TOWN OF FORT FRANCES

AGENDA - September 13, 2021

Microsoft Teams meeting

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Phone Conference ID: 836 529 870#

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COMMITTEE OF THE WHOLE MEETING
Virtually
(Session No. 081) 5:30 PM

Page

1. Call to Order / Roll Call

2. Disclosure of pecuniary interest and the general nature thereof.

3. Delegations/Deputations - None.

4. Council Reports on Board & Committee Activity:

4.1 Mayor June Caul - Verbal Update

Councillor Douglas Judson - Verbal Update

Councillor John McTaggart - Verbal Update

Councillor Rick Wiedenhoeft - Verbal Update

5. Consent Agenda:

5.1 Proof of Vaccination 5

- approval of this report will agree with the recommendation of the Community Services Executive Committee to require all individuals eligible for a vaccine to be fully vaccinated for 14 days before being allowed into either facility.

5.2 Surplus Asset Sale 2021 6 - 23

- approval of this report will agree with the recommendation of the Community Services Executive Committee to declare the attached items as surplus and allow administration to dispose of items not sold as outlined in the above report.

5.3 Land based fitness classes 24

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- approval of this report will agree with the recommendation of the Community Services Executive Committee to authorize the unplanned capital purchase for additional equipment at the Memorial Sports Centre.

5.4 Internet Service Renewal 25 - 31

- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to enter into a Business Services Agreement with Tbaytel for a total operating cost of $5858.00 over a period of 36 months, through July 2024 and further that a by-law be passed authorizing the Clerk and Mayor to execute the agreement on behalf of the corporation.

5.5 Resumption of In-person POA Court Attendance 32 - 33

- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to resume in-person court attendance at our Fort Frances POA court location of 320 Portage Avenue, Fort Frances, ON.

5.6 Request for Reconsideration - MOS - 831 Huffman Court 34

- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to process the Minutes of Settlement for the property located at 831 Huffman Court as received.

5.7 Sept 30 - National Day for Truth and Reconciliation 35 - 36

- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to close the municipal offices and buildings on September 30th, recognizing it as a Statutory holiday to allow employees to observe the National Day for Truth and Reconciliation as per the respective Collective Agreements and benefit policies as outlined in the report. Further, for due dates of September 30th, payments will be accepted up to october 1, 2021 at 4:30pm, with penalty/interest added after that time.

5.8 Sidewalk Extension along Kings Hwy (First St to Webster Ave) 37

- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee that the request from Mr. & Mrs. Williams be forwarded to the 2022 Capital Budget Process for consideration.

5.9 Fort Frances Library request to plant a garden and trees on Town property 38 - 39

- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee that the proposed

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addition of trees and a garden in the yard around the Fort Frances Public Library be approved subject to the conditions outlined in the report.

5.10 July 2021 Drinking Water Systems Monthly Summary Report 40 - 49

- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to accept the July 2021 report prior to it being made available to the general public.

5.11 August 2021 Drinking Water Systems Monthly Summary Report 50 - 59

- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to accept the August 2021 report prior to it being made available to the general public.

5.12 Drinking Water Quality Management System - Management Review 60 - 216

- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to confirm that Council has reviewed the agenda package of the management review meeting held August 25, 2021 and that Council has reviewed and accepted the six action items as outlined in the report.

5.13 Funding Agreement under the Regional Air Transportation Initiative 217 - 246

- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee as outlined in the report.

5.14 Funding Agreement under the Investing in Canada Infrastructure Program Rec and Culture Stream 247 - 333

- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee as outlined in the report.

5.15 Transfer Payment Agreement for Municipal Modernization Funding 334 - 386

- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee as outlined in the report.

6. Administration and Finance Division:

6.1 W. Brunetta - NOMA Per Diem Claim 387 - 389

- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve the per diems in the amount of $160.00 each for her attendance at the NOMA Executive Board meetings on June 23rd and August 11th, 2021.

7. Operations and Facilities Division:

7.1 Verbal Update on Capital Projects

8. Information:

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8.1	Fire Rescue Services - July 2021 Report	390 - 391
8.2	Financial Statements to July 31, 2021 (General, Water, Sewer, Capital)	392 - 407
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8.7	Water and Sewer Data	420 - 422
8.8	Airport Statistics as of August 31, 2021	423 - 424
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9. ADJOURNMENT

September 7, 2021

Report To: Community Services Executive Committee

From: Aaron Bisson, Recreation and Culture Manager

RE: Proof of Vaccination

The Provincial Government has announced that it will be requiring some businesses to screen users/customers to ensure they are fully vaccinated before allowing use of those facilities beginning September 22, 2021.

Specifically listed in the announcement was Restaurants, meeting and event spaces, facilities used for sports and fitness activities and personal fitness training, such as gyms, fitness, and recreational facilities except for youth and recreational sport. The rules are in place for everyone who is eligible for a vaccine which is currently 12 years of age and older.

The Town will need to decide what it would like the policy on vaccine requirements to be.

1) The Town can choose to follow the minimum requirements as listed above and have different rules for different users of the facility. This will cause the staff to be put into difficult situations where they require certain people to be fully vaccinated while allowing others to enter without asking about vaccination status. The public could potentially be confused about whether they are required to be vaccinated to enter the facility, causing very difficult situations for our staff.
2) The Town can require all users/members/spectators/contractors of the facilities, 12 years of age or older to be fully vaccinated at least 14 days prior to accessing the facility. This option will allow the Memorial Sports Centre and Fort Frances Senior Centre to treat everyone walking through the door the same and allow messaging to be clear and concise about what is required to attend the Memorial Sports Centre or Fort Frances Senior Centre. Without a blanket policy that applies to everyone, we will be putting our staff and management in very difficult situations and that would be unfair and cause a great deal of stress and anxiety.

Recommendation
The Community Service Division recommends to Mayor & Council to choose the second option for our policy on vaccine proof requirements.

Respectfully Submitted,

Aaron Bisson

Aaron Bisson
Manager of Recreation and Culture

Council approval of this report will agree to the recommendation of the Community Service Division to require all individuals eligible for a vaccine to be fully vaccinated for 14 days before being allowed entry into either facility.

September 7, 2021

Report To: Community Services Executive Committee

From: Aaron Bisson, Recreation and Culture Manager

RE: Surplus Asset Sale 2021

This year the Town of Fort Frances will again be putting up for sale old, obsolete, and no longer used materials, equipment, and vehicles. In July all departments we asked to take stock of items that were no longer used or needed and provide a listing. 71 items which can be found attached to this report were submitted as surplus and Council must declare these items as such.

Once these items are declared surplus, the following procedure will be utilized to dispose of the items:

1) Advertise in the Fort Frances Times - sale of obsolete materials, equipment and vehicles. All items will be posted online for the public to view.
2) People can submit bids on any or all items. Forms will be provided at the Civic Centre, 320 Portage Avenue.
3) The bids will be publicly opened in the committee room.
4) Payment will be due prior to removing any items from the Town's property.
5) Successful bidders will have two weeks to pick up their items.
6) Where no bids are received for a certain item, if possible, these items will be recycled and if not they will be disposed at the Town's landfill site.

Recommendation
The Community Service Division recommends to Mayor & Council to declare the attached items as surplus and agree that any items not sold through this process will be disposed of as outlined in the above report.

Respectfully Submitted,

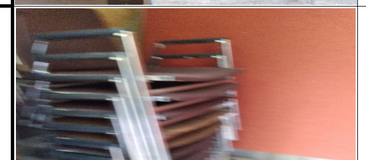
Aaron Bisson

Aaron Bisson
Manager of Recreation and Culture

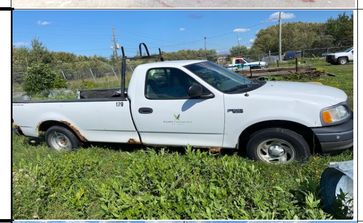
Council approval of this report will agree to the recommendation of the Community Service Division to declare the attached items as surplus and to allow administration to dispose of items not sold as outlined in the above report.

2021 Bid Form - Town of Fort Frances Surplus Assets Sale Items - Opening Summary - 13% HST added to all winning Bids

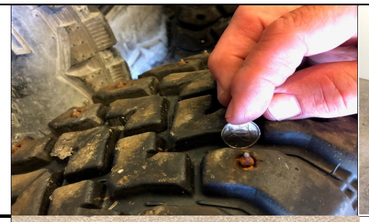
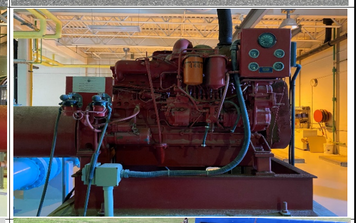
ITEM #	NAME/DESCRIPTION				
1	Spinning Rack	Fort Frances Public Library	Joan McLean		
2	4 Drawer Filing Cabinet Black	Civic Centre	Clerks Office		
3	4 Drawer Filing Cabinet Black	Civic Centre	Clerks Office		
4	4 Drawer Filing Cabinet Black	Civic Centre	Clerks Office		
5	4 Drawer Filing Cabinet – Beige	Civic Centre	Clerks Office		
6	3 Drawer Filing Cabinet Brown	Civic Centre	Clerks Office		

7	2 Drawer Filing Cabinet Beige	Civic Centre	Clerks Office		
8	7 - Room Dividers. 5’ high by 6’ Long	Fort Frances Senior Centre	Cindy Noble		
9	5’ Nodular Vise	Fort Frances Senior Centre	Cindy Noble		
10	14 – Metal frame chairs	Fort Frances Senior Centre	Cindy Noble		
11	Metal 5 drawer desk	Fort Frances Senior Centre	Cindy Noble		
12	Small Cabinet on wheels	Fort Frances Senior Centre	Cindy Noble		

14	32” Panasonic LCD Tv	Fort Frances Senior Centre	Cindy Noble		
15	1hp Baldor Grinder	Fort Frances Senior Centre	Cindy Noble		
16	1/2hp 12” Wood lathe	Fort Frances Senior Centre	Cindy Noble		
17	2 – Heavy Duty, Home made saw horses	Fort Frances Senior Centre	Cindy Noble		
18	30” x 20” work table	Fort Frances Senior Centre	Cindy Noble		
19	Lincoln Electric Welder	Fort Frances Senior Centre	Cindy Noble		

20	Acetylene torch with tanks and cart	Fort Frances Senior Centre	Cindy Noble		
21	Computer Desk 40” wide by 60” tall	Fort Frances Senior Centre	Cindy Noble		
22	4 shelf bookcase	Fort Frances Senior Centre	Cindy Noble		
23	Motomaster battery charger 6/12 volt	Fort Frances Senior Centre	Cindy Noble		
24	2002 Ford F150 Regular Cab half-ton truck	Public Works	Milt Strachan		
25	1999 GMC Sonoma 4x4	Public Works	Milt Strachan		

26	1989 International Navistar S2600 611 CID Cummins Engine Frink Plow Attachment	Public Works	Milt Strachan		
27	2001 Dodge Ram 1500 V6 half ton regular cab	Public Works	Milt Strachan		
28	1986 Thompson Steamer	Public Works	Milt Strachan		
29	1989 Ingersoll Rand Packer SD-40D	Public Works	Milt Strachan		
30	2003 Chevrolet 2500 Crew Cab	Public Works	Milt Strachan		
31	Bauer Irrigation Sprinkler	Public Works	Milt Strachan		

32	6 – Hankook Dynapro MT LT215/75R15 Winter Tires off of Zamboni	Memorial Sports Centre	Maintenance Staff		
33	Dumbbells	Memorial Sports Centre	Maintenance Staff		
34	2007 Cube Van available for pickup after October 31, 2021	Water Treatment Plant	Craig Miller		
35	1987 Diesel Fire Pump Motor	Water Treatment Plant	Craig Miller		
36	1988 John Deer Lawn Tractor with PTO Snowblower - 1328.9 hours	Water Treatment Plant	Craig Miller		
37	Dumper Bin #1	Water Treatment Plant	Craig Miller		

38	Dumper Bin #2	Water Treatment Plant	Craig Miller		
39	KSB rebuilt Sludge Pump	Water Treatment Plant	Craig Miller		
40	Sludge Bin	Water Treatment Plant	Craig Miller		
41	Dock #1 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder		
42	Dock #2 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder		
43	Dock #3 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder		

44	Dock #4 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	
45	Dock #5 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	
46	Dock #6 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	
47	Dock #7 -Metal fram dock with miscillaneous dock sections included. See contact for more info.	Memorial Sports Centre	Ray Calder	
48	Dock #8 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	
49	Dock #9 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	

50	Dock #10 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	
51	Dock #11 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	
52	Dock #12 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	
53	Dock #13 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	
54	Dock #14 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	
55	Dock #15 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	

56	Dock #16 4'X24' - 6 floats included with each dock unless otherwise indicated.	Memorial Sports Centre	Ray Calder	
57	Dock #17 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder	
58	Dock #18 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder	
59	Dock #19 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder	
60	Dock #20 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder	
61	Dock #21 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder	

62	Dock #22 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder	
63	Dock #23 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder	
64	Dock #24 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder	
65	Dock #25 - 4'x24' dock with no floats	Memorial Sports Centre	Ray Calder	
66	Dock #26 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder	
67	Dock #27 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder	

68	Dock #28 8'X28' dock with 5 floats included with each dock unless otherwise indicated	Memorial Sports Centre	Ray Calder		
69	Dock #29 8'X28' dock with 5 floats included and additional decking section	Memorial Sports Centre	Ray Calder		
70	Dock #30 - 4'x24' dock with no floats	Memorial Sports Centre	Ray Calder		
71	Air Compressor - No Motor	Water Treatment Plant	Craig Miller		

2021 Bid Form - Town of Fort Frances Surplus Assets Sale

Due Date: Tuesday, October 12, 2021 @ 2:00pm (CST) at the Fort Frances Civic Centre -

Bidder Information

Name:

Address:

Phone:

By signing below I certify my intent to purchase the items noted with bid below if I have the highest successful bid. All Bids will be subject to 13% HST.

(signature)

Successful bidders have 2 weeks to make payment at Town Hall and remove the item from the listed location. The Town is free to dispose of any items that are not picked up within 2 weeks or any item not receiving a bid. In the event of a tie bid on an item, the item will be awarded to the bid that was received earliest.

	ITEM/DESCRIPTION	LOCATION	CONTACT	BID AMOUNT
1	Spinning Rack	Fort Frances Public Library	Joan McLean	$
2	4 Drawer Filing Cabinet Black	Civic Centre	Clerks Office	$
3	4 Drawer Filing Cabinet Black	Civic Centre	Clerks Office	$
4	4 Drawer Filing Cabinet Black	Civic Centre	Clerks Office	$
5	4 Drawer Filing Cabinet – Beige	Civic Centre	Clerks Office	$
6	3 Drawer Filing Cabinet Brown	Civic Centre	Clerks Office	
7	2 Drawer Filing Cabinet Beige	Civic Centre	Clerks Office	$
8	7 - Room Dividers. 5’ high by 6’ Long	Fort Frances Senior Centre	Cindy Noble	$
9	5’ Nodular Vise	Fort Frances Senior Centre	Cindy Noble	
10	14 – Metal frame chairs	Fort Frances Senior Centre	Cindy Noble	$
11	Metal 5 drawer desk	Fort Frances Senior Centre	Cindy Noble	$
12	Small Cabinet on wheels	Fort Frances Senior Centre	Cindy Noble	$
13	Metal 5 drawer desk	Fort Frances Senior Centre	Cindy Noble	$
14	32” Panasonic LCD Tv	Fort Frances Senior Centre	Cindy Noble	$
15	1hp Baldor Grinder	Fort Frances Senior Centre	Cindy Noble	$
16	1/2hp 12” Wood lathe	Fort Frances Senior Centre	Cindy Noble	$
17	2 – Heavy Duty, Home made saw horses	Fort Frances Senior Centre	Cindy Noble	$
18	30” x 20” work table	Fort Frances Senior Centre	Cindy Noble	$
19	Lincoln Electric Welder	Fort Frances Senior Centre	Cindy Noble	$
20	Acetylene torch with tanks and cart	Fort Frances Senior Centre	Cindy Noble	$
21	Computer Desk 40” wide by 60” tall	Fort Frances Senior Centre	Cindy Noble	$
22	4 shelf bookcase	Fort Frances Senior Centre	Cindy Noble	$

23	Motomaster battery charger 6/12 volt	Fort Frances Senior Centre	Cindy Noble	$
24	2002 Ford F150 Regular Cab half-ton truck	Public Works	Milt Strachan	$
25	1999 GMC Sonoma 4x4	Public Works	Milt Strachan	$
26	1989 International Navistar S2600 611 CID Cummins Engine Frink Plow Attachment	Public Works	Milt Strachan	$
27	2001 Dodge Ram 1500 V6 half ton regular cab	Public Works	Milt Strachan	$
28	1986 Thompson Steamer	Public Works	Milt Strachan	$
29	1989 Ingersoll Rand Packer SD-40D	Public Works	Milt Strachan	$
30	2003 Chevrolet 2500 Crew Cab	Public Works	Milt Strachan	$
31	Bauer Irrigation Sprinkler	Public Works	Milt Strachan	$
32	6 – Hankook Dynapro MT LT215/75R15 Winter Tires off of Zamboni	Memorial Sports Centre	Maintenance Staff	$
33	Dumbbells	Public Works	Milt Strachan	$
34	2007 Cube Van available for pickup after October 31, 2021	Water Treatment Plant	Craig Miller	$
35	1987 Diesel Fire Pump Motor	Water Treatment Plant	Craig Miller	
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37	Dumper Bin #1	Water Treatment Plant	Craig Miller	
38	Dumper Bin #2	Water Treatment Plant	Craig Miller	
39	KSB rebuilt Sludge Pump	Water Treatment Plant	Craig Miller	
40	Sludge Bin	Water Treatment Plant	Craig Miller	

2021 Bid Form - Town of Fort Frances Surplus Assets Sale Items - Opening Summary

13% HST will be added to all winning bids.		Bid 1	Bid 2	Bid 3	Bid 4	Bid 5	Bid 6	Bid 7	Bid 8	Bid 9	Bid 10	Bid 11	Bid 12	Bid 13	Bid 14	Bid 15	Bid 16	Bid 17	Bid 18
ITEM #	**NAME/DESCRIPTION**																		
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71	Air Compressor - No Motor																		

September 7, 2021

Report To: Community Services Executive Committee

From: Aaron Bisson, Recreation and Culture Manager

RE: Land based fitness classes

The Memorial Sports Centre is the fitness hub of the community. There are many activities held at the Sports Centre, which houses our Arenas, pool, gym, cardio room, and auditorium.

The Town has offered land-based fitness classes in the past depending on instructor availability and space to hold the classes. Our ability to offer these classes has diminished over the last number of years. The Fall 2021 recreator had 5 activities planned as land-based fitness options, but with the new regulations coming into effect on September 22, 2021, we will not be able to offer these programs. The cancelled classes mean that we will have no land-based fitness class options.

The Management Team at the Memorial Sports Centre has been working on plans to increase our offerings in the land-based fitness area since 2019, but many of these plans require additional dedicated space and equipment which will be realized with a potential expansion to the building. With the newest development the Town has had to speed up some of its plans to ensure that it is meeting its strategic plan. In the plan the Town states one of its objectives as "Maintain/enhance existing levels of service". With the loss of our land-based fitness classes we are significantly reducing the level of service available to the public and our paying members. Many members hold memberships simply to attend classes offered. The Town has been in touch with a couple of potential instructors and could begin offering land-based spin bike classes along with weightlifting classes. The spin bike classes would be an extension of our aquatic version of the spin bike we currently offer which is a popular class.

The Memorial Sports Centre does not currently own spin bikes, or the weights required to provide these classes. Initial research into the cost of the bikes ranges from $1,500.00 - $2,000.00 per unit and we would be looking to purchase 21 of these units which would be enough to offer classes and have them available in our cardio room as well. The weights/equipment we need to purchase range from $5,000.00 - $10,000.00 for the classes we would be looking at offering. The total expected outlay for this new offering would be no more than $50,000.00. This is an unbudgeted Capital expenditure for 2021 so would need to be approved. The $50,000.00 would come from the Vehicle and Equipment Reserves.

Currently there are two grant applications being evaluated which would cover 75% of a proposed and much needed expansion to our Pool and Gym areas at the Memorial Sports Centre. One of the costs that are allowed under one of the grants is equipment. What this means is that if we were to be successful in receiving this grant that the $50,000.00 for this equipment would be eligible to be covered by the grant.

Recommendation
The Community Service Division recommends to Mayor & Council to authorize the unplanned capital purchase for additional equipment at the Memorial Sports Center to allow for land-based fitness classes to be offered.

Respectfully Submitted,

Aaron Bisson

Aaron Bisson
Manager of Recreation and Culture

Council approval of this report will agree to the recommendation of the Community Service Division authorize the unplanned capital purchase for additional equipment at the Memorial Sports Centre.

FORTFRANCES

Administration & Finance Division
Information Technology Department Report
[2021-COTW-1006]

Date: Monday, September 13th, 2021

To: Committee of the Whole

From: Jeremy Hughes, Information Technology Manager

Subject: Internet Service Renewal

BACKGROUND

In 2018, the Town of Fort Frances (*the "Town"*) entered into an Internet service agreement with Tbaytel for 36 months. The term of this contract is now expired.

DETAILS

The proposed contract renewal will compel the Town to pay 100% of costs for Internet service at a monthly rate of $159.90 (plus tax) for the next 3 years. This term commitment makes a discount of $50/month available to the Town over the regular monthly rate of $209.90, a savings of 23.8% each month, or $1,800 total over 3 years.

Tbaytel's proposed 500 Mbit service offering presents a total cost of $0.33/Mbit per month, which is competitive with Shaw's current 300 Mbit service with a total cost of $0.53/Mbit per month.

The Fort Frances Power Corporation is currently invoiced for 15% of the Town's Internet service costs.

RECOMMENDATION

Tbaytel has provided excellent Internet service to the Town over the past 3 years. It is recommended that the proposed Business Service Agreement be executed for an additional 36 months. This renewal will not preclude the Town from pursuing a similar renewal with Shaw for redundant Internet service.

ATTACHMENTS

Attached is a document titled *Tbaytel Wireline Business Proposal* (6 pages).

Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee that:

1) The Town of Fort Frances enter into a Business Service Agreement with Tbaytel for Internet service, with a total operating cost of $5,858, over a period of 36 months, through July in 2024.
2) A by-law be passed authorizing the Mayor and Clerk to execute the agreement on behalf of the corporation.

Tbaytel Wireline Business Proposal

Town Of Fort Frances
740 Scott St
Fort Frances, ON P9A 1H8

Dear Jeremy Hughes,

On behalf of Tbaytel, I would like to thank you for giving us the opportunity to work together to customize the right telecommunications solutions for the unique needs of your business. We are confident Tbaytel's suite of products and services will be the right decision to keep your business moving in the right direction.

For over 110 years, Tbaytel has recognized the importance of evolution and innovation helping us to grow to become the largest independently owned telecommunications provider in Canada. Our team of employees strive to deliver best in class service throughout our extensive products and services including Internet, Voice, Wireless, TV and Security.

Our team of dedicated Customer Relationship Managers focus on more than just sales. We are committed to learning and understanding the needs of your business to find the solution that's right for you, plus we will be there for you the entire way; before, during and after the sale.

Enclosed in your Business Proposal package, you will find your service agreement that was created based on our initial assessments of your business objectives as well as our associated Terms and Conditions. Please review all documents carefully and ensure you let your dedicated Account Manager know if you have any questions or concerns.

Sincerely,

Justin Nucci
Director – Sales
Tbaytel

Business Service Agreement

Town Of Fort Frances hereinafter called the Customer, requests Tbaytel to furnish the service, equipment and/or facilities specified on Schedule "A", attached hereto and forming part of this Agreement, on the premises of the Customer at the locations listed on Schedule "A".

TERMS AND CONDITIONS SPECIFIC TO THIS AGREEMENT:

Services as listed on Schedule "A" are for a term of **(36)** months (the "Contract Term")**.** This Agreement will take affect once service(s) have been installed or upgraded.

1. Early Termination by Customer

1.1 The Customer may terminate this Agreement at any time before the end of the Contract Term by giving notice to Tbaytel at least thirty (30) days before the proposed early termination date. If a customer terminates the agreement early, the Customer shall pay to Tbaytel one hundred percent (100%) of all fees and taxes listed in the attached schedule for the remaining months of the Contract Term.

1.2 Should the Customer's wired services be terminated due to business closure, relocation outside of Tbaytel's serving territory or deactivated due to minimal use, Tbaytel at its sole discretion may consider the waiving of penalties or termination charges.

2. Moves/Adds/Changes

2.1 For services provided on Fibre, should the Customer relocate to another office space within Tbaytel's Fibre serving territory during the Contract Term, the terms and conditions of this Agreement will remain in force. If the customer relocates to a location that does not currently support Fibre, Tbaytel will make an effort to provide the same level of service at the new location with the following requirements;

1.1.1 The Customer will provide Tbaytel with at least a 6 month lead time at the onset of construction season to complete any necessary outside work; and

1.1.2 The Customer may be responsible for additional build costs in the event they exceed the maximum subsidized amount by Tbaytel.

If Tbaytel cannot provide Fibre at the new location or if the cost to provide Fibre cannot be absorbed by the customer, Tbaytel will transfer this Agreement to Tbaytel services delivered over Copper infrastructure.

2.2 For services provided on Copper, should the customer move to an area with Fibre available and would like Fibre services, Tbaytel will make an effort to migrate the customer to a Fibre solution at the new location with the following requirements;

2.2.1 The Customer will provide Tbaytel with at least a 6 month lead time at the onset of construction season to complete any necessary outside work; and

2.2.2 The Customer may be responsible for additional build costs in the event they exceed the maximum subsidized amount by Tbaytel.

Customer Initials _____

Pricing and Changes

2.3 The Customer is entitled to an annual pricing review upon request. During this time, if Tbaytel pricing of the same or directly equivalent wired service has decreased, the rate will be adjusted for future months based on execution of a new Contract Term.

2.4 Tbaytel may change the terms of this Agreement, including the rates, by giving the Customer at least 30 days' notice in writing, unless the Customer is in a fixed pricing agreement if or otherwise specified.

2.5 If the customer is interested in migrating to an alternative or new Tbaytel wired solution that is offered at different rates, Tbaytel at its sole discretion may consider renegotiating the terms of this Agreement.

3. Equipment

3.1 If the Customer terminates service, the Customer must return any rented equipment in working condition. If the equipment is not returned to Tbaytel, Tbaytel reserves the right to charge the Customer the replacement costs of the equipment. This includes additional rental equipment added after signing this Agreement associated with the services outlined in Schedule A.

4. Successors and Assigns

4.1 This Agreement may not be assigned by Customer without the prior written consent of Tbaytel, such consent not to be unreasonably withheld. Tbaytel may, without consent, assign this Agreement in connection with a corporate reorganization or merger or to any entity that controls, is controlled by or is under common control with Tbaytel or to a purchaser of all or substantially all of its assets or business, and in any such event, Tbaytel shall be released from its obligations here under to the extent they are assumed by the assignee.

5. Terms of Service

5.1 By signing this Agreement, the Customer understands that they are bound by Tbaytel's Business Service Terms of Service, which form part of this Agreement and can be found at http://www.tbaytel.net/termsofservice. Tbaytel reserves the right to amend the Terms of Service from time to time and it is the Customer's responsibility to check the website regularly for updates.

Customer Initials _____

Tbaytel

Aug 3, 2021

Signature | Date

Dan Pella | Manager – Business Sales

Printed Name | Title

Customer

I agree to all of the terms and conditions set out in this Agreement and have reviewed Tbaytel's Business Service Terms of Service.

(*If the customer is a corporation*) I confirm that I am an officer of the Corporation and have the authority to bind the Corporation and this contract has been approved by the Corporation's Board of Directors.

Signature | Date

Printed Name | Title (Duly Authorized)

Signature | Date

Printed Name | Title (Duly Authorized)

Schedule A: Business Service Agreement

CONTRACT BUSINESS NAME:	Town Of Fort Frances
CONTRACT TERM:	36 Months
CONTRACT START DATE:	August 1, 2021
CONTRACT END DATE:	July 31, 2024
CUSTOMER ACCOUNT #:	5302803500
SERVICE ADDRESS:	320 Portage St. Fort Frances, ON P9A 3P9

PRICING GRID – Promotional, fixed term, or contracted pricing effective upon execution of agreement

Service Description	**Location**	**Duration**	**Regular Rate**	**Discount**	**Final Rate** (per service)
Fibre 500 with static IP address	320 Portage Ave. Fort Frances Civic Centre	36 Months	$209.90	$50.00	$159.90

Customer Initials _____

TO: **Mayor Caul & Members of Council**

FROM: **Lisa Sheppard, Provincial Offences Administration**

DATE: **September 8, 2021**

SUBJECT: **Resumption of In-person POA Court attendance (Base court location of 320 Portage Avenue, Fort Frances, Ontario)**

BACKGROUND

As a result of the COVID -19 global pandemic and in order to ensure the safety of all participants; in-person Provincial Offences court attendance was suspended by the Chief Justice of Ontario beginning March 16, 2020. During the past 17 months; municipal court locations quickly pivoted and readied their sites for remote proceedings, installed and implemented safety measures in accordance with the Ministry of Attorney General Recovery Secretariat policies and protocols, base court sites were inspected by the Public Services Health and Safety Association (PSHSA), participated in and completed Court Recovery Verification Checklists, HVAC studies, prepared a POA Base Court Safety Plan, risk assessment and other numerous readiness preparations.

On January 5th, 2021 our POA Court location of 320 Portage Avenue was inspected virtually by PSHSA and found to be in compliance with all suggested safety measures including but not limited to: signage, multiple hand sanitizing stations, physical distancing measures, plexiglass dividers and barriers, face covering and Personal Protective Equipment (PPE) policies that aligns with the provincial court process, COVID positive case notification process policy, established active in-person screening procedures (as well as an option to screen online for our court location through the Provincial Courthouse Screening tool) for our court location, staff education on health and safety, implemented enhanced cleaning measures and etc.

The next step as per the Recovery Secretariat led readiness protocol - was to implement and train for remote proceedings for some POA court matters. The ZOOM platform (MAG approved the use of ZOOM platform with enhanced security protocols) was installed, staff were trained and a mock trial was held to "iron out any kinks" for equipment, microphones, cameras etc… and their use in a remote court proceeding. Our POA court location received approval to proceed by way of ZOOM on March 18th, 2021. This has absolutely modernized the way some appropriate court services can be delivered. However – remote proceedings do require access and familiarity with internet. The geographical area our POA Court Administration serves is vast and internet access can be unreliable or spotty in many locations in our district. In addition; not everyone has a personal PC, or a cell phone or a quiet and secure place to access a remote court proceeding using the ZOOM platform. For this reason; the goal has always been to work towards a safe resumption of in-person court attendance where necessary or for those matters where the Ontario Court of Justice and the Judiciary feels it is necessary.

It is my understanding that the ability to attend a court proceeding remotely will now always remain and be an efficient method (as it has proven to be an efficient modernization) – however the option for in-person attendance when necessary or required will be the final step in POA Courts resumption.

On August 13th, 2021 – our POA Court location received the final Endorsement Letter and HVAC report from Ministry of Attorney General Recovery Secretariat to support the move through our Municipal Approval to reopen our POA court location at 320 Portage Avenue, Fort Frances, Ontario for the resumption of in-person court proceedings. Court scheduling and the deployment of judicial resources for municipal courts is at the

sole discretion of the Ontario Court of Justice and the final determination as to when in-person matters can be scheduled at any specific Municipal location will be determined by the Office of the Chief Justice and in conjunction with our Regional Senior Justice of the Peace office.

I respectfully request Mayor and Council provide their approval for the resumption of in-person court attendance at our Fort Frances POA Court location of 320 Portage Avenue, Fort Frances, Ontario.

RECOMMENDATION

The Administration & Finance Executive Committee recommends resumption of in-person court attendance at our Fort Frances POA Court location of 320 Portage Avenue, Fort Frances, Ontario.

Council approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to resume in-person court attendance at our Fort Frances POA Court location of 320 Portage Avenue, Fort Frances, Ontario.

Treasury Report 2021/46

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: September 7, 2021

SUBJECT: Request for Reconsideration M.O.S.
RE: 831 Huffman Court (2020 and 2021) Roll # 5912-030-007-22421-0000

BACKGROUND

Attached are the Minutes of Settlement for the 2020 and 2021 taxation years under Section 39.1 of the *Assessment Act* from MPAC with regard to the property at 831 Huffman Court. The MOS states the explanation as the Property Assessment Change Notice is cancelled. It is due to an error in the date that MPAC used as the Occupancy date. The date was originally input as March 5, 2020 but should be March 5, 2021.

The Municipality may object to the *Request for Consideration Minutes of Settlement* applications within 90 days after receiving the notice for the above referenced property filed under Section 39.1 of the *Assessment Act* as listed on the M.O.S. application being November 18, 2021.

That total financial impact of the Minutes of Settlement is $4,917.38 consisting of a reduction of municipal revenue of $4,523.92 and education revenue of $393.46 as listed in the attached Write-offs/Tax Account Adjustment worksheet.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council process the Minutes of Settlement for the property located at 831 Huffman Court as received.

Council Approval of this Report will agree to the recommendation of the Administration and Finance Executive Committee to process the Minutes of Settlement for the property located at 831 Huffman Court as received.

ADMINISTRATION & FINANCE DIVISION
Treasury Report 2021/47

TO: **Mayor Caul & Members of Council**

FROM: **Dawn Galusha, Treasurer**

DATE: **September 7, 2021**

SUBJECT: **September 30- National Day for Truth and Reconciliation**

BACKGROUND

The Government of Canada is committed to reconciliation and ensuring that the tragic history and ongoing legacy of residential schools is never forgotten.

On June 3, 2021, Bill C-5, *An Act to amend the Bills of Exchange Act, the Interpretation Act and the Canada Labour Code (National Day for Truth and Reconciliation),* received Royal Assent. It officially designates September 30 of each year as National Day for Truth and Reconciliation. This marks a new public holiday under the *Canada Labour Code* (Code).

Traditionally September 30 of each year has been commemorated as Orange Shirt Day. National Day for Truth and Reconciliation seeks to honour First Nations, Inuit and Métis survivors, their families and communities, and to ensure that public commemoration of their history and the legacy of residential schools remains a vital component of the reconciliation process. The Bill came into force on August 3, 2021, meaning that the new holiday will first occur this Fall, on September 30, 2021.

In reviewing the articles and clauses affecting the Town of Fort Frances employees, I have found the following regarding Statutory Holidays which are not specifically listed:

- The Canadian Union of Public Employees and Its Local 65 collective agreement Article 21.01 (13) states “Any day proclaimed by the Federal Government as a National Holiday”,
- The Fort Frances Professional Firefighters Association Collective Agreement Article 5 states “As well as any holiday proclaimed by the Federal or Provincial government as a Federal or Provincial Holiday”, and
- The Management/Non-Union Benefits Policy 3.10 4. Public Holidays states “And any paid public holidays as per legislation and on which the municipal offices are closed by direction of Council”.

In further research, the National Day for Truth and Reconciliation is listed as a National Statutory Holiday in Canada. As a result, the National Day for Truth and Reconciliation will become a designated paid holiday and will allow employees time to observe and participate in this important day starting September 2021, with the Firefighters being paid twelve (12) shifts pay (144 hours) at the end of the year.

Further, Council will need to approve closure of the municipal offices and buildings on September 30th.

Finally, with September 30 being a due date for taxes please consider alleviating the penalty/interest applied to outstanding amount to October 2.

RECOMMENDATION

The Administration & Finance Executive Committee recommends closing the municipal offices and buildings on September 30th , recognizing it as a Statutory holiday to allow employees to observe the National Day for Truth and Reconciliation as per the respective Collective Agreements and benefit policies as outlined in the report. Further, for due dates of September 30th, payments will be accepted up to October 1, 2021 at 4:30 pm, with penalty/interest added after that time.

Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to close the municipal offices and buildings on September 30th , recognizing it as a Statutory holiday to allow employees to observe the National Day for Truth and Reconciliation as per the respective Collective Agreements and benefit policies as outlined in the report. Further, for due dates of September 30th, payments will be accepted up to October 1, 2021 at 4:30 pm, with penalty/interest added after that time.

September 8, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Request for Sidewalk Extension along Kings Highway from First Street to Webster Avenue

At the August 9th meeting of Council a letter from Mr. and Mrs. Williams, signed by the residents of the neighborhood surrounding Kings Highway from First Street to Webster Avenue requesting a sidewalk extension from First Street to Webster Avenue along the north side of the highway.

The requested sidewalk would be approximately 130m in length crossing in front of Husky and 3 and a half private properties connecting to the existing First Street Sidewalk. It can be seen that this section of roadway does carry a fair number of pedestrians as there is a well-established trail in the grass from First Street to Husky and it would make sense for the sidewalk to continue to tie into the main Kings Highway sidewalk at Webster Avenue. Based on the sidewalk extension works completed in 2021, it is estimated that the cost for this work would be about $70,000.00.

Given the late nature of the request, it is recommended that the request be considered as part of the 2022 Capital Budget process for consideration for inclusion in the 2022 Capital Roadworks program.

It is the recommendation of the Operations and Facilities Executive Committee that the request from Mr. and Mrs. Williams be forwarded to the 2022 Capital Budget Process for consideration.

Respectfully Submitted

Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the request from Mr. and Mrs. Williams be forwarded to the 2022 Capital Budget Process for consideration.

Manager of Operations and Facilities

2021Sept8 Williamson Request for Sidewalk on Kings Highway.docx

September 8, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Request from the Fort Frances Library to plant a garden and trees on Town property

At the August 9th meeting of Council, a presentation by Ms. Joan MacLean, CEO of the Fort Frances Public Library was referred to the Operations and Facilities Executive Committee for consideration.

Attached to this report is a map outlining the location of buried infrastructure within the yard of the Fort Frances Public Library. The shaded area is representative of the area of excavation needed to repair or replace the infrastructure should the need arise, overlayed on that is the proposed location of the garden. Currently the majority of the trees on site are directly in the way for a service repair and would have to be removed should the need arise to repair a break. Further the proposed garden would be in in the way should we need to dig a repair of the watermain running through the front yard of the library. It is important to note that the main here was installed in 1954 and is cast iron 250mm diameter. The likelihood of a break here in the near future is getting greater and greater.

I met with Joan earlier in the summer and noted the situation currently with the trees and the reality that most of the trees would have to be removed in the event of a watermain break. Further we discussed the potential garden locations and the reality that the garden too would have to be removed in the event of a repair. The sanitary service near this location is new enough that it is PVC which means that the joints are gasketed and unlikely to be penetrated by roots from trees so the real risk would be for repair required, but the more likely repair would be on the watermain.

The Operations and Facilities Division Parks Department cares for the grounds around the library and it is important to note that the garden proposed is rectangular making grass cutting easy around the proposed garden. The proposed planted trees should be surrounded by a thick bed of wood chips to promote water absorption by the roots and prohibit weed growth to ensure that trimming won't need to happen near the base of the new trees. This will ensure that the new trees get a great start and will limit the death that will need to be replaced or pruned away. Further it should be noted that the Parks Crew will not be the ones responsible to annually prep, clean the garden nor will they do any ongoing weeding, watering, or maintenance through the year, all of that work will be completed by the library staff or volunteers. In addition, it should be noted that any damage to the landscaping as a result of building the garden or planting the trees shall be repaired by the contractors who will be working on that site.

It is the recommendation of the Operations and Facilities Executive Committee that the proposed addition of a garden and trees around the Library be approved following the following conditions:
1. All additional planting will be installed north of the Library, between the library and Second Street

2. Any trees planted in proximity to buried infrastructure will be removed as required should any work need to be undertaken on the infrastructure.

3. The Operations and Facilities Division Staff will not be responsible for any ongoing maintenance relating to the garden or trees.

4. Any damage to the yard will be reinstated by the representative contractors completing works relating to the plantings

5. Locates will be called prior to any digging on site through Ontario One call.

Respectfully Submitted

Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the proposed addition of trees and a garden in the yard around the Fort Frances Public Library be approved subject to the conditions outlined in the report.

Manager of Operations and Facilities

2021Sept8 Library Garden and Tree Plant.docx

September 3, 2021

Report To: Mayor & Council

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

SUBJECT: July 2021 Drinking Water Systems Monthly Summary Report

Please find attached the July 2021 Summary Report on the drinking water systems, prepared by Greg Wiedenhoeft, Senior WTP Operator.

Your Administration recommends that Operations & Facilities Executive Committee accept the July 2021 report as presented.

Respectfully submitted,
Operations & Facilities Division

Travis Rob, P.Eng.
Manager of Operations & Facilities

Council approval of this report will accept the July 2021 report prior to it being made available to the general public.

c.c. – Craig Miller, P.Eng., Environmental Superintendent
Greg Wiedenhoeft, ORO, Senior WTP Operator

July 2021

Monthly Summary Report
Water Systems

Prepared by: Greg Wiedenhoeft, ORO
Senior Water Treatment Plant Operator

Dated: August 9, 2021

1) **Introduction:**

This report contains the major maintenance activities and operational events that occurred during the month of July 2021 at the Water Treatment Plant - Water Works # 220000978 and the Airport Groundwater Well Water Works No. 849N7DGE0 (Precedes Airport Groundwater Well Water Works No. 26002736). This information report has been prepared for Council to better understand how the water systems they own and operate are maintained on a monthly basis. Also, this report will assist Council as Directors of the Corporation in exercising its obligation to meet a reasonable Standard of Care as outlined in Section 19 of the Safe Drinking Water Act. The water treatment plant falls under the requirements of Ontario Regulation 170/03 – Drinking Water Systems.

The Airport Small Drinking Water System, System No. 849N7DGE0, was put into service August 01, 2017. The system falls under the requirements of Ontario Regulation 319/08 – Small Drinking Water Systems.

2) **Flow Data:**

Water Treatment Plant: See attached spreadsheet.

Airport Groundwater Well :

Estimated Daily Usage	0.21 m3
Estimated July Usage	6.5 m3

3) **Microbiological (Health Related) Water Analysis - Main Water System No. 220000978:**

Water Treatment Plant (treated): 4 samples taken no adverse results
Water Treatment Plant (raw): 4 samples taken no adverse results
Water Distribution System: 16 samples taken where 25% of samples were tested for heterotrophic plate count (HPC) - no adverse results.

We take microbiological samples on a weekly basis, which includes 1 raw sample, 1 treated sample and 4 distribution samples. The 4 distribution samples are taken at different locations throughout the distribution system.

Water distribution samples taken at the following locations:

1. 943 Third St. E. 2. 835 McKenzie Ave. 3. 1001 King's Hwy. 4. W. Tower
5. 218 Third St. E. 6. 900 Wright Ave. 7.401 King's Hwy. 8. W. Tower
9. 943 Third St. E. 10. 715 Colonization Rd E.11. 740 Sixth St. W.12. W. Tower
13. 943 Third St. E. 14. 218 Third St. E. 15. 900 Wright Ave. 16. W. Tower

4) **Microbiological (Health Related) Water Analysis - Airport Groundwater Well No. 849N7DGE0:**

New drinking water system put on line August 01, 2017. No treatment required as the Airport groundwater tested negative for bacteria.

The Airport drinking water system is to be sampled and tested for bacteria once every three (3) months in accordance with Section 25 – Microbiological Sampling and Testing of the Small Drinking Water Systems Regulation, O. Reg. 319/08.

Water distribution sample taken June 23, 2021 – no adverse results.

5) **Free Available Chlorine Residual (FAC) - Main Water System No. 220000978:**

FAC residuals are taken at a minimum daily at both the Water Treatment Plant and within the Water Distribution System.

6) **Free Available Chlorine Residual (FAC) - Airport Groundwater Well System No. 849N7DGE0:**

New drinking water system put online August 01, 2017. No treatment required as the Airport groundwater well tested negative for bacteria.

7) **Maintenance Activities at the WTP:**

July 02nd - Cleaned top and bottom tanks on the poly unit.
- Cleaned the four check valves on the poly unit.

July 03rd - Changed East Cl2 tank

July 05th - Calibrated distribution chlorine analyzer.

July 08th - Cleaned top and bottom tanks on the poly unit.
- Cleaned the four check valves on the poly unit.

July 11th - Installed refurbished Soda Ash transfer pump.

July 15th - Cleaned top and bottom tanks on the poly unit.
- Cleaned the four check valves on the poly unit.
- Installed refurbished Soda Ash transfer pump.

July 20th - Took monthly TSS and Total chlorine samples from filter #1.
- Installed High Lift motor #4.
- Calibrated distribution chlorine analyzer.
- Calibrated Fluoride analyzer.
- Cleaned manifold, Installed new regulator and pig tail for West Cl2 tank.

July 22nd - Cleaned top and bottom tanks on the poly unit.
- Cleaned the four check valves on the poly unit.

July 25th - Changed Poly Unit Chemical Feed belt.

July 27th - Took grab samples of filters.
-Ran the generator for 1 hour.

July 28th - Calibrated distribution chlorine analyzer.

July 29th - Cleaned top and bottom tanks on the poly unit.
- Cleaned the four check valves on the poly unit.

July 30th -Replaced membrane on Cl2 analyzer.

8) **Water Complaints:**

- Poor Pressure – 0 complaints.
- Water quality – 1 complaint.
- 232 Scott St. **Bad Taste** - Tasted sample taken from customers tap. No problem found. Customer confirmed water tasted fine. Advised customer to call back if problem reoccurs. Cl2 was 1.38mg/L

9) **Other Miscellaneous Information:**

July 05th - Routine micro sample collection.
-Sent back 18 empty Fluoride barrels to Brenntag.

July 06th - Received a load of Soda Ash.

July 08th - Ordered 15 barrels of Fluoride.

July 12th - Routine micro sample collection.
-Repair sample at 1530 King's Hwy.
-Received 15 barrels of Fluoride.

July 13th - Armit Ave. Temp main samples. First set.

July 14th - Cody Vangel here looking at WTP documentation, for Internal Audit.
- Armit Ave. Temp main samples. Second set.

July 19th - Repaired Poly Unit valve control line.
-JD Plumbing installed new Settled sample line faucet.
- Routine micro sample collection.

July 27th - Construction samples at Armit Ave./Church St. intersection. First Set.

July 28th - Construction samples at Armit Ave./Church St. intersection. Second Set.

10) In order to acknowledge that all levels of responsibility within the Corporation of the Town of Fort Frances have received and reviewed this monthly report, it is necessary to sign-off in the appropriate location below:

- Greg Wiedenhoeft, Overall Responsible Operator: Greg Wiedenhoeft
- Craig Miller, P.Eng. Environmental Superintendent: Craig Miller
- Travis Rob, P.Eng. Manager of Operations & Facilities: Travis Rob
- Faisal Anwar, CAO: _____
- Rick Wiedenhoeft, Chair O & F Exec Committee: _____
- June Caul, Mayor: _____
- John McTaggart, Councillor: _____
- Mike Behan, Councillor: _____
- Wendy Brunetta, Councillor: _____
- Doug Judson, Councillor: _____
- Andrew Hallikas, Councillor: _____

Note: Once all signatures have been obtained, the report will be distributed and made available to the public. If you have any questions, please feel free to contact Craig Miller or Greg Wiedenhoeft at 807-274-2325.

Town of Fort Frances - WTP - 220000978
July 2019 v 2020 v 2021
Flow and Operating Data

Flow Data JULY	Units	2019		2020		2021	
Total Raw Water	m^3		165900		177490		214110
Raw Maximum Day	m^3		5570		5950		8200
Raw Minimum Day	m^3		5180		5400		5780
Raw Avgerage Daily Consumption	m^3		5350		5730		6910
Total Treated Water	m^3		122360		139030		178930
Treated Water Maximim Day Consumption	m^3		4560		5460		8010
Treated Water Minimim Day Consumption	m^3		3350		3780		4210
Treated Water Average Day Consumption	m^3		3950		4480		5770
Daily Average Per Household Consumption Rate	m^3		1.044		1.184		1.525
* Daily Average Per Person Consumption Rate	m^3		0.495		0.561		0.723
Monthly Averages - Operating Parameters WTP:							
FAC Residual - Treated Water	mg/L		2.07		2.17		2.35
Total Chlorine Residual - Treated Water	mg/L		2.29		2.43		2.71
Aluminum Sulphate - Raw Water	mg/L		35.0		34.0		37.1
Aluminum Sulphate - Treated Water Residual	mg/L		0.02		0.04		0.03
Fluoride - Treated Water	mg/L		0.71		0.73		0.64
Soda Ash - Raw Water	mg/L		35.0		37.0		37.0
pH - Adjusted	mg/L		7.18		6.94		6.93
Temperature	°C		21.4		22.6		21.3
Quantity of Chemical Used:							
Aluminum Sulphate	kg		5806.5		6034.7		7963.38
Polyelectrolyte	kg		62.5		75.0		125.0
Chlorine Gas	kg		815		944		1017
Soda Ash - Used for pH Adjustment	kg		5806.5		6567.1		7922.07
Fluoride	kg		775		750		681

* The Canadian Average is 450 litres (0.45 m^3) per day.
* Population is 7986
* Number of Households is 3783

Town of Fort Frances - Water treatment Plant - Water Works # 220000978
Monitoring Record
Jul-21

Operating Data	Units	*MAC or Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	Average
Flow rates																																			
Raw Water	1000 m^3	17	5.80	6.44	**5.78**	6.32	6.15	6.24	6.47	6.52	6.51	6.44	6.62	6.67	6.61	7.50	7.80	7.72	7.66	7.88	7.93	**8.20**	7.81	7.10	6.93	6.66	6.78	7.28	6.86	6.88	6.88	6.89	6.78	214.11	6.91
Peak Instantaneous - Raw Water	l/s	n/a	71.34	**71.11**	71.32	71.67	71.42	75.94	75.04	76.12	76.26	76.52	77.27	76.92	85.63	91.31	90.53	90.39	91.29	**91.36**	91.18	91.29	91.16	91.10	80.56	80.53	80.72	80.60	80.48	80.41	80.30	80.41	80.33		81.31
Treated Water	1000 m^3	17	5.36	5.22	5.93	5.95	5.81	6.20	4.92	5.87	6.03	5.77	6.00	6.64	7.36	7.32	7.30	7.48	7.52	7.13	**8.01**	5.22	4.56	**4.21**	4.98	4.32	4.23	5.85	4.37	5.12	4.33	4.82	5.10	178.93	5.77
Peak Instantaneous - Treated Water	l/s	n/a	128.81	115.94	124.69	119.26	87.18	119.96	110.99	85.44	89.17	86.40	87.17	121.67	129.87	129.40	132.84	131.79	132.19	128.20	**137.19**	97.66	95.45	**82.03**	83.73	86.37	84.55	85.78	84.06	88.98	87.22	85.78	83.52		104.62
BackWash Water	1000 m^3	n/a	0.27	0.26	0.29	0.00	0.25	0.28	0.25	0.27	0.25	0.29	0.27	0.26	0.28	0.00	0.19	0.19	0.20	0.26	0.25	0.28	0.27	0.26	0.29	0.27	0.26	0.29	0.27	0.26	0.29	0.259	0.255	7.520	0.243
Fluoride Information																																			
Fluoride Residual - Treated Water	mg/l	0.5 to 0.8	0.70	0.71	0.66	0.59	0.60	0.63	0.65	0.63	0.66	0.64	0.65	0.68	0.62	0.61	0.61	0.62	0.66	0.67	0.67	0.65	0.64	0.65	0.65	0.60	0.59	0.60	0.60	0.62	0.62	0.62	0.61		0.64
Turbidity Information																																			
Raw Water	NTU	n/a	1.30	1.36	1.36	1.39	1.23	1.37	1.40	1.43	1.46	1.44	1.40	1.11	1.17	1.25	1.21	1.32	1.22	1.29	0.97	1.11	1.08	1.26	1.23	1.33	1.25	1.40	1.34	1.36	1.41	1.53	1.81		1.32
Settled Water	NTU	n/a	0.10	0.08	0.06	0.08	0.08	0.08	0.12	0.11	0.12	0.11	0.11	0.10	0.11	0.08	0.06	0.10	0.14	0.11	0.16	0.09	0.14	0.16	0.08	0.09	0.09	0.10	0.10	0.10	0.11	0.10	0.11		0.10
Treated Water	NTU	1	0.06	0.06	0.06	0.08	0.08	0.07	0.08	0.08	0.08	0.09	0.09	0.08	0.09	0.04	0.01	0.09	0.06	0.08	0.11	0.15	0.08	0.11	0.07	0.08	0.08	0.09	0.10	0.09	0.09	0.08	0.08		0.08
Other Operating Parameters																																			
pH - Treated Water	no units	6.5 to 8.5	6.89	6.90	6.85	6.86	6.92	6.87	6.82	7.01	6.96	7.00	7.01	6.93	6.78	6.85	6.82	6.80	6.85	6.98	7.01	6.89	6.93	6.92	6.99	7.00	7.05	6.99	6.98	7.01	6.97	6.94	7.04		6.93
pH - Settled water	no units	n/a	6.33	6.31	6.33	6.24	6.28	6.24	6.29	6.33	6.28	6.40	6.38	6.34	6.32	6.44	6.41	6.38	6.48	6.49	6.49	6.32	6.29	6.32	6.20	6.27	6.26	6.24	6.26	6.29	6.32	6.28	6.32		6.33
pH - Raw Water	no units	n/a	6.85	6.85	6.84	6.75	6.87	6.81	6.80	6.77	6.53	6.26	6.81	6.85	6.64	6.75	6.70	6.60	6.78	6.64	6.82	6.79	6.74	6.82	6.82	6.83	6.83	6.79	6.66	6.72	6.75	6.76	6.80		6.75
FAC - Treated Water	mg/l	0.2 to 4	2.20	1.80	1.64	2.12	2.50	2.67	2.65	2.60	2.52	2.40	2.36	2.61	2.30	2.64	2.50	2.35	2.51	2.32	2.32	2.29	2.13	2.32	2.33	2.31	2.20	2.51	2.38	2.46	2.34	2.26	2.33		2.35
Total Chlorine Residual Treated	mg/l	0.3 to 7	2.64	2.13	1.97	2.52	3.03	3.13	2.93	3.00	2.92	2.72	2.66	3.04	2.56	3.03	2.95	2.82	2.87	2.75	2.66	2.61	2.55	2.74	2.68	2.69	2.55	2.93	2.68	2.72	2.66	2.46	2.56		2.71
Temperature	°C	15	20.0	20.0	21.0	21.0	20.0	20.0	21.0	21.0	22.0	22.0	22.0	22.0	20.0	20.0	20.0	20.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	21.0	22.0	21.0	21.0	22.0		21.3
Fluoride used (Total Daily Consumption)	kg	n/a	20.0	22.0	19.0	21.0	19.0	20.0	22.0	21.0	21.0	20.0	20.0	20.0	21.0	22.0	22.0	23.0	25.0	28.0	28.0	28.0	27.0	23.0	22.0	21.0	22.0	22.0	21.0	21.0	20.0	20.0	20.0	681.00	22.0
Chlorine used (Total Daily Consumption)	kg	n/a	27.0	27.0	22.0	28.0	30.0	31.0	32.0	32.0	32.0	31.0	32.0	32.0	32.0	32.0	37.0	37.0	38.0	38.0	38.0	40.0	35.0	34.0	33.0	32.0	33.0	36.0	33.0	33.0	33.0	34.0	33.0	1017.00	32.8
Soda Ash (Total Daily Consumption)	kg	n/a	214.6	238.3	213.9	233.8	227.6	230.9	239.4	241.2	240.9	238.3	244.9	246.8	244.6	277.5	288.6	285.6	283.4	291.6	293.4	303.4	289.0	262.7	256.4	246.4	250.9	269.4	253.8	254.6	254.6	254.9	250.9	7922.07	255.6
Soda Ash - Dosage	mg/l	n/a	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37		37.0
Alum residual - (Total Daily Consumption)	kg	n/a	197.2	219.0	196.5	214.9	209.1	212.2	220.0	247.8	247.4	244.7	251.6	253.5	251.2	285.0	296.4	293.4	291.1	299.4	301.3	311.6	296.8	269.8	263.3	253.1	257.6	276.6	260.7	261.4	261.4	261.8	257.6	7963.38	256.9
Alum residual - Dosage	mg/l	n/a	34.0	34.0	34.0	34.0	34.0	34.0	34.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0		37.1
Alum residual - Treated Water	mg/l	0.1	0.03	0.01	0.04	0.04	0.02	0.02	0.01	0.05	0.07	0.05	0.05	0.01	0.05	0.04	0.04	0.03	0.04	0.06	0.05	0.01	0.01	0.01	0.01	0.01	0.01	0.02	0.01	0.01	0.01	0.01	0.02		0.03
Poly bags added (25 kg bags)	kg	n/a		0.5				0.5			0.5			0.5				0.5			0.5		0.5			0.5			0.5				0.5		125.0	

Minimum	Maximum
5.78	**8.20**
71.11	**91.36**
4.21	**8.01**
82.03	**137.19**

* MAC - maximum acceptable range

Signature: Greg Wiedenhoeft
Greg Wiedenhoeft (Sep 3, 2021 12:58 CDT)
Email: gwiedenhoeft@fortfrances.ca

Signature:
Email: cmiller@fortfrances.ca

Signature:
Email: trob@fortfrances.ca

WTP July 2021 Report

Final Audit Report 2021-09-03

Created:	2021-09-03
By:	Craig Miller (cmiller@fortfrances.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAARiIQ-u5UtRA_q5_SaavkXdQm_NkmPHKm

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September 3, 2021

Report To: Mayor & Council

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

SUBJECT: August 2021 Drinking Water Systems Monthly Summary Report

Please find attached the August 2021 Summary Report on the drinking water systems, prepared by Greg Wiedenhoeft, Senior WTP Operator.

Your Administration recommends that Operations & Facilities Executive Committee accept the August 2021 report as presented.

Respectfully submitted,
Operations & Facilities Division

Travis Rob, P.Eng.
Manager of Operations & Facilities

Council approval of this report will accept the August 2021 report prior to it being made available to the general public.

c.c. – Craig Miller, P.Eng., Environmental Superintendent
Greg Wiedenhoeft, ORO, Senior WTP Operator

August 2021

Monthly Summary Report
Water Systems

Prepared by: Greg Wiedenhoeft, ORO
Senior Water Treatment Plant Operator

Dated: September 03, 2021

1) **Introduction:**

This report contains the major maintenance activities and operational events that occurred during the month of August 2021 at the Water Treatment Plant - Water Works # 220000978 and the Airport Groundwater Well Water Works No. 849N7DGE0 (Precedes Airport Groundwater Well Water Works No. 26002736). This information report has been prepared for Council to better understand how the water systems they own and operate are maintained on a monthly basis. Also, this report will assist Council as Directors of the Corporation in exercising its obligation to meet a reasonable Standard of Care as outlined in Section 19 of the Safe Drinking Water Act. The water treatment plant falls under the requirements of Ontario Regulation 170/03 – Drinking Water Systems.

The Airport Small Drinking Water System, System No. 849N7DGE0, was put into service August 01, 2017. The system falls under the requirements of Ontario Regulation 319/08 – Small Drinking Water Systems.

2) **Flow Data:**

Water Treatment Plant: See attached spreadsheet.

Airport Groundwater Well:

Estimated Daily Usage 0.21 m3
Estimated August Usage 6.5 m3

3) **Microbiological (Health Related) Water Analysis - Main Water System No. 220000978:**

Water Treatment Plant (treated): 5 samples taken no adverse results
Water Treatment Plant (raw): 5 samples taken no adverse results
Water Distribution System: 20 samples taken where 25% of samples were tested for heterotrophic plate count (HPC) - no adverse results.

We take microbiological samples on a weekly basis, which includes 1 raw sample, 1 treated sample and 4 distribution samples. The 4 distribution samples are taken at different locations throughout the distribution system.

Water distribution samples taken at the following locations:

1. 218 Third St. E.	2. 401 King's Hwy.	3. 900 Wright Ave.	4. W. Tower
5. 740 Scott St.	6. 218 Third St. E.	7. 900 Wright Ave.	8. W. Tower
9. 943 Third St. E.	10. 1309 King's Hwy.	11. 900 Wright Ave.	12. W. Tower
13. 943 Third St. E.	14. 900 Wright Ave.	15. 401 King's Hwy.	16. W. Tower

17. 943 Third St. E. 18.715 Colonization Rd. E. 19. 900 Wright Ave. 20. W. Tower

4) **Microbiological (Health Related) Water Analysis - Airport Groundwater Well No. 849N7DGE0:**

New drinking water system put online August 01, 2017. No treatment required as the Airport groundwater tested negative for bacteria.

The Airport drinking water system is to be sampled and tested for bacteria once every three (3) months in accordance with Section 25 – Microbiological Sampling and Testing of the Small Drinking Water Systems Regulation, O. Reg. 319/08.

Water distribution sample taken June 23, 2021 – no adverse results.

5) **Free Available Chlorine Residual (FAC) - Main Water System No. 220000978:**

FAC residuals are taken at a minimum daily at both the Water Treatment Plant and within the Water Distribution System.

6) **Free Available Chlorine Residual (FAC) - Airport Groundwater Well System No. 849N7DGE0:**

New drinking water system put online August 01, 2017. No treatment required as the Airport groundwater well tested negative for bacteria.

7) **Maintenance Activities at the WTP:**

Aug 02nd - Calibrated cl2 analyzer.

Aug 5th - Cleaned top and bottom tanks on the poly unit.
- Cleaned all 4 check valves on the poly unit.

Aug 7th - Cleaned the Turbidity probe on filter # 3.

Aug 09th -Cleaned the Soda Ash transfer line.
-Installed new Soda Ash transfer pump.

Aug 10th -Connect Electric here to work on the cl2 tonner hoist.
-Changed the East cl2 tonner.
-Changed the East cl2 tonner pigtail.
-Lake Side here doing annual calibrations.

Aug 11th -Lake Side here doing annual calibrations.

Aug 12th -Cleaned top and bottom tanks on the poly unit.
-Cleaned all 4 check valves on the poly unit.

Aug 13th -Connect Electric here to work on the cl2 tonner hoist.
-Received a load of Alum.

Aug 15th -Calibrated the cl2 analyzer

Aug 19th -Cleaned top and bottom tanks on the poly unit.
-Cleaned all 4 check valves on the poly unit.
-Visit/tour from T.Rob and New C.A.O. Faisal Anwar.

Aug 24th -Tabletop mock emergency training at WTP.
-Century Cranes here doing annual inspections of the hoists.

Aug 25th -Joint tabletop mock emergency training with the town.
-Q.M.S. Management review.

Aug 26th - Cleaned top and bottom tanks on the poly unit.
-Cleaned all 4 check valves on the poly unit.
-Tour of the WTP by Mayor Caul, Councillor Hallikas, CAO Faisal Anwar, and Chief of Couchiching Brian Perrault.

Aug 27th -Calibrated Fluoride Analyzer.
-Took grab samples off the filters.
-Ran the back up generator for 1 hour.

Aug 31st -Flushed poly line.

8) **Water Complaints:**

- Poor Pressure – 0 complaints.
- Water quality – 1 complaint.
- 1265 Idylwild Dr. **High chlorine** -Advised customer to run cold water tap. Flushed the water main and took a residual. 1.37 mg/L

9) **Other Miscellaneous Information:**

Aug. 03rd - Routine micro samples collection.

Aug. 04th - Took micro samples at Armit and Church construction Tie-in. 1st set.

Aug. 05th -Took micro samples at 318 3rd St. E. for a curb stop repair.
- Took micro samples at Armit and Church construction Tie-in. 1st / 2nd set.

Aug. 09th -Routine micro samples collection.
- Took micro samples at Armit and Church construction Tie-in. 2nd set.

Aug. 11th - Took micro samples at 318 3rd St. E. for a curb stop repair.
- Took micro samples at Armit and Church construction Tie-in. 1st / 2nd set.
Resample due to shipping.

Aug. 16th - Routine micro samples collection.

Aug. 19th - Took micro samples at 300 6th St. W. for a curb stop repair.

Aug. 23rd -Routine micro samples collection.

Aug. 24th -Took micro samples on Armit Ave. new main. 1st set.

Aug. 25th -Took micro samples 300 6th St. W. for a curb stop repair.
Resample due to shipping.
- Took micro samples on Armit Ave. new main. 2nd set.

Aug 30th -Routine micro samples collection.

10) In order to acknowledge that all levels of responsibility within the Corporation of the Town of Fort Frances have received and reviewed this monthly report, it is necessary to sign-off in the appropriate location below:

- Greg Wiedenhoeft, Overall Responsible Operator: Greg Wiedenhoeft
- Craig Miller, P.Eng. Environmental Superintendent: Craig Miller
- Travis Rob, P.Eng. Manager of Operations & Facilities: Travis Rob
- Faisal Anwar, CAO: _____
- Rick Wiedenhoeft, Chair O & F Exec Committee: _____
- June Caul, Mayor: _____
- John McTaggart, Councillor: _____
- Mike Behan, Councillor: _____
- Wendy Brunetta, Councillor: _____
- Doug Judson, Councillor: _____
- Andrew Hallikas, Councillor: _____

Note: Once all signatures have been obtained, the report will be distributed and made available to the public. If you have any questions, please feel free to contact Craig Miller or Greg Wiedenhoeft at 807-274-2325.

Town of Fort Frances - WTP - 220000978
August 2019 v 2020 v 2021
Flow and Operating Data

Flow Data August	Units	2019		2020		2021	
Total Raw Water	m^3		159470		176790		209560
Raw Maximum Day	m^3		5260		6210		7170
Raw Minimum Day	m^3		5010		5310		6390
Raw Avgerage Daily Consumption	m^3		5140		5700		6760
Total Treated Water	m^3		118250		127750		139070
Treated Water Maximim Day Consumption	m^3		4880		5880		5950
Treated Water Minimim Day Consumption	m^3		3120		2930		3370
Treated Water Average Day Consumption	m^3		3810		4120		4490
Daily Average Per Household Consumption Rate	m^3		1.007		1.089		1.187
* Daily Average Per Person Consumption Rate	m^3		0.477		0.516		0.562
Monthly Averages - Operating Parameters WTP:							
FAC Residual - Treated Water	mg/L		2.11		2.18		2.27
Total Chlorine Residual - Treated Water	mg/L		2.33		2.44		2.62
Aluminum Sulphate - Raw Water	mg/L		35.0		34.0		38.0
Aluminum Sulphate - Treated Water Residual	mg/L		0.02		0.04		0.03
Fluoride - Treated Water	mg/L		0.74		0.64		0.60
Soda Ash - Raw Water	mg/L		35.0		37.0		37.0
pH - Adjusted	mg/L		7.26		7.08		7.34
Temperature	°C		21.7		22.4		21.4
Quantity of Chemical Used:							
Aluminum Sulphate	kg		5581.5		6010.8		7962.9
Polyelectrolyte	kg		87.5		75.0		125.0
Chlorine Gas	kg		778		962		995
Soda Ash - Used for pH Adjustment	kg		5581.5		6541.2		7753.35
Fluoride	kg		729		726		653

* The Canadian Average is 450 litres (0.45 m^3) per day.
* Population is 7986
* Number of Households is 3783

Town of Fort Frances - Water treatment Plant - Water Works # 220000978
Monitoring Record
Aug-21

Operating Data	Units	*MAC	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	Average
		or Range																																	
Flow rates																																			
Raw Water	1000 m^3	17	6.87	6.78	7.14	6.85	6.59	6.95	6.69	6.85	6.95	**7.17**	6.87	6.91	6.83	6.97	6.54	6.93	6.77	6.76	6.80	6.81	6.64	6.75	6.95	6.49	6.52	6.46	6.51	**6.39**	6.43	6.62	6.76	209.55	6.76
Peak Instantaneous - Raw Water	l/s	n/a	80.31	80.37	80.31	80.33	80.13	80.04	80.34	80.10	79.95	80.01	80.63	**80.68**	80.11	79.59	79.52	79.49	79.31	79.28	79.37	79.39	79.40	79.19	79.17	78.89	78.94	75.68	75.76	75.68	75.67	**75.49**	**75.49**		78.99
Treated Water	1000 m^3	17	4.53	4.16	5.85	**5.95**	5.16	4.42	4.02	3.92	4.18	4.92	4.02	4.20	3.67	3.88	4.30	5.49	5.47	5.62	5.82	5.88	5.42	3.42	4.38	3.55	3.87	4.34	3.72	3.99	**3.37**	3.64	3.91	139.07	4.49
Peak Instantaneous - Treated Water	l/s	n/a	112.59	66.52	124.13	125.08	**133.74**	70.08	67.05	68.28	65.68	67.07	**64.34**	105.49	112.67	65.74	65.55	122.96	124.69	116.92	84.95	85.60	86.97	81.51	83.70	81.12	81.01	84.47	88.69	94.84	91.27	94.79	94.79		90.72
BackWash Water	1000 m^3	n/a	0.29	0.27	0.25	0.25	0.27	0.25	0.29	0.27	0.26	0.28	0.27	0.25	0.28	0.27	0.25	0.28	0.27	0.26	0.28	0.27	0.26	0.28	0.27	0.26	0.29	0.27	0.25	0.28	0.27	0.258	0.277	8.289	0.267
Fluoride Information																																			
Fluoride Residual - Treated Water	mg/l	0.5 to 0.8	0.62	0.64	0.64	0.65	0.65	0.66	0.65	0.66	0.67	0.53	0.54	0.56	0.54	0.52	0.54	0.55	0.52	0.55	0.56	0.56	0.56	0.62	0.64	0.65	0.59	0.64	0.64	0.63	0.63	0.63	0.63		0.60
Turbidity Information																																			
Raw Water	NTU	n/a	1.76	1.81	1.70	1.68	1.75	1.14	1.07	1.32	1.30	1.26	1.13	1.44	1.43	1.48	1.38	1.36	1.41	1.13	0.99	1.05	0.99	1.07	1.28	1.67	1.62	1.42	1.70	1.92	1.85	1.53	1.56		1.43
Settled Water	NTU	n/a	0.10	0.10	0.11	0.11	0.10	0.15	0.09	0.11	0.10	0.10	0.11	0.12	0.14	0.09	0.09	0.08	0.08	0.12	0.10	0.11	0.11	0.12	0.13	0.08	0.05	0.09	0.09	0.11	0.09	0.07	0.10		0.10
Treated Water	NTU	1	0.09	0.09	0.09	0.09	0.10	0.09	0.01	0.07	0.08	0.09	0.10	0.11	0.13	0.10	0.11	0.10	0.11	0.09	0.09	0.09	0.09	0.09	0.10	0.05	0.07	0.01	0.01	0.01	0.02	0.09	0.08		0.08
Other Operating Parameters																																			
pH - Treated Water	no units	6.5 to 8.5	7.01	7.00	6.98	7.04	7.03	6.95	7.07	7.08	7.10	7.17	7.14	7.52	7.57	7.69	7.59	7.61	7.68	7.59	7.53	7.56	7.51	7.48	7.81	7.63	7.31	7.43	7.30	7.23	7.32	7.32	7.32		7.34
pH - Settled water	no units	n/a	6.29	6.32	6.30	6.25	6.28	6.27	6.29	6.31	6.27	6.21	6.20	6.39	6.49	6.49	6.43	6.40	6.40	6.38	6.38	6.41	6.43	6.40	6.50	6.40	6.36	6.41	6.40	6.38	6.43	6.35	6.34		6.36
pH - Raw Water	no units	n/a	6.83	6.79	6.76	6.81	6.79	6.84	6.96	6.91	6.93	6.86	6.94	7.37	7.32	7.40	7.45	7.41	7.37	7.34	7.33	7.31	7.27	7.21	7.32	7.16	7.25	7.13	7.13	7.13	7.08	7.28	7.13		7.12
FAC - Treated Water	mg/l	0.2 to 4	2.15	2.11	2.28	2.28	2.36	2.28	2.18	2.22	2.37	2.26	1.94	2.11	2.10	2.21	2.37	2.36	2.37	2.53	2.43	2.44	2.30	2.07	2.33	2.44	2.31	2.28	2.24	2.23	2.16	2.33	2.24		2.27
Total Chlorine Residual Treated	mg/l	0.3 to 7	2.48	2.52	2.60	2.56	2.82	2.69	2.53	2.51	2.79	2.62	2.21	2.45	2.49	2.53	2.72	2.75	2.77	2.90	2.75	2.68	2.63	2.54	2.61	2.81	2.59	2.61	2.55	2.61	2.50	2.73	2.57		2.62
Temperature	°C	15	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	21.0	21.0	21.0	22.0	22.0	21.0	21.0	21.0	21.0	21.0	20.0	20.0	20.0	20.0	20.0		21.4
Fluoride used (Total Daily Consumption)	kg	n/a	20.0	20.0	20.0	19.0	22.0	24.0	22.0	23.0	23.0	23.0	22.0	22.0	21.0	21.0	26.0	20.0	19.0	20.0	19.0	19.0	18.0	19.0	19.0	18.0	21.0	23.0	22.0	22.0	21.0	22.0	23.0	653.00	21.1
Chlorine used (Total Daily Consumption)	kg	n/a	33.0	33.0	34.0	33.0	32.0	34.0	32.0	33.0	33.0	35.0	32.0	33.0	33.0	33.0	31.0	34.0	32.0	33.0	32.0	32.0	30.0	32.0	32.0	31.0	30.0	31.0	30.0	30.0	29.0	31.0	32.0	995.00	32.1
Soda Ash (Total Daily Consumption)	kg	n/a	254.2	250.9	264.2	253.5	243.8	257.2	247.5	253.5	257.2	265.3	254.2	255.7	252.7	257.9	242.0	256.4	250.5	250.1	251.6	252.0	245.7	249.8	257.2	240.1	241.2	239.0	240.9	236.4	237.9	244.9	250.1	7753.35	250.1
Soda Ash - Dosage	mg/l	n/a	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37		37.0
Alum residual - (Total Daily Consumption	kg	n/a	261.1	257.6	271.3	260.3	250.4	264.1	254.2	260.3	264.1	272.5	261.1	262.6	259.5	264.9	248.5	263.3	257.3	256.9	258.4	258.8	252.3	256.5	264.1	246.6	247.8	245.5	247.4	242.8	244.3	251.6	256.9	7962.90	256.9
Alum residual - Dosage	mg/l	n/a	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0		38.0
Alum residual - Treated Water	mg/l	0.1	0.02	0.01	0.01	0.01	0.01	0.04	0.05	0.04	0.04	0.03	0.04	0.03	0.02	0.08	0.01	0.05	0.06	0.01	0.05	0.04	0.02	0.02	0.01	0.05	0.01	0.04	0.06	0.05	0.02	0.01	0.02		0.03
Poly bags added (25 kg bags)	kg	n/a		0.5			0.5	0.5			0.5			0.5					0.5			0.5				0.5			0.5			0.5		125.0	

Minimum	Maximum
6.39	**7.17**
75.49	**80.68**
3.37	**5.95**
64.34	**133.74**

* MAC - maximum acceptable range

Signature: Greg Wiedenhoeft
Greg Wiedenhoeft (Sep 3, 2021 13:10 CDT)
Email: gwiedenhoeft@fortfrances.ca

Signature:
Email: cmiller@fortfrances.ca

Signature:
Email: trob@fortfrances.ca

WTP August 2021 Report

Final Audit Report 2021-09-03

Created:	2021-09-03
By:	Craig Miller (cmiller@fortfrances.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-oacVgyQT7-lLRGIY7ZQWNfJpdTDvgFf

"WTP August 2021 Report" History

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Signature Date: 2021-09-03 - 7:43:56 PM GMT - Time Source: server- IP address: 216.211.31.9

Agreement completed.
2021-09-03 - 7:43:56 PM GMT

September 8, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Drinking Water Quality Management System - Management Review

Over the past 12 months a couple of significant milestones have been completed in regards to the Drinking Water Quality Management System and are summarized below:

1) **External Surveillance Audit** completed by SAI Global on November 16, 2020 - Auditor Mr. Rod Seabrook
2) **10th Internal Audit,** first audit completed by Mr. Cody Vangel from June 18 to July 29, 2021.
3) **10th Management Review Meeting** held on Wednesday August 25th, 2021 to review the implementation of the DWQMS for the period June 1, 2020 to May 31, 2021.

Please find attached the agenda package plus the associated documents which were reviewed at the August 25, 2021 Management Review meeting. Presently under the process outlined in the Operational Plan Element No. 20 - Management Review (See pages No. 75 & 76 of Operational Plan), there were six (6) new action items, **rated in priority**, that Council (owner) must review and endorse at this time:

Action Item No. 1) **Work to improve the security of the Water Treatment Plant.** The water treatment plant is a secured building with all exterior doors locked and an alarm system in place. However there are an unknown number of keys out between staff and staff have been known to enter the plant without alerting the operators or being escorted through the plant by an operator. This leaves the Town's water system potentially vulnerable to attacks. Annually the Ministry asks during their inspection about the plant security and the Operators feel we need to improve our systems.

Action Item No. 2) **Review and update our Emergency SOP's for the Water Treatment Plant.** The Water Treatment Operators were heavily involved in the emergency tabletop exercise relating to the Train Derailment on the Rainier Bridge undertaken by both The Town of Fort Frances and International Falls. This has resulted in the determination and clarification of a number of things outlined in our existing SOP's. We plan to undertake a thorough review of the SOP's to update them with what we have learned through the exercise process.

Action Item No. 3) **Review Ownership obligations of Watermain behind Williams Avenue Feeding Minnie Ave North.** There is a water service that runs under a number of private properties as well as the CN Tracks from Williams Avenue to Minnie Avenue North. The owner of that line and overall responsible person has passed away. The future maintenance of that service needs to be confirmed should something occur to that service line.

Action Item No. 4) **Consider the relining of the remaining watermain crossings under CN Tracks.** The Town will be undertaking the structural relining of 2 watermain sections under the CN Tracks at Wright Avenue and Keating Avenue. Pending the completion of that work, review the remaining watermain crossings and plan for the lining of those mains as well.

Action Item No. 5) **Investigate looping the watermain from the end of Third Street East to Central Avenue/Fourth Street West.** Central Avenue is a main choke point for the water system flowing from east to west as there is only a 150mm main that runs through this intersection backed up by

mains in the North End. This choke point causes a plug of water to stay stagnant in this area and the looping of the dead end off of Third Street East to Central Avenue/Fourth Street West would address another system dead end as well as provide additional east west flow through this section.

Action Item No. 6) **Install a new Hydrant on the Riverview Drive Dead-end to facilitate Flushing.** The watermain on Riverview Drive West of Keating Avenue is a dead end main with no hydrant on it to facilitate flushing. Investigations into looping this main with Thompson Street or at least installing a new hydrant at the end to facilitate flushing needs to be completed to maintain good water quality for the 6 customers on this main.

Administration recommends the following:

1) That Council (owner) has reviewed the agenda package of the management review meeting held on August 25, 2021.

2) That Council (owner) has reviewed and accepted the following six (6) new action items as a result of the management review meeting held on August 25, 2021:

Action Item No. 1) **Work to improve the security of the Water Treatment Plant.**

Action Item No. 2) **Review and update our Emergency SOP's for the Water Treatment Plant.**

Action Item No. 3) **Review Ownership obligations of Watermain behind Williams Avenue Feeding Minnie Ave North.**

Action Item No. 4) **Consider the relining of the remaining watermain crossings under CN Tracks.**

Action Item No. 5) **Investigate looping the watermain from the end of Third Street East to Central Avenue/Fourth Street West.**

Action Item No. 6) **Install a new Hydrant on the Riverview Drive Dead-end to facilitate Flushing.**

Respectfully Submitted

Travis Rob, P.Eng
Manager of Operations and Facilities

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

1) **That Council (owner) has reviewed the agenda package of the management review meeting held on August 25, 2021.**

2) **That Council (owner) has reviewed and accepted the following six (6) new action items as a result of the management review meeting held on August 25, 2021:**

Action Item No. 1) Work to improve the security of the Water Treatment Plant.

Action Item No. 2) Review and update our Emergency SOP's for the Water Treatment Plant.

Action Item No. 3) Review Ownership obligations of Watermain behind Williams Avenue Feeding Minnie Ave North.

Action Item No. 4) Consider the relining of the remaining watermain crossings under CN Tracks.

Action Item No. 5) Investigate looping the watermain from the end of Third Street East to Central Avenue/Fourth Street West.

Action Item No. 6) Install a new Hydrant on the Riverview Drive Dead-end to facilitate Flushing.

2020Sept9 2020 DWQMS Management Review.docx

September 3, 2021

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

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

SUBJECT: 2021 DWQMS Management Review

On Wednesday, August 25th in the IFK Boardroom at 1:00 pm local time, the DWQMS Management Review took place for the period of June 1, 2020 through May 31, 2021. Attached are the minutes from the meeting, as well as the review package. Below are the highlights of the DWQMS Management Review.

1) There were four non-conformances identified in the Annual Inspection by the Ministry of Environment, Conservation and Parks (MECP). The WTP inspection score was 94.11%. The four non-conformances and their explanations are:

    a. Between March 4, 2020 at 20:12 through March 5, 2020 at 07:50, final effluent chlorine residual data and filter effluent turbidity data was not recorded in the SCADA system due to a UPS failure. This has been resolved with new, redundant UPS systems.

    b. Written notice of an adverse water quality incident was not provided to the Ministry within 24 hours of verbal notification. This has been resolved with training.

    c. Owners of sample points were not notified by the Town of their test results within 7 days of receiving the results back. This has been resolved and all owners have been notified.

    d. The Annual Report submitted to the MECP for 2019 did not include the one adverse test result or corrective action. The 2019 report has since been revised and resubmitted to the MECP, thereby resolving this incident.

2) There were six adverse water samples reported during the Management Review time period. One (1) was related to the Point Park Campground re-opening and was resolved via re-sampling. Three were related to construction activities and resolved with re-sampling and new main commissioning. Two (2) were related to distribution samples and were resolved with re-sampling.

3) Succession Planning. Former ORO Brad Webb retired at the end of 2020. Greg Wiedenhoeft successfully bid into the ORO bulletin. Paul LeMesurier and Jay Bruyere are the other staff at the Water Treatment Plant. Bryan Patterson, Joel

Nicolay and Erik Gustafson currently make up the Water Distribution team and there is one vacant bulletin in the Water Distribution team that is currently being advertised. There are currently no concerns with respect to staffing.

4) The DWQMS Operational Plan had an external audit in November 2020 by SAI Global. No non-conformances were identified.

5) The 2021 Internal Audit resulted in zero non-conformances.

6) The Town is currently in an appeal process with the MECP over the Municipal Drinking Water License issued in May 2021. The MECP added a condition that Media Filter Backwash have a Chlorine Residual of 0.02 mg/L. This condition is not currently attainable with the current process. The Town is currently in a mediation process with the MECP to resolve this issue and a resolution is expected by the end of 2021.

7) Several capital upgrades occurred in 2020, including reconstruction of Scott Street between Reid Ave and Colonization Rd. E, Colonization Rd. W between Armstrong Place and the Riverview Cemetery, replacement of 9 water distribution valves and replacement of 7 fire hydrants.

8) Three (3) customer complaints were identified in the Management Review. All complaints were investigated and resolved.

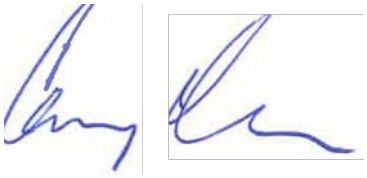
9) Staff suggestions included:

    a. WTP security and entry requirements
    b. Looping of Riverview Drive @ Keating Avenue or add hydrant at end of line for flushing.
    c. Looping of Third Street East to Fourth Street West
    d. Line remaining water mains going under CN tracks
    e. Clarify responsibility of water line servicing Minnie Avenue North from Williams Avenue.
    f. Review and update emergency procedures and plans for the WTP

The Covid-19 Pandemic has created challenges to training; however, training providers have adapted and training has resumed 2021.

The Water Treatment Plant and Water Distribution staff had an outstanding year in 2020-2021 and persevered through many challenges and changes due to the pandemic. The DWQMS Management Review identified areas that we can improve upon and I expect the 2021 - 2022 Management Review will reflect this continuous improvement.

Respectfully submitted,



Craig Miller, P.Eng.
Environmental Superintendent

Town of Fort Frances

Fort Frances Drinking Water System

Management Review Meeting Minutes

Date: Wednesday August 25, 2021

Time: 1:00 P.M.

Location: Fort Frances Memorial Sports Centre

In Attendance: Faisal Anwar, CAO, Craig Miller, Paul Lemesurier, Jay Bruyere, Greg Wiedenhoeft, Bryan Patterson, Eric Gustafson and Travis Rob.

Absent: Joel Nicolay

Part of the QMS Operational Plan requires that management shall review the QMS once every twelve (12) months to assess and ensure the continuing suitability, adequacy and effectiveness of the QMS. Element 20 – Management Review was discussed. Management Reviews shall be included in the internal audit schedule.

Introduction:

Reference to Operational Plan – Element 20 Management Review

Period June 1, 2020 to May 31, 2021

The Environmental Superintendent red through Element 20 with the committee members and there were no concerns or changes that needed to be made.

Item 1 – Incidents of regulatory non-compliance:

Ministry of the Environment (MOE) Annual Inspection Report (2020/2021)
Date of Inspection: January 8, 2021
Non-compliance with regulatory requirements – Four (4)

Continuous monitoring equipment that was being utilized to fulfill O.Reg 170/03 requirements was not performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O.Reg 170/03 and/or was not recording the data with the prescribed format.

- Between the dates of March 4, 2020 through to March 5 2020 at 7:50, final effluent chloring residual data and filter effluent turbidity data was not recorded in the SCADA system due to UPS failure which has been resolved with new, redundant UPS systems.

All required written notices of adverse water quality incidents were not provided as per O.Reg 170/03 Section 16-7

- Written notice of an adverse water quality incident was not provided to the Ministry within the required 24 hours of verbal notification. We have provided training and this has been resolved.

All reporting requirements for lead sampling were not complied with as per schedule 15. Section 1-9 of O.Reg 170/03

- Owners of sample points were not notified by the Town of their test results in the mandated 7 days of receiving the results. We have resolved this item by notifying all owners.

The Annual Report did not contain the required information and/or was not prepared by February 28th of the following year.

- The annual report submitted to the MECP for 2019 did not include the one adverse test result or corrective action. The 2019 report has since been revised and resubmitted to the MECP, thereby resolving this incident.

2019 Annual Summary Report (Schedule22) O. Reg. 170/03
Regulatory requirement: No later than March 31, 2021
Reported to O & F Executive Committee and Council
Council Approval was received March 8, 2021
Date submitted to MECP – March 9, 2021
Non Compliance with Regulatory Requirements: None

2019 Annual Report – O. Reg. 170/03
Regulatory Requirement: Not later than February 28
Date submitted to MECP: February 24, 2021
Non Compliance with Regulatory Requirements: None

O. Reg 450/07: Charges for Industrial and Commercial Water Users
Regulatory Requirement: Not later than March 31, 2021
Date submitted to MECP: No submission required

O. Reg. 387/04: Water Taking and Reporting
Regulatory Requirement: Not later than March 31
Date submitted to MECP: February 27, 2021.

Non-compliance with Regulatory Requirements: Late submission

Item 2 – Incidents of adverse drinking water tests:

WTP:
No adverse treated water samples

Water Distribution System:
Six (6) adverse distribution system samples.

6/15/2020 – AWQI #150279 – Campground Opening
7/21/2020 – AWQI #150860 – Scott Street WM Commissioning
9/9/2020 – AWQI #151997 – Colonization Road Cut and Cap
9/14/2020 – AWQI #152058 – Colonization Road Cut and Cap
12/7/2020 – AWQI #153207 – Weekly Distribution Sample
3/22/2021 – AWQI #153752 – Weekly Distribution Sample

Item 3 – Deviations from critical control-point limits and response actions:

The QMS Team had undertaken a Risk Assessment Review of the risks and their critical control-point/response actions between March 2021 and June 2021.

No changes/additions/deletions were noted

Reference Element 7/8

Due this year for a risk assessment from scratch.

Item 4 – The effectiveness of the risk assessment process:

The Operators reviewed the Risk Assessment Process between March 2021 and April 2021. No changes/additions/deletions were noted.

Reviewed on a yearly basis in accordance with Element 7.

Item 5 – Internal and third party audit results:

Internal Audit Results:

Latest Internal Audit:
June 29 – July 29, 2021 – undertaken by Cody Vangel
No Corrective Actions were identified.
Opportunities for Improvement were brought forward.

Previous Audits:

June 18 to July 3, 2020 – undertaken by Adam Mitchell
No Corrective Actions were identified.

External Audit Results:
Latest External Audit:
12 Month Upgrade Surveillance Audit
Off site (November 16, 2020) – undertaken by SAI GLOBAL – Accreditation Program for Operating Authorities
No non-conformances were identified

Previous Off-Site External Audit
Re-Accreditation Systems Audit
On site (November 20, 2019) – undertaken by SAI GLOBAL – Accreditation Program for Operating Authorities
One minor non-conformance was identified. Evidence of written endorsement by top management and owner. Resolved February 14, 2020

Item 6 – Results of emergency response testing:

Standard Operating Procedures identified in the Emergency Response Binder had been reviewed with the Water System Operators in March 2020

Emergency SOP's Reviewed:

1. Policy 4.24 – SOP No. 1 – for the Destruction (bombing/major fire) of Water Treatment Plant or Water Tower.

2. Policy 4.23 – SOP No. 2 – for Pandemic Situation – affecting the Water Treatment Plant Operators and Community.

3. Policy 4.15 – SOP No. 3 – for Water Main Breaks and Repairs.

4. Policy 4.8 – SOP No. 4 – for breakdown of equipment at the Water Treatment Plant.

5. Policy 4.4 – SOP No. 5 – for Raw Water Source Contamination

6. Policy 4.27 – SOP No. 6 – for Standby Generator – WTP (New)

Item 7 – Operational Performance:

WTP:
Actions and recommendation from MECP

As a result of the 2020/21 MECP Inspection – 4 non compliances were identified. These have been resolved and/or corrected.

To have a Harmful Algae Bloom Monitoring Plan in place by October 28, 20921 – we currently have a draft ready for review by the committee.

Personnel:

ORO Brad Webb retired December 31, 2020
Jeff St. Pierre of OCWA acted as Remote ORO from January 1 to March 31, 2021.
Greg Wiedenhoeft from WTP OIC to ORO upon Mr. Webb's retirement.
Paul LeMesurier acting as WTP OIC
Jay Bruyere moved to the Water Treatment Plant as OIT.

Maintenance issues:

No issues

Currently working with the Ministry and Legal Counsel to find some resolution to the new limit on chlorine residual on backwash and how we can comply.

Distribution System:
Actions and recommendations from MECP:
None

Personnel

Paul LeMesurier now full time at the WTP from Distribution
Jay Bruyere now full time at the WTP from Distribution
One vacant operator role in the Water/Wastewter Department

Maintenance Issues:

A total of 12 water main brakes/repairs and a total of 4 service breaks/repairs throughout the Town since the last Management Review.

Frozen Water services to report – 12 residences

9 Valve replacements and 1 valve removal for 2020.

1. VAL312 – Victoria Ave N at Sixth Street East
2. VAALO57 -Colonization road West at Flinders Place
3. VAL115 – Wright Avenue at Fourth Street West
4. VAL124 – First Street West at Wright Avenue
5. VAL384 – Scott Street at Crowe Avenue
6. VAL393 – Second Street at Crowe Avenue
7. VAL111 – Fifth Street West at Wright Avenue
8. VAL433 – Second Street at Frenette Avenue
9. VAL112 – Fifth Street West at Wright Avenue

Removed VAL113 – Wright Avenue at Fourth Street West

Some existing fire hydrants are obsolete and we have no parts in order to maintain them. 7 Fire Hydrants were replaced in 2020.

1. HYD213 – Armit Avenue North at CNR Tracks
2. HYD141 – Thompson Street at Keating Avenue
3. HYD127 – Midblock of Keating Avenue – 500 block
4. HYD110 – Third Street West at Keating Avenue
5. HYD286 – Midblock of Fifth Street East 1000 block
6. HYD276 – Midblock of Third Street East 900 block
7. HYD302 – Midblock of Williams Avenue 1000 block

Item 8 – Raw water supply and drinking water quality trends:

No changes in raw water supply and drinking water quality trends.

Regular seasonal water turnover of Rainy Lake.

Item 9 – Follow up on action items from previous management review:

- Lining the water mains under the CN tracks along Keating Avenue and Wright Avenue is set to be completed in September 2021.
- Review and clarify the new Ontario Water Main Distribution Procedure with the MECP and NWHU to ensure clear understanding has been completed.
- Standardize with one hydrant type and valve for the Town (still outstanding)
- Develop a hydrant maintenance program similar to the valve exercising program that is done annually (currently working on)

- Install Wi Fi at the Water Treatment Plant – completed
- Improve network speeds for uploading videos to the network and utilizing GIS – has been completed at the Water Treatment Plant but still waiting to be completed at the Public Works building.

Item 10 – The status of management action items identified between reviews:

No management action items were identified between reviews.

Item 11 – Changes that could affect the Quality Management System (QMS)

Internal/External Audit: No issues

Management Review: No issues.

Any new business development upstream of water intake could potentially contaminate raw water source or supply. No concerns at this time.

Information only:

Where to find – electronically: Revision updates – Last version – check electronic version (latest version) found in W:\QMS Operational Plan\...file name (June 18, 2021; Revision No. 14).

Item 12 - Consumer Feedback:

Customer complaints: Last period – 1 complaint – this period 3 complaints – 2 for chlorine and 1 for distribution.

Notes:

Typical root causes of complaints

1. Construction projects creating dead-end mains can cause stagnate and discoloured water issues.

2. Result of water main breaks

3. Maintenance – valve exercising and flushing

4. Strong smell/taste of chlorine

Item 13 – The Resources needed to maintain the Quality Management System (QMS):

Council's commitment to provide the following:

Personnel – No issues

Financial – No issues

Item 14 – The results of infrastructure review:

Six (6) year capital plan (In OP – Appendix 1) 2021 is the end of the six (6) year plant
On an annual basis
Proposed infrastructure upgrades are discussed and reviewed with operators.
Council reviews and approves.

WTP:

On a monthly basis the WTP Overall Responsible Operator generates a report outlining operational and maintenance activities. The report is circulated and reviewed by the Environmental and Facilities Superintendent, Manager of Operations and Facilities, the O & F Executive Committee and Council.

Upgrades for this period:

Installed two new soda ash pumps

High lift pump #4 rebuild

Replaced impeller motor on clarifier #2

Replaced lab bench analyzer

Water Distribution System:

On a monthly basis, Environmental and Facilities Superintendent generates a report outlining maintenance activities. The report is circulated and reviewed by the Manager of O & F and the O & F Executive Committee and Council.

Upgrades during this period:

Water main valve exercise program – 20% per year – Area 5

Hydrant flushing: Flushing annually

Fire hydrant replacements: 7 see section 7 for a detailed list

Water main isolation valve replacements: 9 – See Section 7 for detailed list

Main Replacement (Construction Projects):

- Scott Street between Colonization Road East and Reid Avenue
- Colonization Road West between Armstrong Place and east end of Riverview Cemetery
- Erin Crescent

Scheduled for 2021 Construction:

Replacements/new installation of water mains and services along the following streets:

a) Armit Avenue between Scott Street and Church Street
b) King's Highway (Pit Road #1 to Pit Road #2)

Item 15 – Operational plan currency, content and updates:

Current revision date: June 18, 2021– Revision 14

Updates – since previous period

Audits – amended OP after the audit review

List CAR's and provide copies of Corrective Action Records – None.

Document Request Change (DRC) – document changes to Operational Plan as described above (spelling, grammar, personnel change, etc.). A result of conducting staff meetings to review the Elements within the Operation Plan – these Elements were amended as follows:

1. Element 6 – updated location of intake structure from Northeast to Southeast

2. Element 11 – updated coverage description and alarm notifications

3. Element 14 – updated budgeting timeline statement

4. Appendix C – updated daily/weekly/monthly task lists

5. Appendix D – updated tasks to correct order

6. Appendix E – updated notification requirements and cell phone numbers

7. Appendix H – updated capital plan to current priorities.

Item 16 – Staff Suggestions:

1. Looping Third Street East to Fourth Street West north of lift station
2. Plant security and entry requirements
3. Looping Riverview Drive west of Keating
4. Sewer at Nelson/Armit
5. Rainycrest Hyrant – ownership ??
6. Minnie Avenue/Williams/ 8th – unregistered water line
7. Ability to monitor WTP off site
8. Sewer at Armit no top
9. Minnie Avenue at Second East and Third East

Town of Fort Frances

Fort Frances Drinking Water Quality Management System

Management Review Meeting Notice

Date of Notice:	Friday, August 13, 2021
Date of Meeting:	Wednesday, August 25, 2021
Time of Meeting:	1:00 PM
Location of Meeting:	IFK Meeting Room

DWQMS Team Members:

Please find attached your agenda packages for the Management Review meeting that is scheduled per above.

Along with your agenda package, you find a copy of the management review minutes from the 2020 Management Review meeting as well as a copy of the report that was submitted to Mayor and Council for their approval.

Craig Miller, P.Eng.
Environmental Superintendent

Fort Frances Drinking Water System
Management Review - Meeting Agenda

Date: **August 25, 2021**

Time: **1:00 pm**

Location: **IFK Meeting Room**

A. Introduction:

Reference to Operational Plan - Element 20 Management Review

- See attached Element No. 20.

Period: June 01, 2020 to May 31, 2021

B. Review Items:

1. Incidents of regulatory non-compliance:

Ministry of the Environment (MECP) Annual Inspection Report (2020/2021)
Date of Inspection: January 8, 2021
Compliance Score: 94.11%
Non-compliance with Regulatory Requirements: Four (4)

- Continuous monitoring equipment that was being utilized to fulfill O. Reg. 170/03 requirements was not performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O.Reg. 170/03 and/or was not recording data with the prescribed format.
    - Between March 4, 2020 at 20:12 through March 5, 2020 at 07:50, final effluent chlorine residual data and filter effluent turbidity data was not recorded in the SCADA system due to a UPS failure. This has been resolved with new, redundant UPS systems.

- All required written notices of adverse water quality incidents were not provided as per O. Reg. 170/03 16-7.
    - Written notice of an adverse water quality incident was not provided to the Ministry within 24 hours of verbal notification. This has been resolved with training.

Fort Frances Drinking Water System
Management Review - Meeting Agenda

- All reporting requirements for lead sampling were not complied with as per schedule 15.1-9 of O. Reg. 170/03.
    - Owners of sample points were not notified by the Town of their test results within 7 days of receiving the results back. This has been resolved and all owners have been notified.

- The Annual Report did not contain the required information and/or was not prepared by February 28th of the following year.
    - The Annual Report submitted to the MECP for 2019 did not include the one adverse test result or corrective action. The 2019 report has since been revised and resubmitted to the MECP, thereby resolving this incident.

2019 Annual Summary Report (Schedule 22) – O. Reg. 170/03
Regulatory requirement: No later than March 31
Reported to O. & F. Executive Committee and Council.
Council Approval March 8, 2021
Date submitted to Ministry of the Environment (MECP): March 9, 2021
Non-compliance with Regulatory Requirements: None

2019 Annual Report – O. Reg. 170/03
Regulatory requirement: Not later than February 28
Date submitted to Ministry of the Environment (MECP): February 24, 2021
Non-compliance with Regulatory Requirements: None

O. Reg. 450/07: Charges for Industrial and Commercial Water Users
Regulatory requirement: Not later than March 31
Date submitted to Ministry of the Environment (MECP): No Submission Required
Non-compliance with Regulatory Requirements: None

O. Reg. 387/04: Water Taking and Reporting
Regulatory requirement: Not later than March 31
Date submitted to Ministry of the Environment (MECP): February 27, 2021
Non-compliance with Regulatory Requirements: None

Fort Frances Drinking Water System
Management Review - Meeting Agenda

2. Incidents of adverse drinking water tests:

Water Treatment Plant:
No adverse treated water samples.

Water Distribution System:
Six (6) adverse distribution system samples.

•	6/15/2020	AWQI #150279	Campground Opening
•	7/21/2020	AWQI #150860	Scott St. WM Commissioning
•	9/9/2020	AWQI #151997	Colonization Road Cut and Cap
•	9/14/2020	AWQI #152058	Colonization Road Cut and Cup
•	12/7/2020	AWQI #153207	Weekly Distribution Sample
•	3/22/2021	AWQI #153752	Weekly Distribution Sample

3. Deviations from critical control-point limits and response actions:

The QMS Team had undertaken a Risk Assessment review of the risks and their critical control-points/response actions between March 2021 and June 2021.

No changes / additions / deletions were noted.

Reference - Element 7/8

4. The effectiveness of the risk assessment process:

Operators reviewed the Risk Assessment process between March 2021 and June 2021. No changes / additions / deletions were noted.

(Reviewed on a yearly basis in accordance with Element 7).

5. Internal and third-party audit results:

Internal Audit results:

Latest Internal Audit:
June 29 - July 29, 2021 - undertaken by Cody Vangel
No corrective actions identified.

Fort Frances Drinking Water System
Management Review - Meeting Agenda

Previous Audit:

June 18 - July 3, 2020 - undertaken by Adam Mitchell
No corrective actions identified.

External Audit results:

Latest External Audit:
12-Month Surveillance Audit –
Off-Site (November 16, 2020) - undertaken by SAI GLOBAL - Accreditation Program for Operating Authorities.
No non-conformances were identified.

Previous External Audit:
12-Month Upgrade Surveillance Audit –
Off-Site (November 20, 2019) - undertaken by SAI GLOBAL - Accreditation Program for Operating Authorities.
One minor non-conformance was identified. Evidence of written endorsement by top management and owner. Resolved February 14, 2020.

6. Results of emergency response testing:

Standard Operating Procedures identified in the Emergency Response Binder was reviewed by the Water System Operators in Q1 2020.

Emergency SOP's Reviewed:

1. Policy 4.24 – SOP No. 1 – for the Destruction (Bombing/Major Fire) of Water Treatment Plant or Water Tower.
2. Policy 4.23 – SOP No. 2 – for Pandemic Situation – Affecting the Water Treatment Plant Operators & Community.
3. Policy 4.15 – SOP No.3 – for Water Main Breaks and Repairs.
4. Policy 4.6 – SOP No. 4 – for breakdown of equipment at the Water Treatment Plant
5. Policy 4.4 – SOP No. 6 – for Raw Water Source Contamination
6. Policy 4.27 – SOP for Standby Generator – WTP

See Attachment B.6.

7. Operational performance:

Fort Frances Drinking Water System
Management Review - Meeting Agenda

WTP:

Actions & Recommendations from MECP:

- As a result of the 2020/2021 MECP inspection, four (4) non-conformances were identified. These have been resolved and/or corrected. See Section B, Item 1.

- To have a Harmful Algae Bloom Monitoring Plan in place by October 28, 2021.

Personnel:

- ORO Brad Webb retired December 31, 2020.
- Jeff St. Pierre of OCWA acted as Remote ORO from Jan 1 to Mar 31
- Greg Wiedenhoeft from WTP OIC to ORO upon Mr. Webb's retirement.
- Paul LeMesurier acting as WTP OIC.
- Jay Bruyere moved to the Water Treatment Plant as OIT.

Maintenance issues:

No issues.

Fort Frances Drinking Water System
Management Review - Meeting Agenda

Distribution System:
Actions & Recommendations from MECP:

None

Personnel:

Paul LeMesurier now full time at the WTP from Distribution.
Jay Bruyere now full time at the WTP from Distribution.
One vacant operator role in the Water/Wastewater Department.

Maintenance issues:

A total of 12 water main breaks / repairs & a total of 4 service breaks / repairs throughout the Town since the last Management Review.

See Attachment B.7.

Frozen water services to report – 12 residences

Nine (9) Valve replacements were completed in 2020 and one valve was removed:

1) VAL312 – Victoria Ave N @ Sixth St. E
2) VAL057 – Col Rd. W @ Flinders Place
3) VAL115 – Wright Ave @ 4th St. West
4) VAL124 – First St. W @ Wright Ave
5) VAL384 – Scott St. @ Crowe Ave
6) VAL393 – Second St. @ Crowe Ave
7) VAL111 – Fifth St. W @ Wright Ave
8) VAL433 – Second St. @ Frenette Ave
9) VAL112 – Fifth St. W @ Wright Ave

Removed – VAL113 (Wright @ 4th Street West)

Some existing fire hydrants are obsolete with no parts to maintain them. Seven (7) fire hydrants were replaced in 2020:

1) HYD213 – Armit Ave N @ CNR Tracks
2) HYD141 – Thompson St. @ Keating Ave.
3) HYD127 – Midblock of Keating Ave. 500 Block
4) HYD110 – Third St. W @ Keating Ave.
5) HYD286 – Midblock of Fifth St. E 1000 Block
6) HYD276 – Midblock of Third St. E 900 Block
7) HYD302 – Midblock of Williams Ave 1000 Block

8. Raw water supply and drinking water quality trends:

No changes in raw water supply and drinking water quality trends.

Regular seasonal water turnover of Rainy Lake.

See Chart - Attachment B.8. (Information obtained from DWSP sampling).

9. Follow-up on action items from previous management reviews:

2020 Management Review Items:

a. Lining the water mains under CN tracks along Keating Avenue and Wright Avenue (Sept 2021)
b. Review and clarify the new Ontario Water Main Disinfection Procedure with the MECP and NWHU to ensure clear understanding (Done)
c. Standardize on one type of hydrant and valve for the Town (Not Done Yet)
d. Develop a hydrant maintenance program similar to annual valve exercising program (Not Done Yet)
e. Install Wi-Fi at the water treatment plant (Done)
f. Improve network speeds for uploading videos to network and utilizing GIS (Done @ WTP, Not Done @ PW).

10. The status of management action items identified between reviews:

No management action items identified between reviews.

Fort Frances Drinking Water System
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11. Changes that could affect the Quality Management System (QMS):

Internal/External Audit: No issues.

Management Review: No issues.

Any new business development upstream of water intake could potentially cause contamination of raw water source or supply. No concerns, at this time.

Information Only:
Where to find – electronically: Revision Updates – Last version. Check electronic version (latest version) found in W:\QMS Documentation\QMS Operational Plan\…file name. (June 18, 2021; Revision No. 14)

12. Consumer feedback:

Customer complaints: Last period – 1 complaint; this period 3 complaints (2 for Chlorine, 1 for discoloration).

Notes:

Typical root causes of complaints:

1. Construction projects creating dead-end mains can cause stagnate and discoloured water issues.
2. Water main breaks.
3. Maintenance activities – valve exercising and flushing
4. Strong smell / taste of Chlorine

Customer Complaint Processing form – See Attachment B.12

13. The resources needed to maintain the Quality Management System (QMS):

Council's commitment to provide the following:

Personnel – No issues.

Fort Frances Drinking Water System
Management Review - Meeting Agenda

Financial – No issues.

14. The results of infrastructure review:

Six (6) year capital plan (In OP – Appendix I)
On an annual basis –
Proposed Infrastructure upgrades are discussed and reviewed with operators. Council reviews and approves.

WTP:
On a monthly basis the WTP Overall Responsible Operator generates a report outlining operational and maintenance activities. The report is circulated and reviewed by the Environmental Superintendent., O&F Manager, the O&F Executive Committee and Council.

Upgrades for this period:

Installed new soda ash pump

High lift pump #4 motor rebuild

Replaced Impeller motor on Clarifier #2

Replaced lab bench analyzer

Water Distribution System:
On a monthly basis, the Environmental Superintendent generates a report outlining maintenance activities. The report is circulated and reviewed by the O&F Manager and the O&F Executive Committee and Council.

Upgrades during this period:

Water main valve exercise program: 20% per year (Area 5)

Hydrant flushing: flushing annually

Fire hydrant replacements – 7 – see Section 7 for detailed list.

Water main isolation valve replacements – 9 – See Section 7 for detailed list.

Main Replacement (Construction Projects):

Scott Street between Colonization Road East and Reid Avenue

Fort Frances Drinking Water System
Management Review - Meeting Agenda

Colonization Road West between Armstrong Place and east end of RV Cemetery

Erin Crescent

Scheduled for 2021 Construction:

Replacement/new installation of water mains and services along the following streets:

a. Armit Avenue between Scott Street and Church Street
b. King's Highway (Pit Road 1 to Pit Road 2)

15. Operational plan currency, content and updates:

Current revision date – June 18, 2021, Rev. 14

Updates (since previous period):

Audits - Amended OP after the audit review.

List CAR's and provide copies of Corrective Action Records. None

Document Request Changes (DRC) – document changes to Operation Plan other than the CAR changes as described above. (Spelling, grammar, personnel change, etc.). A result of conducting staff meetings to review the Elements within the Operation Plan these Elements were amended as follows:

1. Element 6 – updated location of intake structure from Northeast to Southeast
2. Element 11 – updated coverage description and alarm notifications
3. Element 14 – updated budgeting timeline statement
4. Appendix C – updated daily / weekly / monthly task lists
5. Appendix D – updated tasks to correct order
6. Appendix E – updated notification requirements and cell phone numbers
7. Appendix H – updated capital plan to current priorities

Fort Frances Drinking Water System
Management Review - Meeting Agenda

16. Staff suggestions:

Any concerns from operators/staff.

20 Management Review

20.1 Review Frequency

Top management shall review the QMS once every twelve (12) months to assess and ensure the continuing suitability, adequacy and effectiveness of the QMS.

Management review(s) shall be included in the internal audit schedule.

20.2 Review Participants

Management review participants shall include:

- CAO
- Operations & Facilities Manager
- Environmental Superintendent (QMS Representative)
- Overall Responsible Operator
- Operator In Charge (Water Distribution System)

The Operations & Facilities Manager may include other personnel at his discretion.

Attendees shall be notified of the management review meeting by e-mail and/or internal memo.

20.3 Review Input

The QMS Representative and the Secretary/Receptionist shall provide a summary of the following information in a suitable format to the management review meeting attendees at least seven (7) days prior to the meeting:

- Incidents of regulatory non-compliance.
- Incidents of adverse drinking-water tests.
- Deviations from critical control-point limits and response actions.
- The effectiveness of the risk assessment process.
- Internal and third-party audit results.
- Results of emergency response testing.
- Operational performance.
- Raw water supply and drinking water quality trends.
- Follow-up on action items from previous management reviews.
- The status of management action items identified between reviews.
- Changes that could affect the QMS.

- Consumer feedback.
- The resources needed to maintain the QMS.
- The results of the infrastructure review.
- Operational plan currency, content and updates.
- Staff suggestions.

20.4 Review Process

The QMS Representative shall prepare a meeting agenda and distribute the meeting agenda with the management review data.

The management review participants shall review all data presented, and where necessary, identify opportunities for improvements. These may include opportunities for improvement related to the:

- Effectiveness of the QMS and related procedures.
- Ability of the Operating Authority to implement the QMS
- Provision of adequate human and financial resources.
- The level of consumer satisfaction.

For all opportunities identified, the management review participants shall identify action items, personnel responsible for implementing action items and timelines for action items.

Records of management reviews, recommendations, decisions, action items, personnel responsibilities, and timelines shall be forwarded to the Operations & Facilities Executive Committee upon completion for acceptance and then forward to Council (Owner) of the Town of Fort Frances for review and acceptance.

Records shall be maintained by the QMS Representative. The records shall reflect all new action items and any decisions made by the Management Review Team, deficiencies, personnel responsible for action items, and timelines.

LOCATON	DATE	TYPE	NOTES
504 CHURCH STREET	29-Dec-20	WATER SERVICE	REPLACED 10FT LEAD WATER SERVICE FROM MAIN TO CS WITH 3/4" COPPER
428 VICTORIA AVENUE	9-Feb-21	WATER SERVICE	CS CAME APART ON TOWN PROPERTY
1003 COLONIZATION ROAD WEST	22-Mar-21	WATER SERVICE	REPLACED 4 M OF 1/2" COPPER FROM CS TO CURBLINE
1548 KINGS HWY	19-May-21	WATER SERVICE	Repaired water service
CHURCH AT MOSHER	23-Jun-20	WATERMAIN	REPAIR WATER MAIN VALVE
WRIGHT AT 4TH ST W	2-Jul-20	WATERMAIN	WATER MAIN REPAIR
414 FIFTH STREET WEST	16-Jul-20	WATERMAIN	WATER MAIN REPAIR
900 WRIGHT AVENUE	22-Jul-20	WATERMAIN	REPLACED FAILED WATER MAIN VALVE
826 SECOND STREET EAST	26-Nov-20	WATERMAIN	WL0345 - WATERMAIN SPLIT AT HYDRANT TEE (HYD257)
802 SECOND STREET EAST	27-Nov-20	WATERMAIN	REPLACED VALVE - BONNET HAD BLOWN
SECOND ST E @ FRENETTE AVE	27-Nov-20	WATERMAIN	WL0345 - REPAIRED AT VAL433 (BONNET CAME OFF VALVE) - REPLACED VALVE, REPAIRED MAIN
225 CHURCH STREET	12-Jan-21	WATERMAIN	BREAK REPAIR
213 crowe avenue	9-Mar-21	WATERMAIN	WATERMAIN REPAIR
4TH STREET W @ WRIGHT AVE	6-May-21	WATERMAIN	WATERMAIN REPAIR
5TH STREET W @ WRIGHT AVE	12-May-21	WATERMAIN	WATERMAIN REPAIR
6TH STREET E @ CNR TRACKS	20-May-21	WATERMAIN	WATERMAIN REPAIR

Source Water Assessment Data

E. Coli & T. Coliform - Raw

Sample Type	Year	Number of Samples	Range of E. Coli or Fecal Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Raw	2020	45**	E.C.: <1 - 14	<1 - 291	N/A	N/A
Treated	2020	45**	0	0	43	0 - 44
Distribution	2020	427**	0	0	214	0 - 45
Raw	2019	52	E.C.: <1 - 30	<1 - 272	N/A	N/A
Treated	2019	52	0	0	52	0 - 2
Distribution	2019	320	0	0	143	0 - 10
Raw	2018	51*	E.C.: <1 - 30	<1 - 272	N/A	N/A
Treated	2018	51*	0	0	51*	0 - 2
Distribution	2018	451	0	0	161	0 - 10
Raw	2017	51*	E.C.: <1 - 4	<1 - 517	N/A	N/A
Treated	2017	52	0	0	52	0 - 2
Distribution	2017	538	0	0	109	0 - 4
Raw	2016	52	E.C.: <1 - 6	<1 - 236	N/A	N/A
Treated	2016	52	0	0	52	0 - 4
Distribution	2016	236	0	0	137	0 - 168
Raw	2015	52	E.C.: <1 - 9	<1 - 326	N/A	N/A
Treated	2015	52	0	0	52	0 - 1
Distribution	2015	538	0	0	197	0 - 54

* indicates that a sample froze during shipment between Christmas Day and New Year's Day.

** Number of samples is based on year-to-date.

Source Water Assessment Data - ORGANICS

ANALYTE	Units	2020	2019	2018	2017	2016	Avg	Ded. Limit
1,1-dichloroethylene (vinylidene chlorid	ug/L	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.5
1,2-Dichlorobenzene	ug/L	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.5
1,2-dichloroethane	ug/L	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.5
1,4-Dichlorobenzene	ug/L	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.5
1,4-Difluorobenzene	%	100.9	98.3	99.1	102.6	94.2	99.0	1
2,3,4,6-Tetrachlorophenol	ug/L	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.5
2,4,5-T	ug/L					<0.20	<0.20	0.2
2,4,6-Tribromophenol	%	100.9	111.1	113.4	99.2	93	103.5	1
2,4,6-Trichlorophenol	ug/L	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.5
2,4-D	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
2,4-Dichlorophenol	ug/L	<0.30	<0.30	<0.30	<0.30	<0.30	<0.30	0.3
2,4-Dichlorophenylacetic Acid	%	81.9	88.0	105.9	90.9	98.6	93.1	1
2-Fluorobiphenyl	%	87.3	61.0	78.0	77.4	91.4	79.0	1
4-Bromofluorobenzene	%	98.9	95.7	89.8	96.2	86.9	93.5	1
a-chlordane	ug/L	<0.10					<0.10	0.1
Alachlor	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
alpha-Chlordane	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Antimony (Sb)-Total	ug/L	<0.60	<0.60	<0.60	<0.60	<0.60	<0.60	0.6
alpha-BHC	ug/L	<0.10					<0.10	0.1
alpha-Endosulfan	ug/L	<0.10					<0.10	0.1
Aroclor 1242	ug/L	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	0.02
Aroclor 1254	ug/L	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	0.02
Aroclor 1260	ug/L	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	0.02
Arsenic (As)-Total	ug/L	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	1
Atrazine	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Atrazine & Metabolites	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
Atrazine Desethyl	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Azinphos-methyl	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Barium (Ba)-Total	ug/L	<10	<10	<10	<10	<10	<10	10
Benzene	ug/L	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.5
Benzo(a)pyrene	ug/L	<0.0050	<0.010	<0.010	<0.010	<0.010	<0.0050	0.005
Boron (B)-Total	ug/L	<50	<50	<50	<50	<50	<50	50
beta-BHC	ug/L	<0.10					<0.10	0.1
beta-Endosulfan	ug/L	<0.10					<0.10	0.1
Bromoxynil	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
Cadmium (Cd)-Total	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Carbaryl	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
Carbofuran	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
Carbon tetrachloride	ug/L	<0.20	<0.20	<0.20	<0.20	<0.50	<0.20	0.2
Chlorpyrifos	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Chromium (Cr)-Total	ug/L	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	1
d14-Terphenyl	%	91.8	96.7	90.8	110.5	96.5	97.3	1
d14-Terphenyl	%	105.6	84.5	96.4	98.2	113.2	99.6	1
delta-BHC	ug/L	<0.10					<0.10	0.1
Diazinon	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Dicamba	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
Dichloromethane	ug/L	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	5
Diclofop-methyl	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
Dieldrin	ug/L	<0.10					<0.10	0.1
Dimethoate	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Dinoseb	ug/L					<0.20	<0.20	0.2

Source Water Assessment Data - ORGANICS

ANALYTE	Units	2020	2019	2018	2017	2016	Avg	Ded. Limit
Diquat	ug/L	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	1
Diuron	ug/L	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	1
Ethylbenzene	ug/L		<0.50	<0.50			<0.50	0.5
Endosulfan Sulfate	ug/L	<0.10					<0.10	0.1
Endrin	ug/L	<0.10					<0.10	0.1
Endrin Aldehyde	ug/L	<0.10					<0.10	0.1
Ethylbenzene	ug/L	<0.50					<0.50	0.5
Fluoride (F)	mg/L	0.780					0.780	0.02
gamma-Chlordane	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Glyphosate	ug/L	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	5
Heptachlor	ug/L	<0.10					<0.10	0.1
Heptachlor Epoxide	ug/L	<0.10					<0.10	0.1
Lindane	ug/L	<0.10					<0.10	0.1
m/p-xylene	ug/L	<1.0	<1.0	<1.0			<1.0	1
Malathion	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
MCPA	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
Mercury (Hg)-Total	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Methoxychlor	ug/L	<0.10					<0.10	0.1
Metolachlor	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Metribuzin	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Mirex	ug/L	<0.10					<0.10	0.1
Monochlorobenzene	ug/L	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.5
Nitrate (as N)	ug/L	0.101	0.1	0.086	0.092	0.074	0.091	0.02
Nitrate and Nitrite as N	mg/L	0.101	0.1	0.086	0.092	0.074	0.091	0.04
Nitrite (as N)	mg/L	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	0.01
o,p-DDD	ug/L	<0.10					<0.10	0.1
o,p-DDE	ug/L	<0.10					<0.10	0.1
o,p-DDT	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Oxychlordane	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
o-xylene	ug/L	<0.50	<0.50	<0.50			<0.50	0.5
Paraquat	ug/L	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	1
Pentachlorophenol	ug/L	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.5
Phorate	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Picloram	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
p,p-DDD	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
p,p-DDE	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
p,p-DDT	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Prometryne	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Selenium (Se)-Total	ug/L	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	1
Simazine	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Sodium (Na)-Total	mg/L	18.2					18.2	0.5
Terbufos	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
Tetrachloroethylene (perchloroethylene)	ug/L	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.5
Toluene	ug/L	<0.50	<0.50	<0.50			<0.50	0.5
Total PCBs	ug/L	<0.035	<0.035	<0.035	<0.035	<0.035	<0.035	0.035
Triallate	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Trichloroethylene	ug/L	<0.50	<0.50	<0.50	<0.50	1.43	<0.50	0.5
Trifluralin	ug/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.1
Uranium (U)-Total	ug/L	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	2
Vinyl chloride	ug/L	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	0.2
Xylenes (Total)	ug/L	<1.5					<1.5	1.5

Attachment B.8

Raw Water Supply and Drinking Water Quality Trends

Source Water Assessment Data

Raw Water Quality Trends:

	Paramaters			
	Alkalinity	**Colour**	**pH**	**THMs**
Date Sampled	**(mg/L)**	**(TCU)**		**(ug/L)**
Feb. 13, 2012	21	28.1	7.36	0.5
May 15, 2012	20.1	25.3	7.37	0.5
Aug. 28, 2012	20.5	25.5	7.56	0.5
Aug. 19, 2013	16.9	38.6	7.52	0.1
Oct. 29, 2013	20.4	30.4	7.46	0.1
Feb. 11, 2014	Samples Froze			
April 29, 2014	20.1	25.3	7.37	0.5
July 22, 2014		40.7	6.91	0.1
Nov. 24, 2014	Samples Froze			
April 8, 2015	15	41.9	7.13	0.1
May 25, 2015	Data not received from lab			
August 4, 2015	17.2	38.0	7.35	0.1
October 26, 2015	16.1	32.9	7.28	0.1
March 9, 2016	16.3	38.0	7.37	0.1
May 16, 2016	16.3	38.0	7.37	0.1
October 7, 2016		38.0	7.05	0.1
February 28, 2017		32.9	7.37	0.1
August 9, 2017	Data not received from lab			
November 8, 2017	21.5	33.8	7.53	0.1
January 17, 2018		32.4	7.22	0.1
May 7, 2018	15.8	35.4	6.97	0.1
July 26, 2018		38.8	6.86	0.2
October 30, 2018	17.2	34.9	7.12	0.1
March 11, 2019		36.3	6.97	0.1
May 8, 2019	17.8		6.92	0.1
July 23, 2019			7.03	
November 5, 2019				

Data taken from DWSP Samples unless otherwise indicated

First Engineers Report - Characterization of Raw Water Supply Source

Colour - Range of 30 - 40 TCU

Alkalinity - Very low (Pose a challenge in chemical removal of organic and colour)

Dissolved Organic Carbon - Usually around 9.0 mg/L

No colour data

No colour data

No raw water data

Alkalinity - defined as its capacity to neutralize acid. (pH less than 7)
pH - A measure of the acidity or alkalinity of a solution (Neutral is 7)
THMs (Trihalomethanes) - Are created when chlorine is added to water. They are toxic chemical substances that consist of a methane molecule and one of the halogen elements.

Data collected from other sources

Attachment B.8

Source Water Assessment Data

Treated Water Quality Trends:

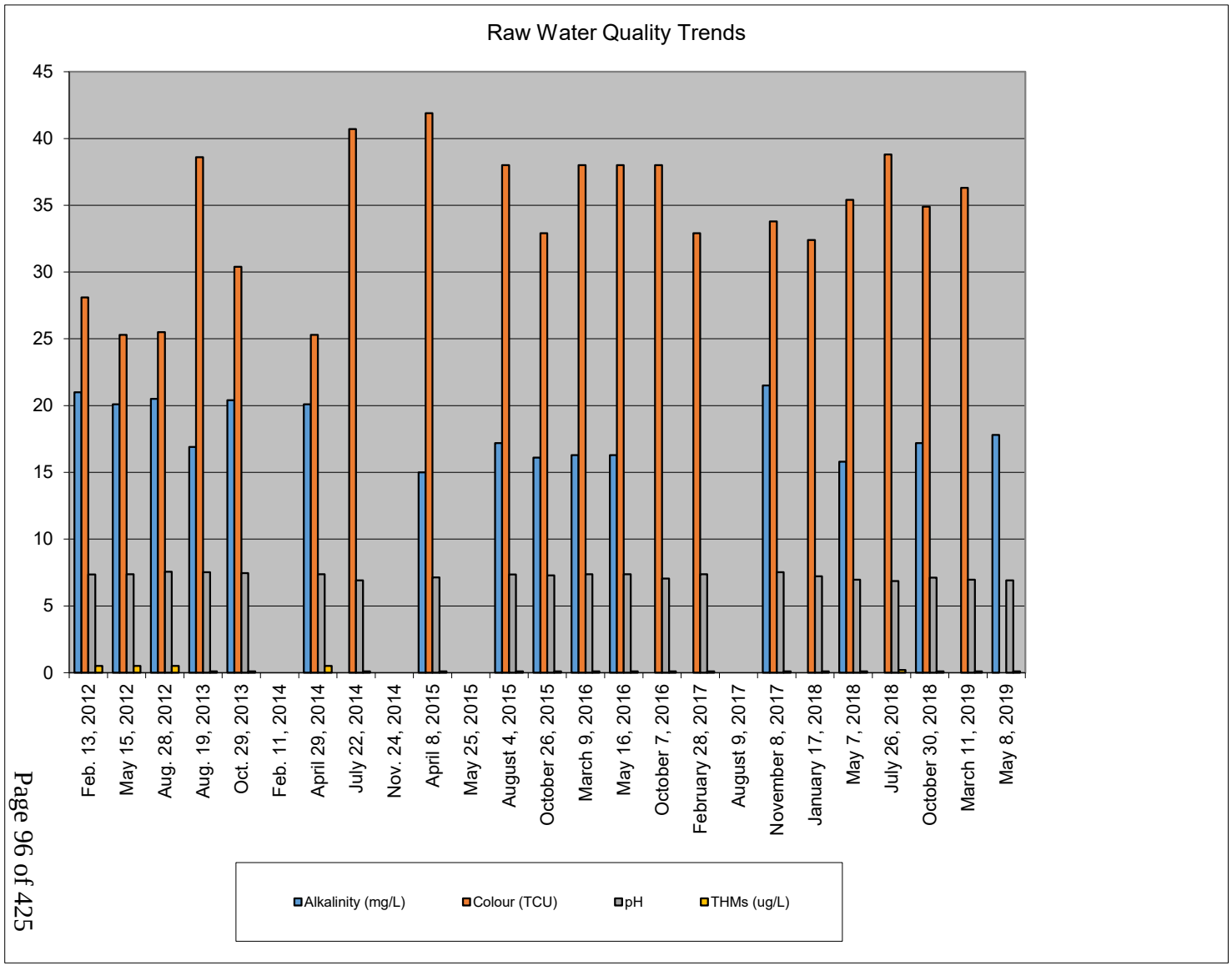
	Paramaters				
	Alkalinity	**Colour**	**pH**	**THMs**	
Date Sampled	**(mg/L)**	**(TCU)**		**(ug/L)**	
February 13, 2012	35.2	1.0	7.59	49	Data taken from DWSP Samples unless otherwise indicated
May 15, 2012	30.5	3.5	7.46	53.5	
August 28, 2012	25.6	1.2	7.63	71	
Nov. 14, 2012	33.9	0.2	7.73	42.3	
May 6, 2013	29.3	2.6	7.59	43.5	
August 19, 2013	22.6	1.1	7.43	68.3	
October 29, 2013	27.2	1.1	7.49	56	
February 11, 2014	Samples Froze				
April 29, 2014	30.5	3.5	7.46	53.5	
July 22, 2014	33.4	1.5	7.09	95.0	
Nov. 24, 2014	Samples Froze				
April 8, 2015	31.3	1.8	7.43	53.7	
May 25, 2015	Data not received from lab				
August 4, 2015	27.4	1.6	7.38	86.5	
October 26, 2015	29.1	1.0	7.39	61.3	
March 9, 2016	24.0	1.8	7.36	50.1	
May 16, 2016	24.0	1.8	7.36	50.1	
October 7, 2016		1.0	7.18	81.7	
February 28, 2017		1.7	7.28	44.1	
August 9, 2017	Data not received from lab				
November 8, 2017	35.5	1.3	7.75	54.0	
January 17, 2018		1.1	6.87	48.3	
May 7, 2018	29.3	1.8	7.09	51.9	
July 26, 2018		1.6	6.94	92	
October 30, 2018	31.4	1.0	7.14	32	
March 11, 2019		0.8	6.99	53	
May 8, 2019	30.7		7.01	56	No colour data
July 23, 2019			7.24		No colour data
November 5, 2019					No treated water data

Alkalinity - defined as its capacity to neutralize acid. (pH less than 7)
pH - A measure of the acidity or alkalinity of a solution (Neutral is 7)
THMs (Trihalomethanes) - Are created when chlorine is added to water. They are toxic chemical substances that consist of a methane molecule and one of the halogen elements.

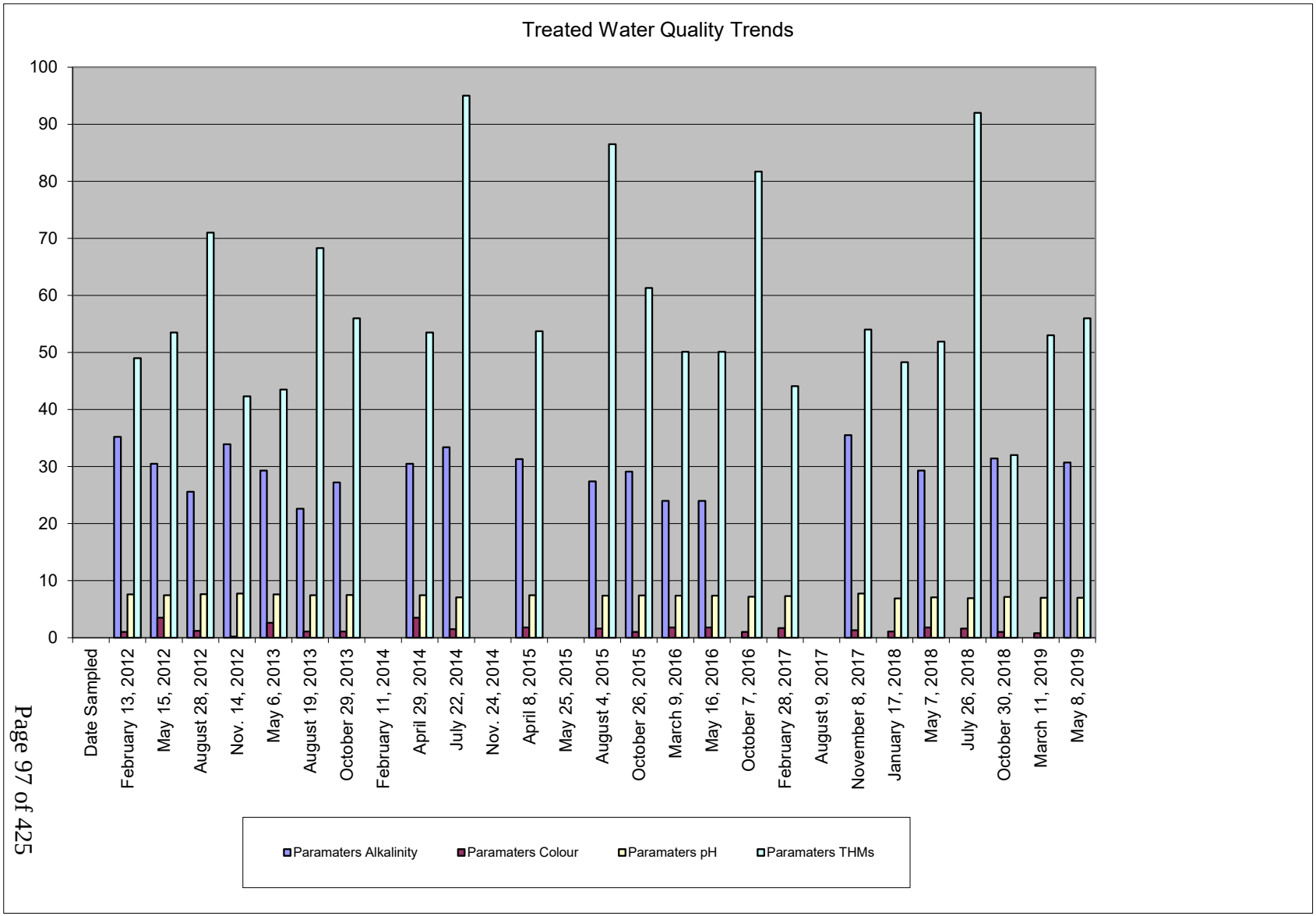
Data collected from other sources

AGENDA ITEM #5.12

Attachment B.8



Attachment B.8



Source Water Assessment Data

Turbidity - Raw (NTU)

2020

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	0.93	0.88	0.83	0.88	0.93	0.90	0.55	0.86	0.60	0.54	0.58	0.67	0.54	0.66	0.65	0.56	0.53	0.65	0.71	0.73	0.49	0.39	0.60	0.42	0.14	0.92	0.76	0.81	0.88	0.59	0.71	**0.67**	**0.93**	**0.14**
February	0.80	0.77	0.54	0.52	0.48	0.63	0.64	0.69	1.03	0.68	0.30	0.60	0.85	0.69	0.77	0.51	0.49	0.64	0.48	0.52	0.63	0.54	0.60	0.61	0.63	0.49	0.55	0.79	0.75			**0.63**	**1.03**	**0.30**
March	0.74	0.68	0.65	0.52	0.53	0.53	0.52	0.55	0.59	0.56	1.00	0.73	0.72	1.00	0.65	0.79	0.59	0.72	0.48	0.55	0.51	0.57	0.55	0.59	0.62	0.62	0.54	0.52	0.60	0.59	0.59	**0.63**	**1.00**	**0.48**
April	0.55	0.57	0.59	0.61	0.66	0.59	0.63	0.61	0.55	0.58	0.63	0.64	0.59	0.74	0.98	0.77	0.81	0.83	0.83	0.98	0.88	0.84	0.97	0.89	0.94	0.83	0.78	0.79	0.96	1.08		**0.76**	**1.08**	**0.55**
May	1.02	0.97	1.10	1.29	1.38	1.43	1.67	1.49	1.41	1.44	1.47	1.43	1.51	1.46	1.55	1.48	1.44	1.50	1.49	1.40	1.04	1.26	0.91	1.05	1.06	1.22	1.07	1.22	1.31	1.35	1.22	**1.31**	**1.67**	**0.91**
June	1.31	1.22	1.34	1.36	1.23	1.28	1.30	1.66	1.54	1.33	1.64	1.40	1.50	1.53	1.55	1.60	1.63	1.58	1.63	1.58	1.63	1.69	1.64	1.55	1.26	1.48	1.52	1.43	1.44	1.47		**1.48**	**1.69**	**1.22**
July	1.26	1.31	1.64	1.16	1.21	1.86	1.34	1.55	1.43	1.63	1.67	1.66	1.69	1.65	1.62	1.79	1.64	1.66	1.70	1.69	1.67	1.37	1.45	1.29	1.24	1.27	1.20	1.54	1.42	1.13	1.27	**1.48**	**1.86**	**1.13**
August	1.33	1.12	1.13	1.15	1.20	1.05	1.01	0.93	1.02	0.97	1.24	1.66	1.36	1.39	1.31	1.35	1.40	1.42	1.45	1.40	1.31	1.33	1.35	1.36	1.30	1.35	1.41	1.44	1.38	1.43	1.48	**1.29**	**1.66**	**0.93**
September	1.37	1.36	1.30	1.58	1.59	1.66	1.65	1.60	1.71	1.56	1.69	1.56	1.26	1.47	1.65	1.31	1.31	1.28	1.25	1.22	1.03	1.67	1.32	1.29	1.29	1.31	1.13	1.06	1.11	1.20		**1.39**	**1.71**	**1.03**
October	1.14	1.19	1.22	1.17	1.29	1.15	1.20	1.22	1.49	1.29	1.68	1.10	1.63	1.63	1.66	1.68	1.66	1.43	1.52	1.45	1.50	1.47	1.43	1.17	1.54	1.60	1.14	1.38	1.23	1.62	1.65	**1.40**	**1.68**	**1.10**
November																																		
December																																		
																																1.10	**1.86**	**0.14**

Yearly

2019

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	1.17	1.09	1.11	1.21	1.30	1.27	1.34	1.23	1.19	1.12	1.18	1.16	1.22	1.29	1.19	1.24	1.27	1.20	1.18	1.22	1.19	1.24	1.25	1.30	1.22	1.27	1.24	1.27	1.22	1.19	1.24	**1.22**	**1.34**	**1.09**
February	1.18	1.22	1.16	1.23	1.24	1.28	1.21	1.26	1.31	1.25	1.17	1.24	1.22	1.26	1.29	1.29	1.19	1.23	1.27	1.16	1.19	1.26	1.16	1.22	1.26	1.22	1.27	1.25				**1.23**	**1.31**	**1.16**
March	1.23	1.31	1.33	1.28	1.23	1.24	1.19	1.23	1.27	1.22	1.27	1.23	1.12	1.01	1.17	1.25	1.22	1.26	1.23	1.00	1.16	1.21	1.25	1.22	1.26	1.25		1.28	1.25	1.21	1.18	**1.22**	**1.33**	**1.00**
April	1.24	1.17	1.19	1.26	1.31	1.17	1.26	1.21	1.24	1.28	1.23	1.27	1.22	1.21	1.26	1.30	1.23	1.26	1.31	1.29	1.26	1.23	1.25	1.30	1.28	1.22	1.19	1.31	1.29	1.21		**1.25**	**1.31**	**1.17**
May	1.16	1.21	1.18	1.14	1.19	1.11	1.10	1.21	1.19	1.23	1.28	1.21	1.18	1.26	1.19	1.27	1.31	1.21	1.27	1.22	1.26	1.23	1.19	1.24	1.21	1.19	1.23	1.26	1.29	1.22	1.26	**1.22**	**1.31**	**1.10**
June	1.27	1.24	1.30	1.29	1.22	1.24	1.56	1.15	1.28	1.51	1.28	1.56	1.77	1.61	1.66	1.55	1.51	1.37	1.46	1.34	1.38	1.31	1.36	1.34	1.32	1.85	1.84	1.67	1.51	1.34		**1.44**	**1.85**	**1.15**
July	1.68	1.64	1.45	1.33	1.39	1.44	1.41	1.47	1.39	1.42	1.37	1.45	1.23	1.31	0.74	1.65	1.43	1.19	1.75	1.89	1.45	1.11	1.67	1.33	1.66	1.52	1.42	1.41	1.14	1.14	1.46	**1.42**	**1.89**	**0.74**
August	1.09	1.42	1.36	1.31	1.39	1.18	1.16	1.19	1.24	1.20	1.15	1.10	0.98	1.08	1.18	1.15	1.20	1.11	1.22	1.33	1.26	1.21	1.26	1.31	1.27	1.29	1.14	1.26	1.41	1.54	1.77	**1.25**	**1.77**	**0.98**
September	1.32	1.22	1.35	1.47	1.32	1.69	1.26	1.24	1.06	1.17	1.12	1.22	1.31	1.28	1.18	1.42	1.45	1.24	1.32	1.53	1.51	1.64	1.47	1.48	1.24	1.23	1.32	1.28	1.42	1.86		**1.35**	**1.86**	**1.06**
October	1.71	1.42	1.61	1.39	1.51	1.41	1.42	1.38	1.44	1.47	1.50	1.38	1.44	1.30	1.26	1.78	1.16	1.47	1.28	1.35	1.23	1.53	1.22	1.37	1.47	1.18	1.32	1.24	1.19	1.14	1.93	**1.40**	**1.93**	**1.14**
November	1.26	0.91	0.91	1.22	1.27	1.23	1.33	1.26	1.29	1.32	1.36	1.05	1.05	1.28	1.04	0.99	1.06	1.31	1.05	1.27	1.12	1.14	0.90	0.96	1.20	0.85	1.35	1.11	1.01	0.89		**1.13**	**1.36**	**0.85**
December	1.24	1.60	1.63	1.55	1.59	1.38	1.45	1.50	1.47	0.89	0.84	0.88	0.83	1.01	0.89	0.94	1.01	0.83	0.78	0.91	0.74	1.07	1.14	0.87	0.89	0.72	0.77	0.78	0.61	0.84	0.86	**1.05**	**1.63**	**0.61**
																																1.26	**1.93**	**0.61**

Yearly

2018

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	0.86	0.93	0.91	0.96	0.99	0.90	0.93	0.95	0.96	0.93	0.95	0.94	0.94	0.91	0.89	0.82	0.77	0.73	0.60	0.79	0.75	0.63	0.52	0.47	0.50	0.46	0.57	0.55	0.49	0.50	0.47	**0.76**	**0.99**	**0.46**
February	0.45	0.44	0.44	0.51	0.41	0.44	0.43	0.40	0.64	0.58	0.54	0.51	0.55	0.59	0.50	0.57	0.52	0.60	0.60	0.63	0.58	0.60	0.55	0.51	0.45	0.48	0.47	0.45				**0.52**	**0.64**	**0.40**
March	0.41	0.44	0.51	0.48	0.45	0.44	0.47	0.47	0.47	0.41	0.44	0.43	0.41	0.43	0.51	0.44	0.42	0.45	0.44	0.56	0.49	0.44	0.51	0.44	0.49	0.45	0.46	0.49	0.44	0.41	0.40	**0.45**	**0.56**	**0.40**
April	0.45	0.48	0.49	0.47	0.44	0.48	0.48	0.43	0.49	0.47	0.48	0.54	0.44	0.47	0.46	0.49	0.52	0.49	0.46	0.47	0.41	0.49	0.44	0.48	0.54	0.61	0.60	0.55	0.58	0.61		**0.49**	**0.61**	**0.41**
May	0.63	0.61	0.60	0.57	0.63	0.70	0.67	0.65	0.70	0.73	0.68	0.71	0.77	1.01	1.19	1.53	1.47	1.63	1.76	1.79	1.36	1.44	1.47	1.54	1.67	1.74	1.66	1.70	1.33	1.46		**1.15**	**1.79**	**0.57**
June	1.60	1.71	1.75	1.68	1.73	1.59	1.61	1.71	1.68	1.77	1.75	1.77	1.71	1.63	1.74	1.82	1.73	1.84	1.76	1.77	1.79	1.81	1.88	1.71	1.77	1.91	1.88	1.96	1.91	1.89		**1.76**	**1.96**	**1.59**
July	1.55	1.77	1.63	1.88	1.96	1.87	1.94	1.99	1.91	1.87	1.81	1.88	1.99	1.85	1.88	1.85	1.93	1.79	1.72	1.88	1.81	1.96	1.95	1.87	1.90	1.92	1.75	1.86	1.94	1.87	1.88	**1.86**	**1.99**	**1.55**
August	1.95	1.89	1.99	1.81	1.86	1.88	1.83	1.91	1.93	1.97	1.88	1.90	1.81	1.87	1.89	1.92	1.78	1.88	1.79	1.81	1.91	1.50	1.47	1.61	1.52	1.55	1.47	1.60	1.58	1.63	1.68	**1.78**	**1.99**	**1.47**
September	1.88	1.89	1.73	1.80	1.90	1.71	1.87	1.69	1.72	1.87	1.82	1.77	1.72	1.83	1.85	1.75	1.71	1.68	1.75	1.84	1.79	1.75	1.90	1.93	1.87	1.82	1.79	1.66	1.62	1.76		**1.79**	**1.93**	**1.62**
October	1.77	1.83	1.82	1.82	1.80	1.88	1.81	1.88	1.78	1.75	1.64	1.68	1.71	1.65	1.66	1.73	1.60	1.84	1.76	1.81	1.88	1.86	1.76	1.69	1.72	1.78	1.66	1.77	1.81	1.71	1.68	**1.76**	**1.88**	**1.60**
November	1.40	1.43	1.51	1.41	1.37	1.54	1.41	1.36	1.41	1.36	1.32	1.33	1.30	1.34	1.40	1.33	1.37	1.40	1.37	1.32	1.41	1.37	1.34	1.40	1.42	1.33	1.36	1.30	1.39	1.26		**1.38**	**1.54**	**1.26**
December	1.26	1.32	1.39	1.36	1.33	1.29	1.35	1.26	1.21	1.31	1.27	1.29	1.34	1.31	1.27	1.40	1.32	1.29	1.33	1.21	1.18	1.22	1.19	1.20	1.25	1.21	1.20	1.26	1.19	1.14	1.11	**1.27**	**1.40**	**1.11**
																																1.25	**1.99**	**0.40**

Yearly

2017

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	1.11	1.02	0.96	0.94	0.96	0.91	0.90	0.92	0.96	1.01	0.93	0.81	0.79	0.77	0.71	0.77	0.78	0.71	0.68	0.73	0.72	0.69	0.76	0.80	0.78	0.76	0.81	0.76	0.81	0.77	0.74	**0.83**	**1.11**	**0.68**
February	0.81	0.76	0.69	0.72	0.77	0.74	0.77	0.82	0.86	0.78	0.76	0.71	0.80	0.73	0.82	0.80	0.77	0.80	0.83	0.87	0.82	0.88	0.84	0.91	0.94	0.92	0.87	0.91				**0.81**	**0.94**	**0.69**
March	0.93	0.89	0.95	0.92	0.99	0.87	0.99	0.92	0.98	0.90	0.92	0.91	0.92	0.93	0.97	0.93	0.99	0.95	0.91	1.01	0.97	0.93	0.91	0.98	1.07	1.01	0.94	1.09	1.11	0.88	1.01	**0.96**	**1.11**	**0.87**
April	0.91	0.93	0.98	0.91	0.89	0.92	0.94	0.91	0.93	0.99	0.97	0.94	1.02	0.98	0.92	1.03	0.96	1.05	0.98	0.92	0.92	0.91	0.89	0.98	1.01	1.03	1.09	1.01	1.07	1.12		**0.97**	**1.12**	**0.89**
May	1.05	0.99	0.93	0.98	0.92	0.95	1.00	1.03	0.98	0.94	1.04	1.09	1.00	0.97	1.01	0.97	0.99	1.07	1.10	1.11	1.15	1.14	1.18	1.11	1.01	1.09	1.15	1.15	1.20	1.17	1.10	**1.05**	**1.20**	**0.92**
June	1.23	1.26	1.29	1.34	1.29	1.34	1.37	1.31	1.35	1.31	1.27	1.34	1.29	1.25	1.33	1.19	1.28	1.33	1.28	1.25	1.31	1.35	1.30	1.27	1.32	1.29	1.34	1.27	1.20	1.36		**1.30**	**1.37**	**1.19**
July	1.19	1.23	1.25	1.19	1.29	1.51	1.56	1.48	1.52	1.58	1.51	1.47	1.51	1.63	1.64	1.58	1.64	1.55	1.58	1.35	1.31	1.35	1.37	1.31	1.42	1.49	1.51	1.47	1.42	1.53	1.47	**1.45**	**1.64**	**1.19**
August	1.91	1.84	1.69	1.86	1.67	1.62	1.74	1.69	1.71	1.66	1.71	1.65	1.69	1.81	1.76	1.68	1.79	1.70	1.63	1.71	1.68	1.73	1.69	1.58	1.69	1.47	1.56	1.70	1.52	1.63		**1.69**	**1.91**	**1.47**
September	1.41	1.33	1.51	1.55	1.63	1.74	1.56	1.60	1.71	1.68	1.59	1.48	1.52	1.44	1.52	1.64	1.66	1.58	1.55	1.57	1.51	1.55	1.47	1.49	1.44	1.68	1.73	1.69	1.76	1.61		**1.57**	**1.76**	**1.33**
October	1.71	1.76	1.68	1.77	1.71	1.62	1.49	1.63	1.71	1.68	1.77	1.59	1.68	1.66	1.61	1.71	1.61	1.73	1.64	1.70	1.63	1.73	1.76	1.59	1.55	1.62	1.66	1.54	1.49	1.49	1.56	**1.65**	**1.77**	**1.49**
November	1.65	1.73	1.69	1.64	1.49	1.53	1.60	1.62	1.58	1.56	1.62	1.67	1.71	1.75	1.56	1.63	1.39	1.37	1.41	1.43	1.64	1.58	1.63	1.65	1.61	1.54	1.56	1.48	1.39	1.43		**1.57**	**1.75**	**1.37**
December	1.47	1.13	1.07	0.98	1.01	0.93	0.98	0.98	1.00	0.99	1.01	1.03	1.05	0.97	0.99	0.91	0.95	0.93	0.94	0.93	0.99	0.98	0.95	1.00	0.99	0.96	0.94	0.92	0.89	0.86	0.87	**0.99**	**1.47**	**0.86**
																																1.24	**1.91**	**0.68**

Yearly

2016

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	0.91	0.97	0.99	0.94	0.83	0.83	0.81	0.85	0.88	0.77	0.83	0.71	0.76	0.81	0.83	0.87	0.86	0.82	0.77	0.69	0.81	0.93	0.91	0.90	0.89	0.92	0.95	0.89	0.76	0.83	0.80	**0.85**	**0.99**	**0.69**
February	0.73	0.61	0.62	0.63	0.58	0.62	0.60	0.57	0.55	0.58	0.58	0.56	0.51	0.55	0.50	0.57	0.56	0.59	0.63	0.51	0.51	0.53	0.61	0.55	0.5	0.55	0.57	0.62	0.52			**0.57**	**0.73**	**0.50**
March	0.58	0.61	0.55	0.51	0.57	0.55	0.54	0.51	0.52	0.61	0.56	0.54	0.60	0.61	0.58	0.62	0.59	0.57	0.59	0.58	0.59	0.61	0.53	0.57	0.52	0.55	0.60	0.51	0.57	0.53	0.59	**0.57**	**0.62**	**0.51**
April	0.61	0.59	0.63	0.56	0.61	0.61	0.63	0.59	0.60	0.63	0.58	0.61	0.60	0.59	0.63	0.59	0.66	0.54	0.60	0.62	0.71	0.77	0.65	0.71	0.68	0.73	0.76	0.67	0.73	0.77		**0.64**	**0.77**	**0.54**
May	0.77	0.75	0.82	0.78	0.81	0.86	0.89	0.88	1.11	1.13	1.02	1.09	0.98	1.10	1.07	1.13	1.11	1.13	1.16	0.92	0.99	1.02	1.19	1.17	1.21	1.29	1.10	1.15	1.12	1.17	1.15	**1.03**	**1.29**	**0.75**
June	1.23	1.19	1.22	1.38	1.27	1.17	1.23	1.21	1.17	1.13	1.16	1.19	1.21	1.68	1.51	1.67	1.73	1.75	1.69	1.63	1.57	1.53	1.47	1.55	1.59	1.65	1.68	1.57	1.63	1.64		**1.44**	**1.75**	**1.13**
July	1.50	1.49	1.58	1.61	1.63	1.59	1.49	1.51	1.55	1.45	1.53	1.49	1.26	1.33	1.38	1.45	1.45	1.51	1.43	1.37	1.43	1.39	1.45	1.54	1.58	1.44	1.37	1.31	1.45	1.40	1.49	**1.47**	**1.63**	**1.26**
August	1.52	1.63	1.57	1.60	1.42	1.33	1.37	1.51	1.52	1.31	1.09	1.21	1.49	1.49	1.56	1.45	1.36	1.47	1.31	1.39	1.44	1.28	1.33	1.27	1.41	1.37	1.27	1.30	1.12	1.21	1.17	**1.38**	**1.63**	**1.09**
September	1.06	1.21	1.30	1.19	1.12	1.17	1.22	1.33	1.38	1.41	1.39	1.26	1.35	1.22	1.19	1.31	1.20	1.27	1.31	1.21	1.38	1.26	1.33	1.39	1.47	1.35	1.29	1.42	1.49	1.37		**1.30**	**1.49**	**1.06**
October	1.37	1.39	1.28	1.31	1.33	1.23	1.27	1.21	1.36	1.29	1.38	1.32	1.39	1.41	1.26	1.19	1.22	1.27	1.21	1.30	1.33	1.35	1.39	1.31	1.22	1.91	1.30	1.21	1.27	1.33	1.44	**1.32**	**1.91**	**1.19**
November	1.29	1.22	1.23	1.31	1.34	1.21	1.26	1.33	1.34	1.22	1.31	1.37	1.34	1.28	1.21	1.18	1.27	1.32	1.30	1.33	1.27	1.24	1.22	2.19	1.31	1.34	1.31	1.22	1.51	1.60		**1.33**	**2.19**	**1.18**
December	1.65	1.61	1.67	1.60	1.58	1.62	1.52	1.23	1.11	1.06	1.08	1.17	1.11	1.00	1.09	0.99	0.92	0.97	0.94	0.91	0.97	0.94	0.97	1.01	1.05	1.00	1.07	1.02	1.11	1.03	1.06	**1.16**	**1.67**	**0.91**
																																1.09	**2.19**	**0.50**

Yearly

port - Characterization of Raw Water Supply Source

Turbidity - Range of 1.0 to 2.5 NTU.

ITEM #5.12

Source Water Assessment Data

Temperature - Raw (ºC)

2020

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	2	2	2	2	2	2	2	2	2	2	2	2	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	**2.0**	**2**	**1**
February	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2			**2.0**	**2**	**2**
March	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3	3	3	**2.2**	**3**	**2**
April	3	3	3	3	3	3	3	4	3	3	3	3	4	3	4	4	4	5	7	7	7	8	7	7	10	11	10	9	9	9		**5.4**	**11**	**3**
May	9	9	9	9	9	9	9	10	11	12	9	8	9	8	9	10	11	12	13	14	13	13	13	13	12	13	12	12	11	11	12	**10.8**	**14**	**8**
June	12	13	13	13	13	13	13	13	14	15	15	15	16	16	16	16	17	17	17	17	17	18	18	18	19	19	19	20	21	22		**16.2**	**22**	**12**
July	22	23	24	26	25	25	24	24	24	24	24	24	24	22	22	22	21	21	21	21	20	22	22	21	22	22	22	21	21	22	23	**22.6**	**26**	**20**
August	23	23	22	22	22	23	22	23	23	23	23	22	22	22	22	22	22	22	22	22	22	22	22	22	23	23	23	23	22	22	22	**22.4**	**23**	**22**
September	21	20	20	19	19	19	18	17	16	16	16	16	16	16	16	16	16	16	15	15	15	15	15	15	15	15	15	15	15	15		**16.4**	**21**	**15**
October	15	14	13	13	13	13	13	12	12	12	12	12	12	12	11	11	10	10	9	8	8	7	7	7	7	6	6	6	6	6	6	**10.0**	**15**	**6**
November																																		
December																																		
																																11.0	**26**	**1**

Yearly

2019

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	**2.0**	**2**	**2**
February	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2				**2.0**	**2**	**2**
March	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3	3	**2.1**	**3**	**2**
April	3	3	3	3	3	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	5	5	5	5	5	5	5	5	5		**4.1**	**5**	**3**
May	5	5	5	5	5	6	6	6	7	7	8	7	8	8	8	8	9	10	10	10	11	11	12	12	12	12	12	12	12	12	13	**8.8**	**13**	**5**
June	13	13	13	13	13	13	15	15	14	14	14	14	15	15	15	15	15	15	17	17	18	18	19	20	18	16	16	18	20	16		**15.6**	**20**	**13**
July	20	19	19	20	21	21	21	21	21	21	21	21	22	23	22	22	23	23	21	21	21	22	21	22	22	21	22	22	22	22	23	**21.4**	**23**	**19**
August	22	22	23	23	23	23	22	22	22	22	22	22	23	22	22	22	22	22	22	22	22	21	21	21	21	21	21	20	20	20	19	**21.7**	**23**	**19**
September	19	18	18	18	18	18	18	17	17	16	17	16	16	16	16	16	16	16	16	17	17	17	17	17	17	16	16	16	16	14		**16.7**	**19**	**14**
October	14	14	13	13	12	12	12	12	12	12	12	12	12	11	11	11	11	10	10	11	11	11	10	10	10	10	10	9	8	7	7	**11.0**	**14**	**7**
November	7	7	7	7	6	5	5	5	4	4	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		**3.3**	**7**	**2**
December	2	1	1	1	1	2	2	2	2	2	2	2	2	2	2	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	**1.8**	**2**	**1**
																																9.2	**23**	**1**

Yearly

2018

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	**2.0**	**2**	**2**
February	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2				**2.0**	**2**	**2**
March	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	**2.0**	**2**	**2**
April	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	4	4	4	4	4	4	5	5	5		**3.2**	**5**	**2**
May	5	5	5	5	5	6	6	7	7	6	7	6	8	8	9	9	10	10	10	10	11	12	12	14	13	11	12	13	18	18		**9.3**	**18**	**5**
June	17	17	17	15	15	16	16	17	17	17	17	17	17	17	17	18	19	19	21	21	21	22	22	22	22	22	22	22	22	22		**18.9**	**22**	**15**
July	22	21	23	22	22	20	22	20	20	21	22	22	21	22	22	22	21	21	22	23	23	23	23	24	22	21	21	21	21	22	22	**21.7**	**24**	**20**
August	22	22	22	21	21	22	22	22	21	22	22	22	22	22	22	22	22	22	23	22	22	22	22	22	22	22	22	20	20	20	20	**21.7**	**23**	**20**
September	20	21	20	20	20	20	19	20	20	20	19	19	19	20	19	20	20	19	19	19	18	12	11	14	15	15	14	14	13	13		**17.7**	**21**	**11**
October	13	12	13	11	11	11	11	11	10	10	8	9	8	8	8	8	8	7	7	7	7	7	7	7	7	7	7	7	7	7	7	**8.6**	**13**	**7**
November	7	7	7	7	7	6	6	5	4	4	4	4	3	3	3	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2		**3.7**	**7**	**2**
December	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	**2.0**	**3**	**2**
																																9.4	**24**	**2**

Yearly

2017

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	3	3	3	3	**2.5**	**3**	**2**
February	2	2	2	2	2	2	2	3	3	2	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3				**2.7**	**3**	**2**
March	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	4	**2.4**	**4**	**2**
April	4	4	4	4	4	4	4	4	5	4	5	5	5	5	5	6	6	5	5	5	5	6	6	6	5	5	5	5	5	6		**4.9**	**6**	**4**
May	6	6	6	7	7	8	9	9	9	9	9	9	10	10	10	11	11	11	11	11	11	11	11	11	11	12	12	12	12	12	12	**9.9**	**12**	**6**
June	13	13	13	13	14	14	14	16	19	19	16	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17		**16.2**	**19**	**13**
July	17	17	18	19	19	20	19	20	19	20	21	20	19	19	20	20	20	20	20	20	20	20	20	20	22	21	22	23	23	23	23	**20.1**	**23**	**17**
August	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	23	22	22	23	22	22	22	21	20	20	20	20	20	20	20	20	**21.5**	**23**	**20**
September	20	20	20	20	20	18	18	18	18	18	18	18	18	19	18	17	17	16	17	17	18	17	17	17	17	17	16	15	16	15		**17.7**	**20**	**15**
October	15	15	15	15	14	13	13	13	13	13	13	13	13	13	13	12	12	12	11	11	12	12	12	11	11	11	9	8	8	7	7	**11.9**	**15**	**7**
November	7	7	7	6	6	6	5	5	4	3	3	3	3	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2	2		**3.6**	**7**	**2**
December	2	3	3	2	2	2	2	2	2	2	2	2	2	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	**2.0**	**3**	**1**
																																9.6	**23**	**1**

Yearly

2016

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3	**2.1**	**3**	**2**
February	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	3	3	3			**2.4**	**3**	**2**
March	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	4	4	4	**3.1**	**4**	**3**
April	4	4	4	4	4	4	4	4	4	4	4	3	3	4	4	5	5	4	5	5	4	4	5	5	4	4	5	5	6	6		**4.3**	**6**	**3**
May	7	7	7	7	7	7	7	8	9	10	10	10	10	9	9	9	9	10	11	10	12	14	15	10	12	14	14	14	15	15	16	**10.5**	**16**	**7**
June	15	15	15	15	15	15	15	16	15	17	17	17	16	17	17	17	18	18	18	18	18	18	18	19	18	18	18	17	17	18		**16.8**	**19**	**15**
July	17	18	18	18	18	19	20	20	20	20	20	20	20	20	21	20	20	20	21	21	21	21	22	22	22	22	22	22	22	23	23	**20.4**	**23**	**17**
August	23	23	23	23	22	22	23	23	23	22	22	22	22	22	22	22	22	23	22	22	22	22	22	23	22	22	22	22	22	21	21	**22.2**	**23**	**21**
September	21	21	21	21	21	21	21	21	21	21	20	20	20	19	19	19	19	19	18	18	17	17	17	17	17	17	16	16	16	15		**18.9**	**21**	**15**
October	15	15	15	15	15	15	15	14	14	14	13	13	12	12	12	12	11	11	11	11	11	11	10	10	10	10	10	10	10	10	10	**12.2**	**15**	**10**
November	9	9	9	8	8	8	8	8	8	9	8	8	8	8	7	7	7	7	6	6	5	5	5	5	5	5	4	4	4	4		**6.7**	**9**	**4**
December	4	4	4	4	4	4	3	3	3	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3	3	3	**2.7**	**4**	**2**
																																10.2	**23**	**2**

Yearly

AGENDA ITEM #5.2

Source Water Assessment Data

pH - Raw

2020

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	6.97	6.93	6.96	6.95	6.91	6.93	7.03	6.97	7.08	7.02	6.91	6.93	7.03	6.96	7.16	7.08	7.14	6.90	6.93	6.98	6.90	6.89	6.89	6.87	6.86	6.89	6.88	6.86	6.79	6.86	6.85	**6.95**	**7.16**	**6.79**
February	6.78	6.75	6.83	6.93	7.04	7.01	7.10	6.93	6.92	6.91	6.88	6.88	6.88	6.88	6.87	6.77	6.72	6.93	6.92	6.96	6.85	6.92	6.87	6.94	6.73	6.64	6.67	6.72	6.77			**6.86**	**7.10**	**6.64**
March	6.89	6.93	6.90	6.88	7.07	6.87	6.88	6.92	6.82	7.01	6.86	7.03	6.95	6.94	6.89	6.86	6.65	6.70	6.72	6.58	6.72	6.74	6.77	6.74	6.82	6.76	6.75	6.79	6.75	6.88	6.95	**6.84**	**7.07**	**6.58**
April	6.91	6.99	7.01	7.00	7.01	7.00	7.02	7.00	6.99	6.98	7.01	7.00	7.01	6.77	6.74	6.73	6.73	6.73	6.80	6.71	6.61	6.59	6.61	6.84	6.65	6.75	6.82	6.83	6.78	7.09		**6.86**	**7.09**	**6.59**
May	6.85	6.80	6.88	6.79	6.70	6.75	6.78	6.77	6.75	6.77	6.68	6.66	6.71	6.70	6.73	6.79	6.83	6.80	6.78	6.78	6.79	6.77	6.77	6.73	6.73	6.66	6.71	6.69	6.66	6.70	6.73	**6.75**	**6.88**	**6.66**
June	6.71	6.86	6.71	6.99	6.99	6.93	6.83	6.84	6.76	6.73	6.74	6.73	6.79	6.85	6.81	6.85	6.81	6.77	6.71	6.81	6.76	6.71	6.89	6.83	6.93	6.77	6.91	6.92	6.80	6.95		**6.82**	**6.99**	**6.71**
July	6.79	6.78	6.88	6.80	6.79	6.77	6.86	6.75	6.75	6.79	6.83	6.83	6.76	6.75	6.71	6.79	6.81	6.88	6.91	6.99	6.78	6.92	6.86	6.87	6.90	6.93	6.87	6.77	6.86	6.87	6.89	**6.83**	**6.99**	**6.71**
August	6.89	6.88	6.89	7.04	6.89	7.02	7.01	7.12	6.85	7.11	6.90	6.91	6.93	6.92	7.02	6.97	6.98	7.00	7.12	7.09	7.01	7.07	7.00	7.01	7.03	7.03	7.03	7.01	6.98	7.01	7.00	**6.99**	**7.12**	**6.85**
September	7.06	6.93	6.95	6.99	6.97	7.04	7.00	7.24	7.39	7.25	7.27	7.30	7.31	7.25	7.46	7.38	7.33	7.54	7.44	7.32	7.49	7.16	7.24	7.57	7.28	7.29	7.41	7.48	7.36	7.02		**7.26**	**7.57**	**6.93**
October	7.01	6.99	6.96	7.09	7.03	6.90	7.36	7.20	7.43	7.34	7.33	7.40	7.54	7.54	7.53	7.50	7.51	7.53	7.55	7.60	7.73	7.53	7.28	7.23	7.58	7.32	7.47	7.49	7.18	7.19	7.09	**7.34**	**7.73**	**6.90**
November																																		
December																																		
																																6.95	**7.73**	**6.58**	**Yearly**

2019

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	7.17	7.19	7.21	7.14	7.24	7.18	7.23	7.24	7.17	7.19	7.18	6.93	6.91	7.25	7.45	7.43	7.26	7.26	7.09	7.00	7.26	7.20	7.20	7.15	7.10	7.17	7.12	7.12	7.12	7.15	7.14	**7.18**	**7.45**	**6.91**
February	7.08	7.16	7.06	6.99	7.06	7.01	7.02	7.00	7.12	7.10	7.01	7.03	7.04	6.97	7.00	7.00	6.98	6.97	6.95	7.04	7.08	7.12	7.11	7.02	6.97	6.93	6.95	6.97				**7.03**	**7.16**	**6.93**
March	7.06	7.00	7.07	6.98	7.01	7.05	7.03	7.01	7.00	6.99	7.03	6.97	6.99	7.05	7.01	7.00	7.01	7.08	6.91	6.93	7.07	7.01	7.04	7.01	7.07	7.03		7.05	7.07	7.01	6.99	**7.02**	**7.08**	**6.91**
April	7.04	6.94	6.99	6.98	6.96	6.99	6.99	6.99	7.07	7.04	7.03	7.07	7.10	7.09	6.96	6.99	7.02	7.05	7.01	6.95	6.96	6.97	7.01	6.92	6.95	6.95	6.98	6.99	6.96	6.97		**7.00**	**7.10**	**6.92**
May	6.91	6.99	6.93	6.97	6.95	6.84	6.92	6.90	6.94	6.99	6.98	7.01	7.02	7.00	7.01	7.03	7.00	7.03	7.07	7.11	7.04	7.10	7.11	7.06	7.13	7.10	7.09	7.11	7.09	7.24	7.39	**7.03**	**7.39**	**6.84**
June	7.41	7.39	7.23	7.24	7.32	7.25	7.35	7.30	7.17	7.23	7.27	7.24	7.27	7.20	7.21	7.17	7.07	7.27	7.33	7.38	7.38	7.36	7.33	7.24	7.20	6.93	7.06	7.09	7.20	7.27		**7.25**	**7.41**	**6.93**
July	7.10	7.02	7.10	7.22	7.19	7.17	7.10	7.19	7.13	7.16	7.12	7.07	7.19	7.25	7.10	7.24	7.36	7.46	7.20	7.22	7.31	7.43	7.03	7.09	7.07	7.28	7.06	6.97	7.32	7.09	7.14	**7.17**	**7.46**	**6.97**
August	7.10	7.02	7.10	7.22	7.19	7.17	7.10	7.19	7.13	7.16	7.12	7.07	7.19	7.25	7.10	7.24	7.36	7.46	7.20	7.22	7.31	7.43	7.03	7.09	7.07	7.28	7.06	6.97	7.32	7.09	7.14	**7.17**	**7.46**	**6.97**
September	7.09	7.09	6.99	6.97	7.14	7.14	7.14	7.16	7.41	7.21	7.11	7.14	7.19	7.08	7.39	7.15	7.17	7.18	7.15	7.11	7.08	7.20	7.16	7.15	7.18	7.13	7.17	7.17	7.18	7.08		**7.15**	**7.41**	**6.97**
October	7.34	7.38	7.38	7.37	7.34	7.36	7.20	7.31	7.24	7.27	7.30	7.22	7.26	7.14	7.19	7.18	7.19	7.19	7.19	7.20	7.35	7.30	7.28	7.16	7.19	7.19	7.18	7.19	7.04	7.06	6.96	**7.23**	**7.38**	**6.96**
November	7.02	7.19	7.02	7.00	7.17	7.14	7.21	7.19	7.21	7.19	7.18	7.31	7.40	7.39	7.39	7.35	7.33	7.26	7.29	7.27	7.29	7.28	7.38	7.27	7.30	7.17	7.29	7.21	7.17	7.23		**7.24**	**7.40**	**7.00**
December	7.21	7.23	7.28	7.25	7.22	7.30	7.23	7.27	7.31	7.30	7.36	7.24	7.30	7.15	7.12	7.22	7.07	7.16	7.01	7.12	6.99	6.96	6.96	6.97	6.89	6.85	7.06	6.94	6.94	6.93	6.92	**7.12**	**7.36**	**6.85**
																																7.13	**7.46**	**6.84**	**Yearly**

2018

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	7.06	7.08	7.05	7.01	7.07	7.00	7.00	6.97	7.10	7.01	6.89	7.01	6.91	6.98	6.92	6.95	6.87	6.87	6.84	6.90	6.92	6.86	6.91	6.89	6.86	6.89	6.81	6.88	6.94	6.94	6.95	**6.95**	**7.10**	**6.81**
February	6.93	6.97	6.91	6.93	6.91	6.93	6.94	7.10	7.07	7.10	7.01	7.06	7.10	7.14	7.20	7.15	7.19	7.10	7.11	6.91	6.93	6.94	6.93	6.90	6.94	6.95	6.91	6.91				**7.01**	**7.20**	**6.90**
March	6.99	6.96	6.92	6.92	6.93	6.97	6.94	6.96	6.98	7.01	7.09	6.92	6.93	6.97	6.94	6.98	6.96	7.00	6.99	7.06	7.02	6.96	6.99	7.03	7.00	6.96	7.08	6.94	6.99	7.01	7.05	**6.98**	**7.09**	**6.92**
April	7.00	6.82	6.95	6.95	6.90	6.93	6.97	6.94	6.93	7.03	7.05	6.99	6.96	6.91	6.97	7.00	6.92	6.91	6.95	6.98	7.00	7.07	7.01	7.04	7.00	7.04	7.02	7.00	6.88	6.88		**6.97**	**7.07**	**6.82**
May	6.87	6.95	6.88	6.90	6.94	7.00	6.93	6.89	6.96	6.99	6.99	6.99	7.10	6.97	6.96	6.97	6.93	6.98	7.01	7.00	6.98	7.01	6.95	6.98	6.94	6.96	6.92	6.94	6.97	6.96		**6.96**	**7.10**	**6.87**
June	6.98	7.01	7.05	6.92	6.95	6.99	6.94	6.92	6.98	6.95	7.08	6.98	6.95	6.91	6.97	6.99	6.96	6.96	6.99	7.05	7.10	7.12	7.07	7.12	7.07	6.97	6.96	6.91	7.00	6.91		**6.99**	**7.12**	**6.91**
July	6.94	6.89	6.92	6.98	6.96	6.94	6.98	7.02	7.00	7.10	7.07	7.12	7.17	7.21	7.07	7.00	6.87	6.95	6.95	7.00	6.98	7.04	6.91	6.87	6.85	6.86	6.93	6.97	6.96	6.92	6.99	**6.98**	**7.21**	**6.85**
August	7.01	7.07	7.00	6.92	6.99	7.00	7.02	6.97	6.91	6.95	7.01	6.97	6.93	6.98	6.95	6.94	6.82	6.87	6.91	6.85	6.82	6.86	6.91	6.81	7.00	7.00	6.96	6.98	7.00	7.03	7.05	**6.95**	**7.07**	**6.81**
September	7.03	7.03	7.03	7.06	7.09	7.13	7.09	7.07	7.06	7.08	7.21	7.18	7.23	7.15	7.07	7.08	7.11	7.13	7.06	7.11	7.18	7.18	7.19	7.17	7.15	7.11	7.19	7.08	7.11	7.09		**7.12**	**7.23**	**7.03**
October	7.11	7.18	7.20	7.16	7.21	7.09	7.00	7.04	7.21	7.14	7.22	7.06	7.16	7.16	7.17	7.17	7.15	7.09	7.11	7.09	7.01	7.89	7.16	7.06	7.09	7.11	7.06	7.12	7.07	7.12	7.03	**7.14**	**7.89**	**7.00**
November	7.01	7.04	6.92	7.06	7.01	7.09	7.11	7.06	7.07	7.07	7.14	7.12	7.07	6.98	7.04	7.09	7.12	7.01	7.10	7.00	6.98	7.01	6.97	6.90	7.09	7.02	7.06	7.03	7.01	7.07		**7.04**	**7.14**	**6.90**
December	7.04	7.06	7.03	7.07	7.02	7.01	7.07	7.04	7.02	7.03	7.05	7.07	7.03	7.13	7.06	7.03	7.11	7.10	7.06	7.09	7.02	7.07	7.04	7.00	7.01	7.10	7.10	7.15	7.10	7.07	7.11	**7.06**	**7.15**	**7.00**
																																7.01	**7.89**	**6.81**	**Yearly**

2017

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	7.24	7.23	7.26	7.21	7.19	7.16	7.20	7.24	7.26	7.28	7.27	7.25	7.26	7.19	7.15	7.23	7.25	7.26	7.23	7.21	7.23	7.21	7.21	7.26	7.20	7.29	7.24	7.22	7.20	7.20	7.26	**7.23**	**7.29**	**7.15**
February	7.22	7.32	7.25	7.19	7.15	7.19	7.21	7.03	7.10	7.02	7.03	7.10	7.10	7.13	7.14	7.21	7.15	7.20	7.16	7.19	7.12	7.09	7.12	7.19	7.12	7.15	7.19	7.22				**7.15**	**7.32**	**7.02**
March	7.20	7.20	7.15	7.15	7.10	7.22	7.15	7.17	7.19	7.16	7.19	7.14	7.10	7.17	7.06	7.12	7.10	7.15	7.10	7.13	7.15	7.16	7.17	7.15	7.15	7.17	7.21	7.14	7.12	7.12	7.19	**7.15**	**7.22**	**7.06**
April	7.14	7.19	7.12	7.16	7.18	7.17	7.14	7.22	7.15	7.17	7.26	7.21	7.19	7.2	7.17	7.18	7.23	7.21	7.19	7.19	7.20	7.16	7.14	7.21	7.23	7.23	7.15	7.10	7.11	7.19		**7.18**	**7.26**	**7.10**
May	7.20	7.28	7.24	7.25	7.23	7.19	7.12	7.20	7.19	7.19	7.05	7.08	7.06	7.09	7.17	7.19	7.12	7.14	7.14	7.10	7.12	7.21	7.23	7.14	7.16	7.19	7.40	7.52	7.41	7.38	7.38	**7.21**	**7.52**	**7.05**
June	7.41	7.39	7.26	7.24	7.37	7.42	7.44	7.40	7.28	7.20	7.12	7.16	7.31	7.19	7.21	7.30	7.21	7.23	7.26	7.32	7.29	7.26	7.22	7.18	7.24	7.51	7.50	7.44	7.47	7.36		**7.31**	**7.51**	**7.12**
July	7.17	7.12	7.09	7.13	7.47	7.39	7.37	7.48	7.34	7.30	7.32	7.33	7.31	7.32	7.29	7.26	7.31	7.22	7.19	7.22	7.29	7.17	7.15	7.12	7.10	7.30	7.25	7.33	7.36	7.30	7.13	**7.26**	**7.48**	**7.09**
August	7.16	7.20	7.27	7.24	7.20	7.26	7.29	7.17	7.19	7.29	7.21	7.17	7.19	7.22	7.13	7.11	7.26	7.21	7.25	7.20	7.21	7.25	7.21	7.25	7.27	7.29	7.30	7.31	7.30	7.32	7.35	**7.23**	**7.35**	**7.11**
September	7.11	7.21	7.19	7.25	7.09	7.17	7.20	7.16	7.17	7.17	7.07	7.02	7.11	7.14	7.16	7.18	7.16	7.19	7.11	7.19	7.17	7.07	7.00	7.10	7.11	6.88	6.85	6.76	6.91	6.77		**7.09**	**7.25**	**6.76**
October	6.82	6.76	6.80	6.77	6.88	6.78	6.94	6.86	6.92	6.96	6.89	6.83	6.80	6.77	6.91	6.88	6.94	6.99	6.92	6.96	6.90	6.87	6.90	7.00	6.99	6.93	6.96	6.91	6.94	6.91	7.00	**6.89**	**7.00**	**6.76**
November	7.02	7.06	7.11	7.09	7.06	7.03	6.90	6.99	7.01	7.13	7.01	7.03	7.01	7.04	7.06	7.05	7.03	7.10	7.11	7.07	7.05	7.04	7.04	7.11	7.01	7.09	7.16	7.15	7.14	7.11		**7.06**	**7.16**	**6.90**
December	7.32	7.22	7.11	7.09	7.33	7.09	7.12	7.09	7.07	7.11	7.14	7.02	7.01	7.01	7.10	7.07	7.10	7.17	7.14	7.17	7.18	7.14	7.07	7.11	7.11	7.09	7.11	7.16	7.10	7.10	7.04	**7.12**	**7.33**	**7.01**
																																7.16	**7.52**	**6.76**	**Yearly**

2016

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly Average	Monthly Maximum	Monthly Minimum
January	7.07	7.00	7.10	7.07	6.90	7.08	7.07	7.16	7.19	7.25	7.23	7.20	7.21	7.19	7.15	7.16	7.11	7.18	7.09	7.06	7.22	7.16	7.01	7.07	7.01	7.08	7.18	7.05	7.27	7.33	7.44	**7.14**	**7.44**	**6.90**
February	7.43	7.42	7.46	7.16	7.12	7.09	7.05	7.09	7.16	7.17	7.15	7.13	7.10	7.05	7.10	7.08	7.18	7.10	7.13	7.12	7.11	7.10	7.17	7.12	7.06	7.16	7.12	7.09	7.10			**7.15**	**7.46**	**7.05**
March	7.13	7.14	7.10	6.99	7.06	7.03	6.95	7.11	6.91	6.93	7.19	7.40	7.34	7.26	7.35	7.17	7.17	7.20	7.18	7.22	7.25	7.12	7.11	7.23	7.17	7.15	7.17	7.30	7.31	7.16	7.20	**7.16**	**7.40**	**6.91**
April	7.17	7.25	7.20	7.36	7.40	7.38	7.32	7.39	7.30	7.26	7.35	7.33	7.50	7.44	7.41	7.31	7.20	7.42	7.42	7.42	7.43	7.38	7.42	7.33	7.44	7.44	7.25	7.41	7.35	7.31		**7.35**	**7.50**	**7.17**
May	7.29	7.44	7.42	7.41	7.42	7.41	7.40	7.45	7.49	7.42	7.45	7.43	7.47	7.49	7.47	7.47	7.47	7.43	7.46	7.49	7.41	7.40	7.33	7.45	7.44	7.17	7.26	7.19	7.21	7.16	7.15	**7.39**	**7.49**	**7.15**
June	7.14	7.08	7.19	7.26	7.25	7.24	7.21	7.25	7.23	7.28	7.27	7.29	7.26	7.19	7.11	7.11	7.05	7.09	7.12	7.01	7.07	7.10	7.14	7.11	7.04	7.05	7.01	7.16	7.18	7.20		**7.16**	**7.29**	**7.01**
July	7.16	7.11	7.17	7.11	7.15	7.20	7.16	7.21	7.09	7.17	7.12	7.18	7.10	7.07	7.23	7.13	7.21	7.19	6.98	7.26	7.24	7.20	7.19	7.11	7.19	7.16	7.19	7.09	7.21	7.17	7.16	**7.16**	**7.26**	**6.98**
August	7.19	7.09	7.15	7.21	7.22	7.26	7.31	7.32	7.25	7.29	7.33	7.08	7.19	7.16	7.20	7.11	7.19	7.19	7.10	7.09	7.16	7.20	6.99	7.07	7.09	7.01	7.17	7.05	7.10	7.09	6.94	**7.15**	**7.33**	**6.94**
September	7.13	7.10	7.21	7.15	7.21	7.06	7.04	7.03	7.16	7.1	7.12	7.12	7.09	7.13	7.11	7.10	7.10	7.07	7.04	7.10	7.06	7.19	7.07	7.12	7.11	7.03	7.07	6.96	7.09	7.01		**7.10**	**7.21**	**6.96**
October	7.01	7.09	7.12	7.05	7.03	7.05	7.05	7.10	7.01	7.07	7.01	7.04	7.08	7.07	7.05	7.01	7.07	7.03	7.07	7.12	6.99	7.01	7.05	7.07	7.09	7.19	7.07	7.13	7.10	7.10	7.10	**7.07**	**7.19**	**6.99**
November	7.08	7.11	7.10	7.09	7.12	7.09	7.14	7.13	7.11	7.13	7.10	7.08	7.13	7.14	7.12	7.08	7.14	7.17	7.21	7.12	7.12	7.35	7.13	7.18	7.11	7.14	7.11	7.09	7.20	7.24		**7.14**	**7.35**	**7.08**
December	7.21	7.17	7.12	7.22	7.22	7.17	7.20	7.25	7.27	7.31	7.28	7.29	7.28	7.30	7.18	7.24	7.26	7.27	7.22	7.19	7.23	7.15	7.24	7.19	7.27	7.29	7.21	7.20	7.23	7.12	7.24	**7.23**	**7.31**	**7.12**
																																7.18	**7.50**	**6.90**	**Yearly**

Ontario

Ministry of the Environment, Conservation and Parks

Drinking Water and Environmental Compliance Division, Northern Region
Thunder Bay District, Kenora Office
808 Robertson Street
Kenora, ON P9N 1X9
Tel.: 807 468-2718
Fax: 807 468-2735

Ministère de l'Environnement, de la Protection de la nature et des Parcs

Division de la conformité en matière d'eau potable et d'environnement, Direction régionale du Nord
District de Thunder Bay, Bureau de Kenora
808 rue Robertson
Kenora, ON P9N 1X9
Tel. : 807 468-2718
Téléc.: 807 468-2735

February 24, 2021

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

Attention: Craig Miller, Environmental and Facilities Superintendent

Dear Mr. Miller:

Re: Fort Frances Water Treatment Plant Inspection Report (2019/2020)

Please find attached the 2020/2021 municipal water works inspection report. The announced detailed inspection review period covered the period of time from January 16, 2020 to January 8, 2021. The time and co-operation of all operators involved was greatly appreciated.

Four non-compliance issues were identified during the inspection. Actions required to address each of these non-compliance issues are included on pages 17 through 18 of the inspection report. Please note that "Actions Required" are linked to incidents of non-compliance with regulatory requirements contained within an Act, a Regulation, or site-specific approvals, licenses, permits, orders, or instructions. Such violations could result in the issuance of mandatory abatement instruments including Orders, tickets, penalties, or referrals to the ministry's Investigations and Enforcement Branch.

Best practice issues and associated recommendations, for the continued improvement of operations of the Fort Frances drinking-water system, are provided on page 19 of the inspection report. *"Recommended Actions"* convey information that the owner or operating authority should consider implementing in order to advance efforts already in place to address such issues as emergency preparedness, the fulsome availability of information to consumers, and conformance with existing and emerging industrial standards. Please note that items which appear as recommended actions do not, in themselves, constitute violations.

In order to measure individual inspection results, the Ministry has established an inspection compliance risk framework based on the principles on the Inspection, Investigation & Enforcement (II&E) Secretariat and advice in internal/external risk experts. The Inspection

Summary Rating Record (IRR), included as Appendix B of the inspection report, provides the Ministry, the system owner and the local Public Health Units with a summarized quantitative measure of the drinking water system's annual inspection and regulated water quality testing performance. Please note the attached IRR methodology memo describing how the risk rating model has improved to better reflect the health related and administrative non-compliance found in an inspection report. IRR ratings are published (for the previous inspection year) in the Ministry's Chief Drinking Water Inspector's Annual Report. If you have any questions or concerns regarding the rating, please contact Paula Spencer, Drinking Water Program Supervisor, at (807) 627-7632.

Section 19 of the Safe Drinking Water Act (Standard of Care) creates a number of obligations for individuals who exercise decision-making authority over municipal drinking water systems. Please be aware that the Ministry has encouraged such individuals, particularly municipal councilors, to take steps to be better informed about the drinking water systems over which they have decision-making authority. These steps could include asking for a copy of this inspection report and a review of its findings. Further information about Section 19 can be found in *"Taking Care of Your Drinking Water: A guide for members of municipal council"* found under "Resources" on the Drinking Water Ontario website at www.ontario.ca/drinkingwater.

If you have any questions or comments in regards to this inspection, or if you would like to discuss Ontario's drinking water legislation, please contact Carolyn Lacroix at (807) 707-6346.

Sincerely,

C Lacroix

Ministry of the Environment, Conservation and Parks
Thunder Bay District, Kenora Office

CL/cl

cc. Northwestern Health Unit
21 Wolsley Street
Kenora, Ontario
P9N 3W7
Attention: Thomas Nabb, Program Manager

cc. Ministry of Natural Resources and Forestry
922 Scott Street
Fort Frances, Ontario
P9A 6S7
Attention: Greg Chapman, District Manager

cc. Ministry of the Environment, Conservation and Parks
808 Robertson Street
Kenora, Ontario
P9N 1X9
Attention: Paula Spencer, Water Supervisor

cc. Thunder Bay District, Kenora Office
File Number: DK DY WI – 540

Ontario

Ministry of the Environment, Conservation and Parks

FORT FRANCES DRINKING WATER SYSTEM

Inspection Report

Site Number:	220000978
Inspection Number:	1-O99X1
Date of Inspection:	Jan 08, 2021
Inspected By:	Carolyn Lacroix

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Ontario

Ministry of the Environment, Conservation and Parks
Inspection Report

OWNER INFORMATION:

Company Name:	FORT FRANCES, THE CORPORATION OF THE TOWN OF		
Street Number:	320	**Unit Identifier:**	
Street Name:	PORTAGE Ave		
City:	FORT FRANCES		
Province:	ON	**Postal Code:**	P9A 3P9

CONTACT INFORMATION

INSPECTION DETAILS:

Site Name:	FORT FRANCES DRINKING WATER SYSTEM
Site Address:	901 COLONIZATION Road East FORT FRANCES ON P9A 3P9
County/District:	FORT FRANCES
MECP District/Area Office:	Kenora Area Office
Health Unit:	NORTHWESTERN HEALTH UNIT
Conservation Authority:	
MNR Office:	Fort Frances District Office
Category:	Large Municipal Residential
Site Number:	220000978
Inspection Type:	Announced
Inspection Number:	1-O99X1
Date of Inspection:	Jan 08, 2021
Date of Previous Inspection:	Jan 16, 2020

COMPONENTS DESCRIPTION

Site (Name): MOE DWS Mapping
Type: DWS Mapping Point **Sub Type:**

Site (Name): SOURCE
Type: Source **Sub Type:** Surface
Comments:
The raw water supply for the Fort Frances municipal drinking water system is taken from the Rainy River at the outflow of Rainy Lake. The source water is generally of good quality, however it can be subject to elevated levels of colour, turbidity, and dissolved organic carbon.
Source water is gravity-fed into a low-lift pump well located within the plant. It is then drawn through a 630 mm diameter, 190 m long intake line that is equipped at the terminal end with a stainless steel screen. Coarse material is screened at the initial intake point and again through a set of screens within the raw water well.

Site (Name): TREATED WATER
Type: Treated Water POE **Sub Type:** Pumphouse
Comments:
Three (3) vertical turbine low lift pumps deliver raw water through a common header equipped with alum and soda ash injection points, an in-line mixer, and a flow meter. Alum is added at all times when water is being produced;

soda ash is added only when needed based on the pH of the raw water supply. Polymer is then injected as the water passes into two solids contact clarifiers. The clarifiers are equipped with blow-down devices to remove excess sludge, which is discharged to the municipal sanitary sewer. Clarified water passes through one of four dual media (anthracite coal/sand) filters. Each filter effluent line is monitored for pH and turbidity. Water is disinfected in a baffled contact chamber by the addition of chlorine gas. Soda ash, used for pH adjustment is added to the clearwell, as well as hydrofluosilicic acid. Treated water flows are measured using an in-line flow meter.
Four high lift pumps (rated at 63.1 L/s (2), 94.7 L/s and 126.2 L/s) pressurize treated water as it is directed to the distribution system. Distribution system pressure is also maintained by the elevated storage tank located in the southwest portion of Fort Frances.
A complete description of the treatment system can be found in Drinking Water Works Permit No. 224-201.

Site (Name): DISTRIBUTION (WATER INSPECTION)
Type: Other **Sub Type:** Other
Comments:
The Fort Frances distribution system services a population of approximately 8,000 in Town, another 300 people in the neighbouring community of Couchiching First Nation and has one connection to a property in the neighbouring Alberton Township. The distribution system is comprised of ductile steel, cast iron, and PVC piping. The original system was installed in the early 1900's. As older pipes are replaced, PVC piping comprises an increasing proportion of the works. Some sections of the distribution system have been looped at the recommendation of a consulting engineer, however several dead ends still remain. The distribution system is 70.73 kilometres in length and contains 399 fire hydrants.
A 4,500 cubic meter elevated storage tower is located in the southwest portion of the town. A telemetry system is used to maintain water levels in the tower. A paced-to-flow chlorination system injects liquid calcium hypochlorite at the outflow from the storage tower to maintain adequate chlorine residuals in the distribution system.

INSPECTION SUMMARY:

Introduction

- **The primary focus of this inspection is to confirm compliance with Ministry of the Environment, Conservation and Parks (MECP) legislation as well as evaluating conformance with ministry drinking water policies and guidelines during the inspection period. The ministry utilizes a comprehensive, multi-barrier approach in the inspection of water systems that focuses on the source, treatment, and distribution components as well as management practices.**

  This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O.Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA.

  This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

  This detailed, announced inspection was initiated on January 13, 2021, by Ministry of the Environment, Conservation & Parks (MECP) water inspector, Carolyn Lacroix. The inspection review period is the period of time from the date of the previous MECP inspection conducted on January 16, 2020 to January 8, 2021.
  Due to the circumstances surrounding the COVID-19 global pandemic, the majority of this inspection was completed remotely through email and data sharing. The field portion of the inspection was conducted on February 10, 2021 and was limited to a tour of the water treatment plant (WTP), continuous data review and gathering remaining inspection information.
  Text highlighted in bold-type is computer-generated based on yes/no responses to standard questions answered during the inspection. Supporting information, in regular font, has been added by the undersigned water inspector to qualify standard responses and to provide additional guidance/information.

Source

- **Trends in source water quality were being monitored.**

  The following raw water parameters are documented daily:
  - pH
  - turbidity
  - temperatures

  As a part of the Municipal Drinking Water Licence renewal process, the Town of Fort Frances used the last 5 years of collected raw water data to characterize their source water.

- **The owner did not have a harmful algal bloom monitoring plan in place.**

  The DWS owner does not currently have a Harmful Algal Bloom (HAB) monitoring plan in place.

  The ministry has previously issued guidance via a letter asking surface water systems to monitor for algal blooms. Furthermore, renewed Municipal Drinking Water Licence's (MDWL) will include HAB conditions related to monitoring, sampling and reporting. HAB plans must include details relating to: 1.) visual monitoring for HABs at or near the drinking water system intake(s); 2.) details relating to visual monitoring of shoreline for drinking water systems where the proximity of the intake(s) may be of concern; 3.) details relating to reporting and observed or suspected HAB; 4.) a sampling plan, including the identification of sampling location(s) and frequencies and triggers that may increase the sampling frequency, and 5.) up to date records documenting staff training on the HAB monitoring, reporting and sampling procedures.

Permit To Take Water

- **The owner was in compliance with all conditions of the PTTW.**

  Permit to Take Water (PTTW) #3528-AE6PEM remains valid until September 27, 2026. The permit allows for the maximum taking of water of 17,000,000 L/day.
  The PTTW also requires the following:
  - Daily, record the date, the volume of water taken on that date and the rate at which it was taken.
  - The Permit Holder shall submit, on or before March 31st in every year, the daily water taking data collected and recorded for the previous year to the ministry's Water Taking Reporting System.
  The requirements noted above were met for the review period. Water taking data is documented, as required, in the facility's excel tracking sheet. A summary of the water taken in 2019 was submitted to the ministry. The maximum volume of raw water taken over a 24 hour period during the review period was 6210 m3/day.

Capacity Assessment

- **There was sufficient monitoring of flow as required by the Municipal Drinking Water Licence or Drinking Water Works Permit issued under Part V of the SDWA.**

  Conditions 2.1.1 and 2.1.2, Schedule C, Municipal Drinking Water Licence (MDWL) #224-101, requires continuous measurements and recording of the flow rate and daily volume of raw water flowing into the water treatment plant (WTP) and of treated water flowing from the WTP into the distribution system. The Fort Frances WTP is equipped with one raw water flow meter and one treated water flow meter. Data obtained from the flow meters is transferred and recorded into the facility's SCADA monitoring system.
  On March 4, 2020, the drinking water system's uninterrupted power supply (UPS) failed. As a result, flow data was not recorded from 20:12, on March 4, 2020 to 07:50, on March 5, 2020. Despite flow not being recorded during this time, the raw and treated flow meters continued to operate and accurate daily volumes of water into and leaving the plant were documented.

- **The flow measuring devices were calibrated or verified in accordance with the requirements of the MDWL issued under Part V of the SWDA.**

  Records were provided which demonstrated that the raw and treated water flow meters were last calibrated on August 4, 2020 and the backwash flow meter was calibrated on August 5, 2020. The flow meters had been previously calibrated on June 20, 2019.

- **The owner was in compliance with the conditions associated with maximum flow rate or the rated capacity conditions in the Municipal Drinking Water Licence issued under Part V of the SDWA.**

  Condition 1.1, Schedule C, MDWL #224-101, identifies the rated capacity of the Fort Frances WTP as 17,000 m^3/day. This represents the maximum daily volume of treated water that is allowed to be directed to the distribution system, from the WTP.
  During the review period, the highest volume of treated water pumped to the distribution system, in a single day, was 5880 m3. This represents 34.5% of the plants rated capacity.

- **Appropriate records of flows and any capacity exceedances were made in accordance with the Municipal Drinking Water Licence issued under Part V of the SDWA.**

  In addition to continuously monitoring raw and treated water flow, daily, the total volume of water taken over the previous 24 hours is documented, in addition to the peak instantaneous flow.
  There were no water taking exceedances during the review period.

Treatment Processes

- **The owner had ensured that all equipment was installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit.**

  During the inspection, ministry staff toured the water treatment plant and the water tower.

Treatment Processes

The following discrepancy was noted in Schedule A of Drinking Water Works Permit (DWWP) #224-201:
• The alum chemical metering pump is described as "having a calibration cylinder controlled automatically on the basis of the raw water flow". A new chemical metering pump has been installed and the new pump does not have a calibration cylinder. The instrument is now calibrated manually by weighing a sample.
During the next Drinking Water Works Permit and Municipal Drinking Water License renewal, the above item is to be updated.

- **The owner/operating authority was in compliance with the requirement to prepare Form 1 documents as required by their Drinking Water Works Permit during the inspection period.**

  Municipal Water Works Permit (MWWP) # 224-201 allows for the Fort Frances drinking water system to be altered by adding, modifying, replacing or extending a watermain within the distribution system if certain conditions are met. These conditions are outlined in MWWP, Schedule B, section 3.0(3.3) and includes the requirement for all work to be recorded on a "Form 1 - Record of Watermains Authorized as a Future Alteration", prior to the watermain, addition, modification.
  During the inspection review period, three form 1 documents were completed for work in the distribution system. It was confirmed that the Form 1 documents were prepared prior to the work being completed and in accordance with the Drinking Water Works Permit.

- **Records indicated that the treatment equipment was operated in a manner that achieved the design capabilities required under Ontario Regulation 170/03 or a Drinking Water Works Permit and/or Municipal Drinking Water Licence issued under Part V of the SDWA at all times that water was being supplied to consumers.**

  In accordance with O. Reg. 170/03, Schedule 1-2(2), surface water systems must have chemically assisted filtration and disinfection and achieve an overall performance of at least a 2-log (99%) removal/inactivation of Cryptosporidium oocysts, a 3-log (99.9%) removal/inactivation of Giardia cysts, and a 4-log (99.99%) removal/inactivation of viruses, by the time the water is delivered to the first consumer. The Fort Frances WTP achieves the above performance criteria using conventional treatment consisting of coagulation, flocculation, sedimentation filtration, and chlorine disinfection.
  Trends on the SCADA system were reviewed to ensure that minimum chlorine residuals were met continuously. Under worst case conditions (temp 0.5 degrees Celsius, pH 7.5, clear-well level 60% capacity, treated water flow 17000 cubic meters per day), the plant must maintain their chlorine residual above 0.85 mg/L. Records reviewed during the inspection confirmed that the system was providing the required level of treatment throughout the inspection review period. If the treated water chlorine residual dropped below the alarm set point, the high lift pumps will shut down and stop the flow of water to the distribution system.
  Monthly turbidity summaries were reviewed to ensure that the filtered water turbidity was less than or equal to 0.3 NTU in 95% of the measurements taken each month. This was met throughout the inspection review period.

- **Records confirmed that the water treatment equipment which provides chlorination or chloramination for secondary disinfection purposes was operated so that at all times and all locations in the distribution system the chlorine residual was never less than 0.05 mg/l free or 0.25 mg/l combined.**

  Distribution chlorine levels must be maintained at or above 0.05 mg/L at all times. The lowest recorded chlorine level in the distribution system during the inspection review period was 0.18 mg/L, on July 5, 2020, from the water tower.

- **Where an activity has occurred that could introduce contamination, all parts of the drinking water system were disinfected in accordance with Schedule B, Condition 2.3 of the Drinking Water Works Permit.**

  Municipal Water Works Permit (MWWP) # 224-201, Schedule B, Condition 2.3 requires all parts of the drinking water system in contact with drinking water which are: added, modified, replaced, extended, or taken out of service for inspection, repair or other activities that lead to contamination, shall be disinfected before being put into service in accordance with the ministry's Watermain Disinfection Procedure.

Treatment Processes

Distribution log books and Watermain Shut Down Reports were reviewed and demonstrated disinfection was taking place for work completed in the distribution system.
During the review period, there was no notable work done at the water treatment plant; however, operators are aware of the requirement to disinfect any piece of equipment/part, that is put into the system, that comes into contact with drinking water. Operators were reminded that they should document in the log book whenever they disinfect a piece of equipment.

- **The owner had evidence indicating that all chemicals and materials that come in contact with water within the drinking water system met the AWWA and ANSI standards in accordance with the Municipal Drinking Water Licence and Drinking Water Works Permit issued under Part V of the SDWA.**

  Chemicals used in the Fort Frances DWS during the inspection review period include:
  - liquid alum for coagulation
  - chlorine gas for disinfection
  - polymer to assist flocculation
  - soda ash for pH adjustment
  - hydrofluosilicic acid for fluoridation
  - calcium hypochlorite for chlorination at the water tower
  - sodium hypochlorite for disinfection in the distribution system

  Supplier statements with ANSI/NSF Standard 60 certification were provided during the inspection for the above noted chemicals. New statements are obtained from the supplier annually.

- **Up-to-date plans for the drinking water system were kept in a place, or made available in such a manner, that they could be readily viewed by all persons responsible for all or part of the operation of the drinking water system in accordance with the DWWP and MDWL issued under Part V of the SDWA.**

  Plant Schematic and blueprints are kept at the water treatment plant. In addition, process flow diagrams for the drinking water system are available in the operations manual. Operators have access to this document electronically.

Treatment Process Monitoring

- **Primary disinfection chlorine monitoring was conducted at a location approved by Municipal Drinking Water Licence and/or Drinking Water Works Permit issued under Part V of the SDWA, or at/near a location where the intended CT has just been achieved.**

  The treated water chlorine residual is monitored by a continuous analyzer at the point where treated water enters the distribution system.

- **Operators were aware of the operational criteria necessary to achieve primary disinfection within the drinking water system.**

- **Continuous monitoring of each filter effluent line was being performed for turbidity.**

  Reg. 170/03, Section 7-3(2)(b) requires the owner of the system to ensure that sampling and testing for turbidity is carried out by continuous monitoring equipment on each filter effluent line.
  All four filters in the WTP are equipped with turbidity analyzers. Continuous turbidity data from each filter is printed daily, reviewed by operators and filed in the WTP office.
  During the review period, on March 4, 2020, at 20:12, due to the failure of the facility's UPS, the facility's main and back-up computer system lost communication with the water plant's controller. As a result of the computer system being down, the continuous SCADA data was not recorded until operators arrived at the plant the following morning, at 07:50. During the time of data loss, the continuous filter effluent turbidity analyzers and alarming system continued to operator. All other systems of the plant were found to be functioning when operators arrived at the water plant the morning of March 5, 2020. The non-compliance with recording filter effluent turbidity every 15

Treatment Process Monitoring

minutes will be addressed in a subsequent question.

- **The secondary disinfectant residual was measured as required for the distribution system.**

  O. Reg. 170/03, Section 7-2(3) requires that the owner and operating authority of a large municipal residential system that provides secondary disinfection shall ensure that at least seven (7) distribution samples are taken each week in accordance with subsection (4). For systems which provide chlorination, samples must be tested immediately for free chlorine residual.
  During the review period, a daily distribution chlorine residual was taken from the water tower. The results are documented in the water tower log book.

- **Operators were examining continuous monitoring test results and they were examining the results within 72 hours of the test.**

  Daily, operators review continuous treated water chlorine residual data, for the previous 24 hours, off the circle chart recorder and filter effluent turbidity from a printout of each filters continuous data, for the previous 24 hour period. In addition, the trending for these parameters are reviewed on the facility's SCADA system, every 24 hours. The operations manual has a standard operating procedure for "Reviewing Continuous Monitoring Turbidity Test Results.

- **Samples for chlorine residual analysis were tested using an acceptable portable device.**

  When continuous monitoring equipment is not being used, chlorine residuals are tested using an electronic hand held portable device.

- **All continuous monitoring equipment utilized for sampling and testing required by O. Reg.170/03, or Municipal Drinking Water Licence or Drinking Water Works Permit or order, were equipped with alarms or shut-off mechanisms that satisfy the standards described in Schedule 6.**

  Currently, the alarm set points for chlorine and turbidity are as follows:
  • Final Effluent Low Chlorine Alarm = 1.6 mg/L - If final effluent chlorine levels drop below this set point, an alarm will sound immediately and the high lift pumps will shut down. The system will run off of the water tower.
  • Final Effluent High Chlorine Alarm = 3.2 mg/L - calls out operator on duty.
  • Filter Effluent Turbidity High Alarm = 0.3 NTU - plant alarm sounds, if the filter effluent turbidity continues to exceed the set point for more than 10 min, the filter that is exceeding will shut down and a call out will be made to the on-call operator.
  • Filter Effluent Turbidity High High Alarm = 0.80 NTU - plant immediately alarms, calls out the on-call operator and filter shuts down.
  • Filter Effluent Turbidity Low Alarm = - 0.01 mg/L.

- **Continuous monitoring equipment that was being utilized to fulfill O. Reg. 170/03 requirements was not performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O. Reg. 170/03 and/or was not recording data with the prescribed format.**

  Final effluent chlorine residuals and filter effluent turbidity from of each filter, are read and recorded in the SCADA system every 60 seconds. Final effluent chlorine residuals are also documented on a chart recorder.
  Daily, the SCADA system prints out a summary of all the filter effluent turbidity data. Based on the data collected, every 15 minutes, the mean, maximum and average values of the previous 15 minutes of data are recorded.
  During the inspection, it was confirmed that the minimum testing and recording frequency was met for the inspection review period, except from 20:12, on March 4, 2020 to 07:50, on March 5, 2020. During this time, data was lost due to a failure of the facility's UPS. Upon further evaluation, it was discovered both the main and back up computer failed because they were on the same power circuit. Once aware of the issue, operators immediately hooked up to an external power source and regained operation of their computer system and ability to continuously record data.

Treatment Process Monitoring

Treated water chlorine residual data was also unavailable on the SCADA system for this time period, but the data was available on the chart record.

- **All continuous analysers were calibrated, maintained, and operated, in accordance with the manufacturer's instructions or the regulation.**

  O. Reg. 170/03, section 6-5(1)8, requires that the continuous monitoring equipment must be checked and calibrated in accordance with the manufacturer's instructions.
  The Rosemont Chlorine Residual Analyzer is used to continuously monitor the treated water chlorine residual. The instruction manual for this instrument does not state how frequently the instrument is to be calibrated; therefore, O. Reg. 170/03, Schedule 6, section 6-5(1)10 applies. This section requires that the instrument be checked and calibrated as frequently as necessary to ensure that the margin of error for free chlorine residual test results are within 0.05 mg/L, if the concentrations usually measured by the equipment are less than or equal to 1.0 mg/L, and proportionally higher if the concentrations usually measured are greater than 1.0 mg/L.
  Documentation shows that the treated water chlorine analyzer was last calibrated by an outside party on August 4, 2020 and had been previously calibrated on August 20, 2019. In addition, manual chlorine residuals are taken daily and compared to the on-line analyzer. If the analyzer starts to drift, an in- house calibration is completed.
  Rosemount Clarity II Turbidity Analyzers are used to continuously monitor the filter effluent turbidity on each filter. The instruction manual, for these instruments requires that they be calibrated annually. Documentation shows that the filter 1, 3 and 4 turbidity analyzers were calibrated on Aug. 4 and 5, 2020 and had been previously calibrated on August 20, 2019 (filter #2 was not calibrated because it is currently off-line and there are no plans to bring it back on-line at this time). In addition, in-house calibrations of the # 1, 3 and 4 filter effluent turbidity analyzers are completed.

Process Wastewater

- **The process wastewater and residual solids/sludges were treated, handled and disposed of in accordance with the design requirements approved under the Drinking Water Works Permit and the Municipal Drinking Water Licence.**

  The facility's MDWL/DWWP does not require process wastewater solids/sludges to be treated, handled or disposed of in a certain manner.
  Backwash water from the filters is directed to the municipal sanitary sewage system. Once annually, the plant will be drained and the clarifiers cleaned. Sludge removed from the clarifiers is discharged to the sanitary sewage system as well.
  A written protocol has been developed by the Town for discharging sludge from the drinking water system to the sewage system, to ensure that the wastewater treatment process does not become disrupted/overwhelmed.

- **The process wastewater discharge monitoring program and discharge quality complied with requirements established in the Municipal Drinking Water Licence Issued under Part V of the SDWA.**

  Suspended solids are required to be monitored quarterly at the point of discharge to the Rainy River. Records indicate that manual composite samples were collected quarterly during the inspection review period and were tested for suspended solids. Suspended solids concentration limits are not prescribed by the MDWL.

Distribution System

- **The owner had up-to-date documents describing the distribution components as required.**

  The distribution map shows the distribution components were last updated on January 18, 2021.

- **There is a backflow prevention program, policy and/or bylaw in place.**

  The Town of Fort Frances has adopted Water System Management By-law 16/06 which includes provisions for cross connection control. The Town's backflow prevention program aims at installing backflow prevention devices

Distribution System

at all locations that are deemed to be high risk areas (i.e. mill, car wash, laundromats) and all new businesses are required to have a device installed. Backflow prevention devices are also being installed at locations where water meters are required to be replaced.

- **The owner had a program or maintained a schedule for routine cleanout, inspection and maintenance of reservoirs and elevated storage tanks within the distribution system.**

  The clearwell at the WTP is drained and cleaned out annually. The water tower is on a 5 year inspection rotation with the last inspection occurring in 2015. Due to limitations as a result of the pandemic, the 5 year assessment did take place in 2020.

- **The owner had implemented a program for the flushing of watermains as per industry standards.**

  The Town of Fort Frances flushes 20% of their distribution system annually, on a rotational basis, ensuring that the entire distribution system is flushed over a five year period.

- **Records confirmed that disinfectant residuals were routinely checked at the extremities and "dead ends" of the distribution system.**

  Disinfectant residuals are taken daily at the water tower. Microbiological samples are taken at various locations throughout the town, providing a good representation of disinfectant residuals throughout the distribution system.

- **A program was in place for inspecting and exercising valves.**

  There are approximately 640 valves in the distribution system. Annually, operators exercise 20% of the valves. In addition, the town strives to replace 20 valves annually.

- **There was a program in place for inspecting and operating hydrants.**

  The Town of Fort Frances aims to flush 20% of their hydrants and visually inspect every hydrant annually.

- **There was a by-law or policy in place limiting access to hydrants.**

  By-law no. 16/06 includes provisions restricting the use of fire hydrants for emergency operations and training for the fire department.

- **The owner was able to maintain proper pressures in the distribution system and pressure was monitored to alert the operator of conditions which may lead to loss of pressure below the value under which the system is designed to operate.**

  Water pressure is monitored leaving the plant. There were no water pressure issues in the distribution system during the review period.

- **The donor had provided an Annual Report to the receiver stand alone distribution system(s) connected to this system.**

  The Town of Fort Frances provide copies of the Annual Report to Couchiching FN, Lakeview Trailer Park, Walleye Trailer Park, and an apartment complex located in Alberton Township.

Operations Manuals

- **Operators and maintenance personnel had ready access to operations and maintenance manuals.**

- **The operations and maintenance manuals contained plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.**

- **The operations and maintenance manuals met the requirements of the Drinking Water Works Permit and**

Operations Manuals

Municipal Drinking Water Licence issued under Part V of the SDWA.

Logbooks

- **Logbooks were properly maintained and contained the required information.**
- **Records or other record keeping mechanisms confirmed that operational testing not performed by continuous monitoring equipment was being done by a certified operator, water quality analyst, or person who suffices the requirements of O. Reg. 170/03 7-5.**

  Log book entries indicate that all manual operational testing was completed by certified operators.
- **For every required operational test and every required sample, a record was made of the date, time, location, name of the person conducting the test and result of the test.**
- **The operator-in-charge ensured that records were maintained of all adjustments made to the processes within his or her responsibility.**
- **Logs or other record keeping mechanisms were available for at least five (5) years.**

Contingency/Emergency Planning

- **Spill containment was provided for process chemicals and/or standby power generator fuel.**
- **Clean-up equipment and materials were in place for the clean up of spills.**
- **Standby power generators were tested under normal load conditions.**

  The facility's generator is tested monthly, for 1 hour.

Security

- **All storage facilities were completely covered and secure.**

  Water storage is provided by the clearwell at the WTP and by a water tower in the distribution system. All facilities are locked at all times when personnel are absent. The water tower is fenced and equipped with a locked gate. 'No Trespassing' signs have been posted at both locations.
- **Air vents and overflows associated with reservoirs and elevated storage structures were equipped with screens.**

  The clearwell is vented to the inside of the WTP via three inverted, J-shaped pipes that extend from the clearwell through the main floor of the plant. Vents to the water tower are equipped with screens.
- **The owner had provided security measures to protect components of the drinking water system.**

  Security measures provided at the WTP include:
  - "No Trespassing" signs;
  - alarm system; and
  - locked doors when employees are not present.

  Security measures provided at the water tower include:
  - "No Trespassing" signs; and

Security

- a fence around the water tower that is gated and locked

There are a limited number of keys available for the WTP and the water tower.

Consumer Relations

- **The owner and/or operating authority undertook efforts to promote water conservation and reduce water losses in their system.**

  During the summer months there is a water conservation program in place for watering lawns.

Certification and Training

- **The overall responsible operator had been designated for each subsystem.**

  The Fort Frances WTP is a Class 3 subsystem and the distribution system is a Class 2 subsystem.
  Two operators operated as the ORO for both the WTP and distribution system during the inspection review period. Both ORO's hold valid water treatment subsystem and distribution system certificates. The ORO for the WTP and distribution system is listed in each logbook daily.

- **Operators-in-charge had been designated for all subsystems which comprised the drinking water system.**

  Only operators with the appropriate level of certification were designated as the OIC for the review period. The OIC's for both the WTP and distribution system are listed in the WTP and distribution logbook daily.

- **All operators possessed the required certification.**

  Only certified operators work at this facility. Appropriately certified operators were designated in the roles of OIC and ORO.

- **Only certified operators made adjustments to the treatment equipment.**

Water Quality Monitoring

- **All microbiological water quality monitoring requirements for raw water samples were being met.**

  O. Reg. 170/03, Schedule 10, Section 10-4, requires that at least one raw water sample be taken every week and tested for total coliform bacteria and E. coli. This requirement was met throughout the inspection review period.

- **All microbiological water quality monitoring requirements for distribution samples were being met.**

  Reg. 170/03, Schedule 10, section 10-2 requires owners and operating authorities of DWS's that serve 100,000 people or fewer to ensure that at least eight distribution samples plus one additional distribution sample for every 1,000 people served by the system are taken each month.
  At least one of the samples must be taken each week. The samples must be tested for E. coli and total coliform bacteria with at least 25% of the required samples to be tested for general bacteria measured using heterotrophic plate counts (HPC).
  The Fort Frances DWS serves a population of approximately 8,000 people; therefore, at least 16 distribution samples must be taken every month. This requirement was met throughout the inspection review period.

- **All microbiological water quality monitoring requirements for treated samples were being met.**

  Section 10-3, O. Reg. 170/03, requires drinking water system owners to ensure that at least one treated water sample is taken every week (from the point of entry to the distribution system) and is tested for total coliform bacteria, E. coli, and HPC bacteria. Samples must be taken at least 5 days and not more than 10 days from when the previous weekly treated water sample was taken.

Water Quality Monitoring

This requirement was met throughout the inspection review period except for on July 6, 2020. On this date, the Chain of Custody demonstrated operators requested that the treated sample be analyzed for HPC bacteria; however, due to lab error, this parameter was not analyzed, on this date. This issue was outside the control of the operator and is not considered an item of non-compliance.

- **All inorganic water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

  Treated water samples must be taken at least once every 12 months (+/- 30 days from the anniversary of the previous sampling date) and tested for the inorganic parameters listed in O. Reg. 170/03, Schedule 23. These parameters were last sampled for on March 18, 2020, and had been previously sampled on March 12, 2019.

- **All organic water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

  Treated water samples must be taken at least once every 12 months, +/- 30 days from the anniversary of the previous sampling date and tested for organic parameters listed in O. Reg. 170/03, Schedule 24. These parameters were last sampled for on March 18, 2020, and had been previously sampled on March 12, 2019.

- **All haloacetic acid water quality monitoring requirements prescribed by legislation are being conducted within the required frequency and at the required location.**

  In accordance with section 13-6.1, Schedule 13, O. Reg. 170/03, a sample from the distribution system or plumbing is required to be taken and tested for Haloacetic acid (i.e. HAAs) once in each calendar quarter, from a location that is likely to have an elevated potential for the formation of HAA's. During the inspection review period, HAA samples were collected from the water tower in each calendar quarter. The running annual average (RAA) at the time of the inspection was 70.3 ug/L, the maximum acceptable concentration is 80 ug/L.

- **All trihalomethane water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location.**

  In accordance with section 13-6, Schedule 13, O. Reg. 170/03, a sample from the distribution system or plumbing is required to be taken and tested for Trihalomethanes (i.e. HAAs) once in each calendar quarter, from a location that is likely to have an elevated potential for the formation of THM's.
  During the inspection review period, THM samples were collected from the water tower, in each calendar quarter. The running annual average THM concentration at the time of the inspection was 92 ug/L, the maximum acceptable concentration is 100 ug/L.

- **All nitrate/nitrite water quality monitoring requirements prescribed by legislation were conducted within the required frequency for the DWS.**

  Treated water samples must be taken every three months for analysis of nitrate and nitrite, in accordance with O. Reg. 170/03, Schedule 13, section 13-7.
  During the inspection review period, samples were collected in each calendar quarter. All nitrate and nitrite samples were collected from the WTP at the point of entry to the distribution system. All samples met the requirements listed above.

- **All sodium water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

  Sodium samples must be collected from the WTP at the point of entry to the distribution system at least once every 60 months to meet the requirements of O. Reg. 170/03, Schedule 13, section 13-8. A sodium sample was last collected from the Fort Frances WTP on March 18, 2020 and the result was 18.2 mg/L. It had been previously sampled on March 9, 2015.

- **The required daily samples were being taken at the end of the fluoridation process.**

Water Quality Monitoring

Schedule 7, section 7-4 of O. Reg. 170/03 requires that if a drinking water system provides fluoridation, the owner of the system and the operating authority for the system shall ensure that a water sample is taken at the end of the fluoridation process at least once every day and is tested for fluoride. Fluoride residuals were being recorded daily by operators. Fluoride is monitored by a continuous analyzer at the same location as the treated water chlorine analyzer, after treatment, prior to water leaving the plant.
During the review period, the highest fluoride residual observed from the daily recording of fluoride residual was 0.79 mg/L. The limit for fluoride is 1.5 mg/L.

- **The owner ensured that water samples were taken at the prescribed location.**

- **All water quality monitoring requirements imposed by the MDWL or DWWP issued under Part V of the SDWA were being met.**

  Suspended solids are required to be monitored quarterly at the point of discharge to the Rainy River. Records indicate that manual composite samples were collected quarterly during the inspection review period and were tested for suspended solids.

- **All sampling requirements for lead prescribed by schedule 15.1 of O. Reg. 170/03 were being met.**

  O. Reg. 170/03, Schedule 15.1 outlines the drinking water system's lead sampling requirements. After completing two consecutive rounds of reduced lead sampling in 2019, the Town of Fort Frances qualified for the exemption from having to take lead samples from plumbing. This means that the Town of Fort Frances is required to test for pH and alkalinity in each of the sampling periods, from 4 distribution locations. In every third year, a lead sample must also be taken in conjunction with the pH and alkalinity tests from 4 distribution locations.
  In 2020, the Town of Fort Frances obtained pandemic relief from lead sampling. The relief allowed for lead sampling to not take place during the December 15, 2019 to April 15, 2020 sampling period and only required that lead sampling take place at 4 non-residential and 4 distribution locations during the June 15, 2020 to October 15, 2020 sampling period. All lead sampling requirements were met during the review period; however, sampling relief provided by the regulation did not require lead sampling to take during the 2020 sampling period, it only required pH and alkalinity to be taken from 4 distribution locations.

- **Records confirmed that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained.**

- **The owner indicated that the required records are kept and will be kept for the required time period.**

Water Quality Assessment

- **Records did not show that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O.Reg. 169/03).**

  During the review period there were a number of samples taken from the distribution system that showed the presence of total coliforms. The adverse samples were taken on the following dates:
  - June 17, 2020
  - August 12, 2020
  - August 16, 2020 (resample due to August 12, 2020 sample)
  - December 9, 2020

Reporting & Corrective Actions

- **Corrective actions (as per Schedule 17) had been taken to address adverse conditions, including any other steps that were directed by the Medical Officer of Health.**

Reporting & Corrective Actions

- **All required notifications of adverse water quality incidents were immediately provided as per O. Reg. 170/03 16-6.**

  During the review period, an AWQI was received on September 12, 2020, for the presence of total coliforms. On this date, the 2A form did not indicate when the verbal notifications to the ministry's Spills Action Centre or the local medical officer of health were made; however, the ministry's database captured that a verbal notification was made to the ministry at 15:49, on September 12, 2020 and the municipality provided a record demonstrating the local health unit was contacted at 15:51.

- **All required written notices of adverse water quality incidents were not provided as per O. Reg. 170/03 16-7.**

  O. Reg. 170/03, Schedule 16, section 16-7 requires that 24 hours after providing an immediate verbal notification of an adverse drinking water test result, a written notification of the adverse must be sent to the ministry's Spills Action Centre and the medical officer of health. On September 12, 2020, a verbal notification was made to the Ministry's Spills Action Centre at 15:49, for an adverse test result showing the presence of total coliforms. The written notification for this adverse was not sent out until September 14, 2020, greater than 24 hours after the verbal notifications were made. In addition, the form was completed incorrectly. The form is supposed to capture the date and time the municipality makes a verbal notification to the ministry's Spills Action Centre and medical officer health and specifically who received the verbal notification. During this event, the form captured the date and time the lab made these notifications, not when the municipality made these notifications.

- **In instances where written notice of issue resolution was required by regulation, the notice was provided as per O. Reg. 170/03 16-9.**

- **All reporting requirements for lead sampling were not complied with as per schedule 15.1-9 of O. Reg. 170/03.**

  O. Reg. 170/03, Schedule 15.1, section 15.1-9(1) requires that within 7 days of receiving lead plumbing sample results, a report containing the following, shall be give to the owner:
  - a copy of the report
  - a statement whether the report indicates a result that exceeds any Schedule 2 standard
  - a telephone number of a person who is available to answer questions about the report.

  During the review period, lead samples were taken from 4 businesses in the fall of 2020. A copy of the lead sample results were not provided to the businesses within 7 days of receiving the lead sample results. None of the samples resulted in a lead exceedance.

- **Where required continuous monitoring equipment used for the monitoring of chlorine residual and/or turbidity triggered an alarm or an automatic shut-off, a qualified person responded in a timely manner and took appropriate actions.**

- **The Annual Report did not contain the required information and/or was not prepared by February 28th of the following year.**

  O. Reg. 170/03, section 11(6)(b) and (d) detail that the Annual Report is to include a summary of any reportable events made to the ministry (i.e. adverse test results or observation of improper disinfection), as required by the regulation and describe any corrective actions taken under Schedule 17.
  Although the Annual Report included the number of microbiological distribution samples taken, it failed to capture that a February 25, 2019, distribution sample resulted in an adverse (presence of total coliforms) that was reported to the Spills Action Centre and corrective action was taken to address this issue.

- **Summary Reports for municipal council were completed on time, included the required content, and were distributed in accordance with the regulatory requirements.**

  The 2019 Summary Report contained the required information and was submitted to council on March 10, 2020.

Reporting & Corrective Actions

- **All changes to the system registration information were provided within ten (10) days of the change.**

NON-COMPLIANCE WITH REGULATORY REQUIREMENTS AND ACTIONS REQUIRED

This section provides a summary of all non-compliance with regulatory requirements identified during the inspection period, as well as actions required to address these issues. Further details pertaining to these items can be found in the body of the inspection report.

1. **Continuous monitoring equipment that was being utilized to fulfill O. Reg. 170/03 requirements was not performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O. Reg. 170/03 and/or was not recording data with the prescribed format.**

   Final effluent chlorine residuals and filter effluent turbidity from of each filter, are read and recorded in the SCADA system every 60 seconds. Final effluent chlorine residuals are also documented on a chart recorder.
   Daily, the SCADA system prints out a summary of all the filter effluent turbidity data. Based on the data collected, every 15 minutes, the mean, maximum and average values of the previous 15 minutes of data are recorded.
   During the inspection, it was confirmed that the minimum testing and recording frequency was met for the inspection review period, except from 20:12, on March 4, 2020 to 07:50, on March 5, 2020. During this time, data was lost due to a failure of the facility's UPS. Upon further evaluation, it was discovered both the main and back up computer failed because they were on the same power circuit. Once aware of the issue, operators immediately hooked up to an external power source and regained operation of their computer system and ability to continuously record data.
   Treated water chlorine residual data was also unavailable on the SCADA system for this time period, but the data was available on the chart record.

   Action(s) Required:

   Since the UPS failure, an electrician has installed 2 new UPS units for the main and backup computer and put the plant's controllers on separate power circuits, so that if one system fails, the other should continue to operate.
   No further action is required at this time, to address this issue.

2. **All required written notices of adverse water quality incidents were not provided as per O. Reg. 170/03 16-7.**

   O. Reg. 170/03, Schedule 16, section 16-7 requires that 24 hours after providing an immediate verbal notification of an adverse drinking water test result, a written notification of the adverse must be sent to the Ministry's Spills Action Centre and the medical officer of health. On September 12, 2020, a verbal notification was made to the Ministry's Spills Action Centre at 14:46 and a public health inspector at 15: 39, for an adverse test result showing the presence of total coliforms. The written notification for this adverse was not sent out until September 14, 2020, greater than 24 hours after the verbal notifications were made.

   Action(s) Required:

   Since this incident, the local water inspector has communicated with operators the need to provide a written notification of a reportable event within 24 hours of making the verbal notification. A subsequent reportable incident demonstrated that the written notification was submitted within the required timeframe.
   The Town of Fort Frances shall ensure that all future written notifications of reportable events as detailed under Schedule 16 of O. Reg. 170/03 are submitted within 24 hours of making the verbal notification.

3. **All reporting requirements for lead sampling were not complied with as per schedule 15.1-9 of O. Reg. 170/03.**

   O. Reg. 170/03, Schedule 15.1, section 15.1-9(1) requires that within 7 days of receiving lead plumbing sample results, a report containing the following, shall be give to the owner:
   - a copy of the report
   - a statement whether the report indicates a result that exceeds any Schedule 2 standard
   - a telephone number of a person who is available to answer questions about the report.

   During the review period, lead samples were taken from 4 businesses in the fall of 2020. A copy of the lead sample results were not provided to the businesses within 7 days of receiving the lead sample results. None of the samples resulted in a lead exceedance.

Action(s) Required:

On February 11, 2021, the lead sample results were hand delivered to the 4 businesses whose water was sampled for lead in the fall of 2020. Delivery of the sample results has resolved this item of non-compliance. No further action is required at this time.

4. The Annual Report did not contain the required information and/or was not prepared by February 28th of the following year.

O. Reg. 170/03, section 11(6)(b) and (d) detail that the Annual Report is to include a summary of any reportable events made to the ministry (i.e. adverse test results or observation of improper disinfection), as required by the regulation and describe any corrective actions taken under Schedule 17.
Although the Annual Report included the number of microbiological distribution samples taken, it failed to capture that a February 25, 2019, distribution sample resulted in an adverse (presence of total coliforms) that was reported to the Spills Action Centre and corrective action was taken to address this issue.

Action(s) Required:

By March 26, 2021, the 2019 Annual Report is to be updated to include the February 25, 2019 adverse sample and summarize of corrective actions taken to address the adverse.
By the same date, a copy of the updated 2019 Annual Report is to be submitted to the undersigned officer.

SUMMARY OF RECOMMENDATIONS AND BEST PRACTICE ISSUES

This section provides a summary of all recommendations and best practice issues identified during the inspection period. Details pertaining to these items can be found in the body of the inspection report. In the interest of continuous improvement in the interim, it is recommended that owners and operators develop an awareness of the following issues and consider measures to address them.

1. The owner did not have a harmful algal bloom monitoring plan in place.

The DWS owner does not currently have a Harmful Algal Bloom (HAB) monitoring plan in place.

The ministry has previously issued guidance via a letter asking surface water systems to monitor for algal blooms. Furthermore, renewed Municipal Drinking Water Licence's (MDWL) will include HAB conditions related to monitoring, sampling and reporting. HAB plans must include details relating to: 1.) visual monitoring for HABs at or near the drinking water system intake(s); 2.) details relating to visual monitoring of shoreline for drinking water systems where the proximity of the intake(s) may be of concern; 3.) details relating to reporting and observed or suspected HAB; 4.) a sampling plan, including the identification of sampling location(s) and frequencies and triggers that may increase the sampling frequency, and 5.) up to date records documenting staff training on the HAB monitoring, reporting and sampling procedures.

Recommendation:

In preparation for the new condition to be added to the facility's licence, it is recommended that the facility develop a Harmful Algal Bloom Monitoring Plan. The plan may include, but not be limited to the following:

- Directly observing source water approaching and standing at system intake(s);
- Diligently collecting raw and treated water samples for total microcystin testing at a licensed laboratory;
- Notifying the Ministry, the local Medical Officer of Health (and the local Conservation Authority, if applicable) when a bloom has been observed in order that actions can be taken to protect the public.

Ontario

Ministry of the Environment, Conservation and Parks
Inspection Report

SIGNATURES

Inspected By:

Carolyn Lacroix

Signature: (Provincial Officer)

Reviewed & Approved By:

Paula Spencer

Signature: (Supervisor)

Review & Approval Date: February 24, 2021

Note: This inspection does not in any way suggest that there is or has been compliance with applicable legislation and regulations as they apply or may apply to this facility. It is, and remains, the responsibility of the owner and/or operating authority to ensure compliance with all applicable legislative and regulatory requirements.

Ontario

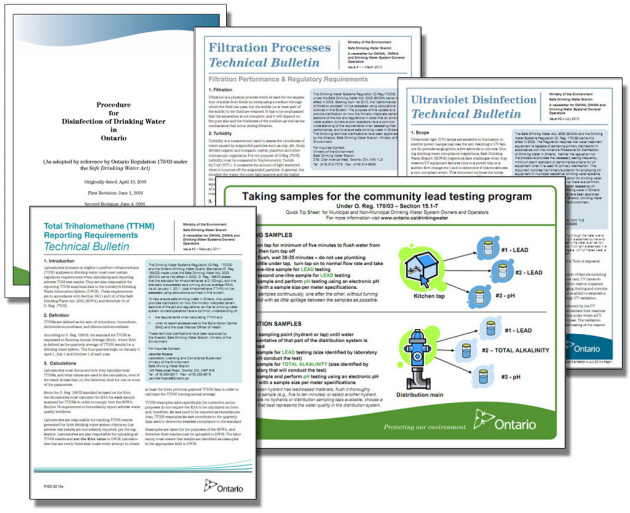
Key Reference Materials

Key Reference and Guidance Material for Municipal Residential Drinking Water Systems

Many useful materials are available to help you operate your drinking water system. Below is a list of key materials owners and operators of municipal residential drinking water systems frequently use.

To access these materials online click on their titles in the table below or use your web browser to search for their titles. Contact the Public Information Centre if you need assistance or have questions at 1-800-565-4923/416-325-4000 or **picemail.moe@ontario.ca**.

For more information on Ontario's drinking water visit **www.ontario.ca/drinkingwater** and email **drinking.water@ontario.ca** to subscribe to drinking water news.

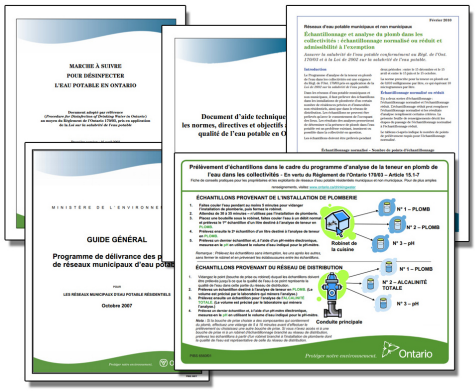


PUBLICATION TITLE	PUBLICATION NUMBER
Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils	7889e01
FORMS: Drinking Water System Profile Information, Laboratory Services Notification, Adverse Test Result Notification Form	7419e, 5387e, 4444e
Procedure for Disinfection of Drinking Water in Ontario	4448e01
Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids	7152e
Total Trihalomethane (TTHM) Reporting Requirements Technical Bulletin (February 2011)	8215e
Filtration Processes Technical Bulletin	7467
Ultraviolet Disinfection Technical Bulletin	7685
Guide for Applying for Drinking Water Works Permit Amendments, Licence Amendments, Licence Renewals and New System Applications	7014e01
Certification Guide for Operators and Water Quality Analysts	
Guide to Drinking Water Operator Training Requirements	9802e
Taking Samples for the Community Lead Testing Program	6560e01
Community Sampling and Testing for Lead: Standard and Reduced Sampling and Eligibility for Exemption	7423e
Guide: Requesting Regulatory Relief from Lead Sampling Requirements	6610
Drinking Water System Contact List	7128e
Technical Support Document for Ontario Drinking Water Quality Standards	4449e01

Principaux guides et documents de référence sur les réseaux résidentiels municipaux d'eau potable

De nombreux documents utiles peuvent vous aider à exploiter votre réseau d'eau potable. Vous trouverez ci-après une liste de documents que les propriétaires et exploitants de réseaux résidentiels municipaux d'eau potable utilisent fréquemment.

Pour accéder à ces documents en ligne, cliquez sur leur titre dans le tableau ci-dessous ou faites une recherche à l'aide de votre navigateur Web. Communiquez avec le Centre d'information au public au 1 800 565-4923 ou au 416 325-4000, ou encore à **picemail.moe@ontario.ca** si vous avez des questions ou besoin d'aide.



Pour plus de renseignements sur l'eau potable en Ontario, consultez le site **www.ontario.ca/eaupotable** ou envoyez un courriel à **drinking.water@ontario.ca** pour suivre l'information sur l'eau potable.

TITRE DE LA PUBLICATION	NUMÉRO DE PUBLICATION
Prendre soin de votre eau potable – Un guide destiné aux membres des conseils municipaux	7889f01
Renseignements sur le profil du réseau d'eau potable, Avis de demande de services de laboratoire, Formulaire de communication de résultats d'analyse insatisfaisants et du règlement des problèmes	7419f, 5387f, 4444f
Marche à suivre pour désinfecter l'eau potable en Ontario	4448f01
Strategies for Minimizing the Disinfection Products Thrihalomethanes and Haloacetic Acids (en anglais seulement)	7152e
Total Trihalomethane (TTHM) Reporting Requirements: Technical Bulletin (février 2011) (en anglais seulement)	8215e
Filtration Processes Technical Bulletin (en anglais seulement)	7467
Ultraviolet Disinfection Technical Bulletin (en anglais seulement)	7685
Guide de présentation d'une demande de modification du permis d'aménagement de station de production d'eau potable, de modification du permis de réseau municipal d'eau potable, de renouvellement du permis de réseau municipal d'eau potable et de permis pour un nouveau réseau	7014f01
Guide sur l'accréditation des exploitants de réseaux d'eau potable et des analystes de la qualité de l'eau de réseaux d'eau potable	
Guide sur les exigences relatives à la formation des exploitants de réseaux d'eau potable	9802f
Prélèvement d'échantillons dans le cadre du programme d'analyse de la teneur en plomb de l'eau dans les collectivités	6560f01
Échantillonnage et analyse du plomb dans les collectivités : échantillonnage normalisé ou réduit et admissibilité à l'exemption	7423f
Guide: Requesting Regulatory Relief from Lead Sampling Requirements (en anglais seulement)	6610
Liste des personnes-ressources du réseau d'eau potable	7128f
Document d'aide technique pour les normes, directives et objectifs associés à la qualité de l'eau potable en Ontario	4449f01

Ontario

Ministry of the Environment
Drinking Water System Inspection Report Appendix B

Inspection Summary Rating Record

Ministry of the Environment - Inspection Summary Rating Record (Reporting Year - 2020-2021)

DWS Name:	FORT FRANCES DRINKING WATER SYSTEM
DWS Number:	220000978
DWS Owner:	Fort Frances, The Corporation Of The Town Of
Municipal Location:	Fort Frances
Regulation:	O.REG 170/03
Category:	Large Municipal Residential System
Type Of Inspection:	Detailed
Inspection Date:	January 8, 2021
Ministry Office:	Kenora Area Office

Maximum Question Rating: 662

Inspection Module	Non-Compliance Rating
Permit To Take Water	0 / 12
Capacity Assessment	0 / 42
Treatment Processes	0 / 93
Process Wastewater	0 / 20
Distribution System	0 / 8
Operations Manuals	0 / 42
Logbooks	0 / 30
Certification and Training	0 / 42
Water Quality Monitoring	0 / 136
Reporting & Corrective Actions	18 / 96
Treatment Process Monitoring	21 / 141
TOTAL	**39 / 662**

Inspection Risk Rating	**5.89%**

FINAL INSPECTION RATING:	**94.11%**

Inspection Rating Record Generated On 23-FEB-21 (Inspection ID: 1-O99X1).

Ministry of the Environment - Detailed Inspection Rating Record (Reporting Year - 2020-2021)

DWS Name:	FORT FRANCES DRINKING WATER SYSTEM
DWS Number:	220000978
DWS Owner:	Fort Frances, The Corporation Of The Town Of
Municipal Location:	Fort Frances
Regulation:	O.REG 170/03
Category:	Large Municipal Residential System
Type Of Inspection:	Detailed
Inspection Date:	January 8, 2021
Ministry Office:	Kenora Area Office

Non-compliant Question(s)	Question Rating
Reporting & Corrective Actions	
Was an Annual Report containing the required information prepared by February 28 of the following year?	4
Were all required written notices of adverse water quality incidents provided as per O. Reg. 170/03 16-7?	6
Were all reporting requirements for lead sampling complied with as per schedule 15.1-9 of O. Reg. 170/03?	8
Treatment Process Monitoring	
Is continuous monitoring equipment that is being utilized to fulfill O. Reg. 170/03 requirements performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O. Reg. 170/03 and recording data with the prescribed format?	21
TOTAL QUESTION RATING	39

Maximum Question Rating: 662

Inspection Risk Rating	**5.89%**
FINAL INSPECTION RATING:	**94.11%**

Inspection Rating Record Generated On 23-FEB-21 (Inspection ID: 1-O99X1).

APPLICATION OF THE RISK METHODOLOGY USED FOR MEASURING MUNICIPAL RESIDENTIAL DRINKING WATER SYSTEM INSPECTION RESULTS

The Ministry of the Environment (MOE) has a rigorous and comprehensive inspection program for municipal residential drinking water systems (MRDWS). Its objective is to determine the compliance of MRDWS with requirements under the Safe Drinking Water Act and associated regulations. It is the responsibility of the municipal residential drinking water system owner to ensure their drinking water systems are in compliance with all applicable legal requirements.

This document describes the risk rating methodology, which has been applied to the findings of the Ministry's MRDWS inspection results since fiscal year 2008-09. The primary goals of this assessment are to encourage ongoing improvement of these systems and to establish a way to measure this progress.

MOE reviews the risk rating methodology every three years to account for legislative and societal changes that affect acceptable risk levels. As a result of the most recent review, the methodology has been modified to present an improved metric for the evaluation of the risk/safety of MRDWS operations.

The Ministry's Municipal Residential Drinking Water Inspection Protocol contains up to 14 inspection modules and consists of approximately 120 regulatory questions. Those protocol questions are also linked to definitive guidance that

ministry inspectors use when conducting MRDWS inspections. The questions address a wide range of regulatory issues, from administrative procedures to drinking water quality monitoring. Additionally, the inspection protocol contains a number of non-regulatory questions.

A team of drinking water specialists in the ministry have assessed each of the inspection protocol regulatory questions to determine the risk (not complying with the regulation) to the delivery of safe drinking water. This assessment was based on established provincial risk assessment principles, with each question receiving a risk rating referred to as the Question Risk Rating. Based on the number of areas where a system is deemed to be non-compliant during the inspection, and the significance of these areas to administrative, environmental, and health consequences, a risk-based inspection rating is calculated by the ministry for each drinking water system.

It is important to be aware that an inspection rating that is less than 100 per cent does not mean that the drinking water from the system is unsafe. It shows areas where a system's operation can improve. To that end, the ministry works with owners and operators of systems to make sure they know what they need to do to achieve full compliance.

The inspection rating reflects the inspection results of the specific drinking water system for the reporting year. Since the methodology is applied consistently over a period of years, it serves as a comparative measure both provincially and in relation to the individual system. Both the drinking water system and the public are able to track the performance over time, which encourages continuous improvement and allows systems to identify specific areas requiring attention.

The ministry's annual inspection program is an important aspect of our drinking water safety net. The ministry and its partners share a common commitment to excellence and we continue to work toward the goal of 100 per cent regulatory compliance.

Determining Potential to Compromise the Delivery of Safe Water

The risk management approach used for MRDWS is aligned with the Government of Ontario's Risk Management Framework. Risk management is a systematic approach to identifying potential hazards; understanding the likelihood and consequences of the hazards; and taking steps to reduce their risk if necessary and as appropriate.

The Risk Management Framework provides a formula to be used in the determination of risk:

RISK = LIKELIHOOD × CONSEQUENCE
(of the consequence)

Every regulatory question in the inspection protocol possesses a likelihood value (L) for an assigned consequence value (C) as described in **Table 1** and **Table 2**.

TABLE 1:

Likelihood of Consequence Occurring	Likelihood Value
0% - 0.99% (Possible but Highly Unlikely)	L = 0
1 – 10% (Unlikely)	L = 1
11 – 49% (Possible)	L = 2
50 – 89% (Likely)	L = 3
90 – 100% (Almost Certain)	L = 4

TABLE 2:

Consequence	Consequence Value
Medium Administrative Consequence	C = 1
Major Administrative Consequence	C = 2
Minor Environmental Consequence	C = 3
Minor Health Consequence	C = 4
Medium Environmental Consequence	C = 5
Major Environmental Consequence	C = 6
Medium Health Consequence	C = 7
Major Health Consequence	C = 8

The consequence values (0 through 8) are selected to align with other risk-based programs and projects currently under development or in use within the ministry as outlined in **Table 2**.

The Question Risk Rating for each regulatory inspection question is derived from an evaluation of every identified consequence and its corresponding likelihood of occurrence:

- All levels of consequence are evaluated for their potential to occur
- Greatest of all the combinations is selected.

The Question Risk Rating quantifies the risk of non-compliance of each question relative to the others. Questions with higher values are those with a potentially more significant impact on drinking water safety and a higher likelihood of occurrence. The highest possible value would be 32 (4×8) and the lowest would be 0 (0×1).

Table 3 presents a sample question showing the risk rating determination process.

TABLE 3:

Does the Operator in Charge ensure that the equipment and processes are monitored, inspected and evaluated?							
Risk = Likelihood × Consequence							
C=1	C=2	C=3	C=4	C=5	C=6	C=7	C=8
Medium Administrative Consequence	**Major** Administrative Consequence	**Minor** Environmental Consequence	**Minor** Health Consequence	**Medium** Environmental Consequence	**Major** Environmental Consequence	**Medium** Health Consequence	**Major** Health Consequence
L=4 (Almost Certain)	L=1 (Unlikely	L=2 (Possible)	L=3 (Likely)	L=3 (Likely)	L=1 (Unlikely	L=3 (Likely)	L=2 (Possible)
R=4	**R=2**	**R=6**	**R=12**	**R=15**	**R=6**	**R=21**	**R=16**

Application of the Methodology to Inspection Results

Based on the results of a MRDWS inspection, an overall inspection risk rating is calculated. During an inspection, inspectors answer the questions that relate to regulatory compliance and input their responses as "yes", "no" or "not applicable" into the Ministry's Laboratory and Waterworks Inspection System (LWIS) database. A "no" response indicates non-compliance. The maximum number of regulatory questions asked by an inspector varies by: system (i.e., distribution, stand-alone), type of inspection (i.e., focused, detailed), and source type (i.e., groundwater, surface water).

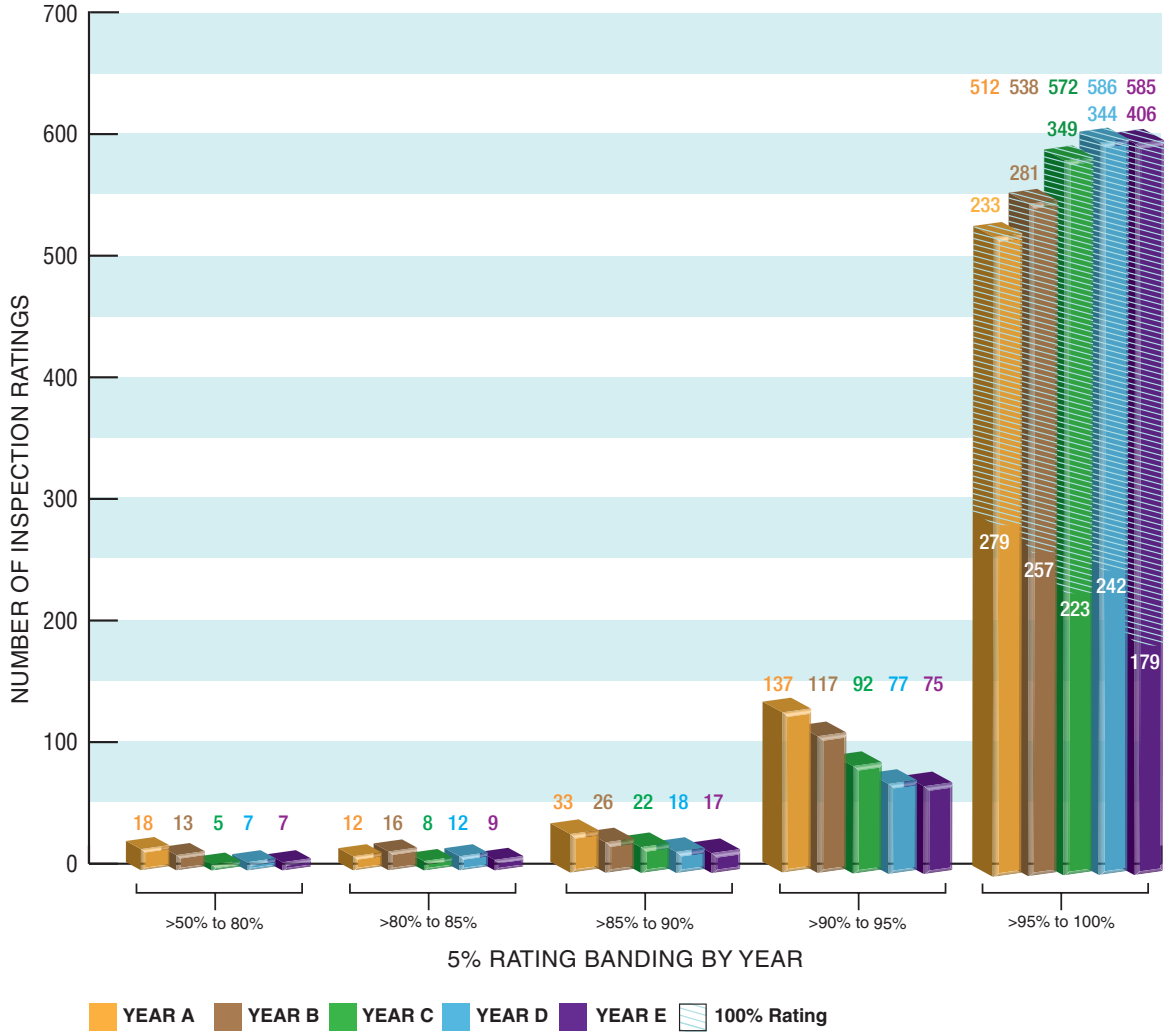
The risk ratings of all non-compliant answers are summed and divided by the sum of the risk ratings of all questions asked (maximum question rating). The resulting inspection risk rating (as a percentage) is subtracted from 100 per cent to arrive at the final inspection rating.

Application of the Methodology for Public Reporting

The individual MRDWS Total Inspection Ratings are published with the ministry's Chief Drinking Water Inspector's Annual Report.

Figure 1 presents the distribution of MRDWS ratings for a sample of annual inspections. Individual drinking water systems can compare against all the other inspected facilities over a period of inspection years.

Figure 1: Year Over Year Distribution of MRDWS Ratings



Reporting Results to MRDWS Owners/Operators

A summary of inspection findings for each system is generated in the form of an Inspection Rating Record (IRR). The findings are grouped into the 14 possible modules of the inspection protocol, which would provide the system owner/operator with information on the areas where they need to improve. The 14 modules are:

1. Source
2. Permit to Take Water
3. Capacity Assessment
4. Treatment Processes
5. Process Wastewater
6. Distribution System
7. Operations Manuals
8. Logbooks
9. Contingency and Emergency Planning
10. Consumer Relations
11. Certification and Training
12. Water Quality Monitoring
13. Reporting, Notification and Corrective Actions
14. Other Inspection Findings

For further information, please visit **www.ontario.ca/drinkingwater**

FORTFRANCES
BOUNDLESS

To: Craig Miller, QMS Representative

From: Cody Vangel, QMS Internal Auditor

CC: Greg Wiedenhoeft, ORO; Travis Rob, QMS Representative Alternate

Date: July 29, 2021

Re: 2021 QMS Operational Plan Internal Audit Results

Dear Craig Miller,

Please accept the submission of the Internal Audit Report conducted on the QMS Operational Plan for the Town of Fort Frances Operations and Facilities Division. The internal audit was completed between June 29, 2021 and July 29, 2021. This is well within the timelines initially set out in the audit schedule.

The attached report details the results of the document review as well as the staff interviews. I have also attached a copy of the Internal Audit Checklists completed during the document review phase of the audit. I would like to thank yourself and all affected staff for their cooperation during this study of the Operational Plan. If you have any questions regarding the content of the attached documents, please do not hesitate to contact myself.

Sincerely,

Cody Vangel
QMS Internal Auditor
Ph: 274-5323 ext. 1216
cvangel@fortfrances.ca

Fort Frances Drinking Water System

Internal Audit Report

Element Audited: QMS Operational Management System, June 18, 2021 Revision 14

Date: July 29, 2021

Auditor: Cody Vangel

Scope

This Internal Audit covers 21 elements of the DWQMS, the Town of Fort Frances water Treatment Plant and Water Distribution System. The Internal Audit was completed between June 29, 2021 – July 29, 2021 as per the Internal Audit Schedule. The desktop review was from June 30 to July 9, 2021. Interviews took place for the QMS Team Staff July 15-21, 2021. Final Audit Report deadline was scheduled with Craig Miller to be completed July 29, 2021.

Document Review

The QMS Operational Plan, June 18, 2021 Revision 14 was reviewed prior to the personnel interviews. The findings of the documents reviewed, and personal interviews are as outlined below:

Findings

DWQMS Reference: Results: Details: Results: Details:	1. Quality Management System **Conforms** The information provided in the Operational Plan meets the requirements of the standard. **Opportunity for Improvement** Have the applicable element title/heading match that in the table of contents
DWQMS Reference: Results: Details:	2. Quality Management System Policy **Conforms** The information provided in the Operational Plan meets the requirements of the standard.
DWQMS Reference: Results:	3. Commitment and Endorsement **Conforms**

Details:	The information provided in the Operational Plan meets the requirements of the standard.
Results: Details:	**Opportunity for improvement** The Town is undergoing a search to fill the CAO role. Upon selection of the new CAO, this endorsement should be updated with signature of the new CAO.
DWQMS Reference: Results: Details:	4. Quality Management System Representative **Conforms** The information provided in the Operational Plan meets the requirements of the standard
Results: Details:	**Opportunity for Improvement** Have the applicable element title/heading match that in the table of contents
DWQMS Reference: Results: Details:	5. Document and Records Control **Conforms** The information provided in the Operational Plan meets the requirements of the standard
Results: Details:	**Opportunity for Improvement** A grammatical correction that may be considered for item 5.2.(c)(3) is that the parentheses should be altered to read as follows: A standard footer shall identify all QMS internal documents. This footer contains the following wording “Town of Fort Frances QMS Operational Plan”, and the last revision date.
DWQMS Reference: Results: Details:	6. Drinking Water System **Conforms** The information provided in the Operational Plan meets the requirements of the standard
Results: Details:	**Opportunity for Improvement** • Revise the introduction paragraph to include Friesen 5 at 121 Oakwood Road. • Revise 121 Oakwood Drive to 121 Oakwood Road.

	• Item 6.4 refers to a risk assessment under Element 8, this should read Element 7. • Regarding item 6.5, address will change to 901 Agamiing Drive come January 1, 2022. • A legend detailing water supply lines and hydrants may be beneficial on the maps in Appendix "I". • In item 6.6, Colonization Road West is changing to Sunset Drive January 1, 20 • Describe fuel source for standby generator. (diesel, gasoline, propane, natural gas?)
DWQMS Reference: Results: Details:	7. Risk Assessment **Conforms** The information provided in the Operational Plan meets the requirements of the standard
DWQMS Reference: Results: Details:	8. Risk Assessment Outcomes **Conforms** The information provided in the Operational Plan meets the requirements of the standard
DWQMS Reference: Results: Details: Results: Details:	9. Organizational Structure, Roles, Responsibilities and Authorities. **Conforms** The information provided in the Operational Plan meets the requirements of the standard **Opportunity for Improvement** • OFEC appointment is under By-law 53/16, instead of 21/94 • Emergency plan is located under "N" drive, not the "G" drive ("G" does not exist). The current plan under the "N" drive is outdated and needs to be updated. This is referenced in Secretary/Receptionist section. • The Operations and Maintenance manual in the WTP Control Room should be updated to indicate the new ORO. Existing manual shows the interim ORO from early 2021.
DWQMS Reference: Results:	10. Competencies **Conforms**

Details:	The information provided in the Operational Plan meets the requirements of the standard
DWQMS Reference: Results: Details: Results: Details:	11. Personnel Coverage **Conforms** The information provided in the Operational Plan meets the requirements of the standard. **Opportunity for Improvement** It is understood that the MECP has a new procedure for watermain disinfections. It may be beneficial to write how personnel coverage may be affected and how staffing may be rearranged to adjust.
DWQMS Reference: Results: Details:	12. Communications **Conforms** The information provided in the Operational Plan meets the requirements of the standard
DWQMS Reference: Results: Details:	13. Essential Supplies and Services **Conforms** The information provided in the Operational Plan meets the requirements of the standard
DWQMS Reference: Results: Details:	14. Review and Provision of Infrastructure **Conforms** The information provided in the Operational Plan meets the requirements of the standard
DWQMS Reference: Results: Details:	15. Infrastructure Maintenance, Rehabilitation, and Renewal **Conforms** The information provided in the Operational Plan meets the requirements of the standard
DWQMS Reference: Results: Details:	16. Sampling, Testing, and Monitoring **Conforms** The information provided in the Operational Plan meets the requirements of the standard.
DWQMS Reference: Results: Details:	18. Emergency Management **Conforms** The information provided in the Operational Plan meets the requirements of the standard

Results: Details:	**Opportunity for Improvement** Section 18.2(2) refers to one or more water treatment plant operators being sick and further refers to SOP #2. SOP #2 was found to reference Pandemic Response rather than sick workers. This should be addressed with a revised SOP and the addition of a pandemic emergency situation section.
Results: Details:	**Opportunity for Improvement** Emergency management training appears to be limited. It would be beneficial for the QMS team to be involved with the Municipal Emergency Control Group mock exercises to practise life-like emergency situations
DWQMS Reference: Results: Details:	19. Internal Audits **Conforms** The information provided in the Operational Plan meets the requirements of the standard
DWQMS Reference: Results: Details:	20. Management Review **Conforms** The information provided in the Operational Plan meets the requirements of the standard
DWQMS Reference: Results: Details:	21. Continual Improvement **Conforms** The information provided in the Operational Plan meets the requirements of the standard

Interviews

The following persons were interviewed as part of the Internal Audit:

- Craig Miller, Environmental Superintendent QMS Representative
- Travis Rob, Operations and Facilities Manager, QMS Representative Alternate
- Greg Wiedenhoeft, ORO Water Treatment Plant
- Paul Lemesurier, OIC Water Treatment Plant
- Jay Bruyere, OIT Water Treatment Plant
- Bryan Patterson, OIT Water Distribution
- Joel Nicolay, OIT Water Distribution
- Erik Gustafson, OIT Water Distribution
- Lori Pattison, Secretary

Findings

The following outlines the findings from the interviews of the above-mentioned personnel.

- Element 7 – Through interviews and discussions on Element 7 (Risk Assessment) it was found that between this audit and the next in 2022, the risk assessment for the hazards indicated in the plan will need to be completed from scratch as per the 36-month renewal schedule. It will be important to ensure all QMS team members are included in the preparation of the renewed risk assessments.
- Element 11 – Through interviews discussions on Element 11 it was found that the MECP issued new procedures for watermain disinfections, and it is understood that a certified water operator is required to be present when tying in new watermains to the municipal system. This element may need to be amended to include personnel distribution if manpower is affected due to these new procedures.
- Element 18 Emergency Management is current to the standard but offers an opportunity for improvement for completing a tabletop or mock exercise with the Emergency Community Control Group in the Town of Fort Frances. With new employees and management members, this would be a great learning opportunity. The OP speaks of completing a mock exercise but is not mandatory. Members of the QMS mentioned this as an interest in training procedures.

Fort Frances Drinking Water System

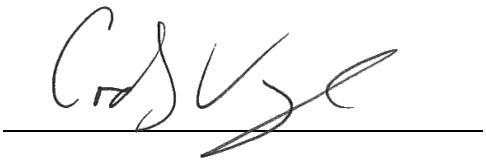
Internal Audit Report

Summary of Findings During the Audit Process

SUMMARY OF FINDINGS				
Operating Authority				
The Town of Fort Frances				
Auditor	**Date**			
Cody Vangel	July 29, 2021			
System (s)				
1. The Town of Fort Frances Drinking Water System				
Requirement	**System**			
	1	**2**	**3**	**4**
1. Quality Management System	**OFI**			
2. Quality Management System Policy	**C**			
3. Commitment and Enforcement	**OFI**			
4. Quality Management System Representative	**OFI**			
5. Document and Records Control	**OFI**			
6. Drinking-Water System	**OFI**			
7. Risk Assessment	**C**			
8. Risk Assessment Outcomes	**C**			
9. Organizational Structure, Roles, Responsibilities and Authorities	**OFI**			
10. Competencies	**C**			
11. Personnel Coverage	**OFI**			
12. Communications	**C**			
13. Essential Supplies and Services	**C**			
14. Review and Provision of Infrastructure	**C**			
15. Infrastructure Maintenance and Rehabilitation & Renewal	**C**			
16. Sampling, Testing and Monitoring	**C**			
17. Measurement & Recording Equipment Calibration and Maintenance	**C**			
18. Emergency Management	**OFI**			
19. Internal Audits	**C**			
20. Management Review	**C**			
21. Continual Improvement	C			

C	Conformance. In the opinion of the auditor this element is in conformance with the DWQMS.
Mj	Major non-conformity. The auditor has determined one of the following: (a) a required element of the DWQMS has not been incorporated into a QMS; (b) a systemic problem with a QMS is evidenced by two or more minor non-conformities; or (c) a minor non-conformity identified in a corrective action request has not been remedied
Mn	Minor non-conformity. In the opinion of the auditor, part of a required element of the DWQMS has not been incorporated satisfactorily into a QMS.
OFI	Opportunity for improvement. Conforms with the requirement, but there is an opportunity for improvement

FORTFRANCES BOUNDLESS	Fort Frances Drinking Water System Internal Audit Report



Cody Vangel, Lead Auditor

APPENDIX

i. Cody Vangel Certificate of Qualification, Internal Auditor for DWQMS
ii. Internal Audit Schedule
iii. Internal Audit Opening Meeting Agenda
iv. Internal Audit Opening Meeting Minutes
v. DWQMS Checklists

Certificate of Completion

Cody Vangel

Has successfully completed the
Internal Auditor for DWQMS; 13471
Director Approved under *O. Reg. 128/04* for 0.4 CEUs
April 22, 2020

Ivana Strgacic

Ivana Strgacic, P.Eng.
President

April 27, 2020

Date:

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AGENDA ITEM #15.2

Certificate of Completion

Cody Vangel

Has successfully completed the
Introduction to DWQMS; 13368
Director Approved under *O. Reg. 128/04* for 0.4 CEUs
April 22, 2020

Ivana Strgacic

Ivana Strgacic, P.Eng.
President

April 27, 2020

Date:

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AGENDA ITEM #15.2

Fort Frances Drinking Water System
Internal Audit Schedule

Internal Audit Schedule – Revised June 29, 2021		
Start Date	**End Date**	**Process**
June 29, 2021	June 29, 2021	Kick-off Meeting
June 30, 2021	July 9, 2021	Desktop Review
July 12, 2021	July 14, 2021	Interview Preparation
July 15, 2021	July 21, 2021	Interviews (July 15, 20, 21)
July 22, 2021	July 28, 2021	Final Report Preparation
July 29, 2021	July 29, 2021	Close-out Meeting – Report Submission

Fort Frances Drinking Water System
Internal Audit Opening Meeting Agenda

Date: June 29, 2021
Time: 9:00 A.M
Place: Water Treatment Plant

1. Introduction

The Internal Audit begins today June 29, 2021 and is tentatively to be completed by July 30, 2021. This Internal Audit covers 21 elements of the DWQMS, the Town of Fort Frances Water Treatment Plant and Water Distribution System.

2. Internal Audit Schedule

Internal Audit Schedule		
Start Date	**End Date**	**Process**
June 29, 2021	June 29, 2021	Kick-off Meeting
June 30, 2021	July 9, 2021	Desktop Review
July 12, 2021	July 14, 2021	Interview Preparation
July 15, 2021	July 21, 2021	Interviews (July 15, 16, 20, 21)
July 22, 2021	July 29, 2021	Final Report Preparation
July 30, 2021	July 30, 2021	Close-out Meeting – Report Submission

3. Confirm Interview List

Craig Miller, Travis Rob, Greg Wiedenhoeft, Paul Le Mesurier, Jay Bruyere, Bryan Patterson, Joel Nicolay, Erik Gustafson, Lori Pattison

4. Confirm Availability of Personnel for Interview

July 15, 2021	July 16, 2021	July 20, 2021	July 21, 2021
Bryan Patterson 1:00pm – 1:30pm	Greg Wiedenhoeft 1:00pm – 1:30pm	Craig Miller 1:00pm – 1:30pm	contingency
Joel Nicolay 1:30pm – 2:00pm	Jay Bruyere 1:30pm – 2:00pm	Travis Rob 1:30pm – 2:00pm	contingency
Erik Gustafson 2:00pm – 2:30pm	Paul Le Mesurier 2:00pm – 2:30pm	Lori Pattison 2:00pm – 2:30pm	contingency

5. Confirm time and location of Closing Meeting

Closing meeting will be proposed at the Water Treatment Plant July 30, 2021 at 9:00am.

Fort Frances Drinking Water System
Internal Audit Opening Meeting Minutes

Date: June 29, 2021
Time: Call to order at 9:07am
Place: Held virtually via Microsoft Teams
Attendees: Cody Vangel, Greg Wiedenhoeft, Paul Le Mesurier, Jay Bruyere, Craig Miller, Bryan Patterson, Lori Pattison, Erik Gustafson, Joel Nicolay

1. Introduction

Cody Vangel will conduct the internal audit.

The Internal Audit begins today June 29, 2021 and is scheduled to for completion by July 29, 2021.

The Internal Audit covers 21 elements of the DWQMS, the Town of Fort Frances Water Treatment Plant and Water Distribution System.

2. Internal Audit Schedule

The proposed Internal Audit Schedule has been revised and confirmed as follows:

Internal Audit Schedule		
Start Date	**End Date**	**Process**
June 29, 2021	June 29, 2021	Kick-off Meeting
June 30, 2021	July 9, 2021	Desktop Review
July 12, 2021	July 14, 2021	Interview Preparation
July 15, 2021	July 21, 2021	Interviews (July 15, 20, 21)
July 22, 2021	July 28, 2021	Final Report Preparation
July 29, 2021	July 29, 2021	Close-out Meeting – Report Submission

3. Confirm Interview List

The interview list was confirmed as follows: Craig Miller, Travis Rob, Greg Wiedenhoeft, Paul Le Mesurier, Jay Bruyere, Bryan Patterson, Joel Nicolay, Erik Gustafson, Lori Pattison.

Fort Frances Drinking Water System
Internal Audit Opening Meeting Minutes

4. Confirm Availability of Personnel for Interview

The interview schedule has been revised and confirmed as follows:

July 15, 2021	July 20, 2021	July 21, 2021
Bryan Patterson 1:00pm – 1:30pm	Craig Miller 1:00pm – 1:30pm	Greg Wiedenhoeft 1:00pm – 1:30pm
Joel Nicolay 1:30pm – 2:00pm	Travis Rob 1:30pm – 2:00pm	Jay Bruyere 1:30pm – 2:00pm
Erik Gustafson 2:00pm – 2:30pm	Lori Pattison 2:00pm – 2:30pm	Paul Le Mesurier 2:00pm – 2:30pm

5. Confirm time and location of Closing Meeting

Report submission and the closing meeting will be on July 29, 2021 at 9:00am. Location to be determined.

Meeting close at 9:15am.

Minutes prepared by Cody Vangel. Please report any errors or omissions to cvangel@fortfrances.ca

Fort Frances Drinking Water System
DWQMS Form

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	June 30, 2021
Scope:	Element 1 - Quality Management System
People Interviewed:	QMS Team

Element: 1. Quality Management System	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements	OFI – have the applicable element title/heading match that in the table of contents	Yes - OFI	

PLAN – the Operating Authority shall document a Quality Management System that meets the requirements of this Standard

DO – The Operating Authority shall establish and maintain the Quality Management System in accordance with the requirements of this Standard and the policies and procedures documented in the Operational Plan.

Associated Documents to Review

- DWQMS Operational Plan
  - Is there a plan - yes
  - Are all 21 elements covered in the Operational Plan? - yes
  - Are there procedures for all elements included in the Appendix? – only for applicable elements
  - Are the copies controlled? - yes

Potential Interviews

- QMS Representative
- Construction and Maintenance Supervisor
- Construction and Maintenance Staff
- Top Management

Questions to Ask

- Do you know what the Operational Plan is?
- Do you know where the Operational Plan?

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	June 30, 2021
Scope:	Element 2 - Quality Management System Policy
People Interviewed:	QMS Team

Element 2 - Quality Management System Policy	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		Yes	

PLAN – The Operational Plan shall document a Quality Management System Policy that provides the foundation for the Quality Management System, and:

a.) is appropriate for the size and type of the subject system,
b.) includes a commitment to the maintenance and continual improvement of the Quality Management System,
c.) includes a commitment to the consumer to provide safe drinking water,
d.) includes a commitment to comply with all legislation and regulations, and
e.) is in a form that provides for ready communication to all Operating Authority personnel, the Owner and the public.

DO – The Operating Authority shall establish and maintain a Quality Management System that is consistent with the Policy.

Associated Documents to Review

- DWQMS Operational Plan
  - Does it contain the policy - yes
  - Does the policy meet the DWQMS Requirements – meets generally.
- DWQMS Policy
  - Where is it communicated (e.g. posters, website) – Operational plan hard copies, website, internal drives
- Communications Procedure – meets generally.

Is the public communication of the policy as per the Communications Policy? – yes, online or through Clerks office

Potential Interviews

QMS Representative
Construction and Maintenance Supervisor
Construction and Maintenance Staff
Top Management

Questions to Ask

- Do you know where the policy is?

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	June 30, 2021
Scope:	Element 3 - Commitment and Endorsement
People Interviewed:	Travis Rob, Craig Miller

Element: 3. Commitment and Endorsement	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements	OFI – the Town is undergoing a search to fill the CAO role. Upon selection of the new CAO, this endorsement should be updated with signature of the new CAO.	Yes - OFI	

PLAN – The Operational Plan shall contain a written endorsement of its contents by top Management and the Owner

DO – Top Management shall provide evidence of its commitment to an effective Quality Management System by:

a.) ensuring that a Quality Management System is in place that meets the requirements of this Standard,
b.) ensuring that the Operating Authority is aware of all applicable legislative and regulatory requirements,
c.) communicating the Quality Management System according to the procedure for communications, and
d.) determining, obtaining or providing the resources needed to maintain and continually improve the Quality management System

Associated Documents to Review

- DWQMS Operational Plan
  - Is the plan endorsed (signature from Owners) - yes
  - Does Council have a copy of the report (meeting minutes- package supplied to council) - yes
- Communications Procedure
  - Council minutes - yes
  - Any minutes regarding communication with owner - yes

Potential Interviews

QMS Representative
Top Management

Questions to Ask

- How did you communicate to the owner?
- Are you aware of regulations/legislative standards?

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	June 30, 2021
Scope:	Element 4 - Quality Management System Representative
People Interviewed:	Craig Miller

Element: 4. **Quality Management System Representative**	**Notes/Findings**	**Degree of Conformance**	
		Conforms	**Non-conforming**
DWQMS Requirements	OFI – have the applicable element title/heading match that in the table of contents	Yes - OFI	

PLAN – The Operational Plan shall identify a Quality Management System representative.

DO – Top Management shall appoint and authorize a Quality Management System representative who, irrespective of other responsibilities, shall:

a.) administer the Quality Management System by ensuring that processes needed for the Quality Management System are established and maintained,
b.) report to Top Management on the performance of the Quality Management System and any need for improvement,
c.) ensure that the current version of documents required by the Quality Management System are being used at all times,
d.) ensure that personnel are aware of all applicable legislative and regulatory requirements that pertain to their duties for the operation of the subject system, and
e.) promote awareness of the Quality Management System throughout the Operating Authority

Associated Documents to Review

- DWQMS Operational Plan -complete
- Document control procedure -complete

Potential Interviews

QMS Representative

Questions to Ask

- Has the QMS rep been authorized by Top Management
- How is QMS awareness promoted
- How do you ensure the current version of the document is used
- How are personnel aware of legislation/regulation
- How do you report to top management

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 5, 2021
Scope:	Element 5 - Document and Records Control
People Interviewed:	Craig Miller, Lori Pattison

Element: 5. Document and Records Control	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements	OFI – A grammatical correction that may be considered for item 5.2.(c)(3) is that the parentheses should be altered to read as follows: A standard footer shall identify all QMS internal documents. This footer contains the following wording "Town of Fort Frances QMS Operational Plan" and the last revision date.	Yes - OFI	

PLAN – The Operational Plan shall document a procedure for document and records control that describes how:

a.) documents required by the Quality Management System are:
   i. kept current, legible and readily identifiable
   ii. retrievable
   iii. stored, protected, retained and disposed of.

b.) Records required by the Quality Management System are:
   i. kept legible and readily identifiable
   ii. retrievable
   iii. stored, protected, retained and disposed of.

DO – The Operating Authority shall implement and conform to the procedure for document and records control and shall ensure that the Quality Management System documentation for the subject system includes:

a.) the Operational Plan and its associated policies and procedures,

b.) documents and records determined by the Operating Authority as being needed to ensure the effective planning, operation and control of its operations, and

c.) the results of internal and external audits and management reviews

Associated Documents to Review

- DWQMS Operational Plan
  - Any documents referred to in the Operational Plan
    - Master list of Documents
    - Work Instructions
    - Equipment Manuals/Training Manuals
    - Drawings

- Records Control Procedure (records can't be changed) – any records referred to in the procedure
  - Review records – water quality test records, annual reports –

• Review retention times • Review QMS related records – internal audits, minutes, calibration results. • Review any records outlined in the Records Control procedure • Review electronic records (e.g. weekly water quality summaries provided by lab) • Document Control Procedure – any records referred to in the procedure • Work instructions • Procedures • Equipment manuals
Potential Interviews
QMS Representative Construction and Maintenance Supervisor Construction and Maintenance Staff Top Management Tool Crib Person
Questions to Ask
• Can I see water quality records from 5 years ago? • Can I see an annual audit? • Can I see Management review minutes (example)? • Can I see Emergency plan summaries? • How do you request a change in an SOP? • How are changes communicated? • Are obsolete versions retained as per SOP – are they marked as obsolete? • Where are current versions stored electronically? How is access controlled? • Where are templates located? • Can I see the equipment manuals?

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 5, 2021
Scope:	Element 6 - Drinking-Water System
People Interviewed:	Paul LeMesurier, Greg Wiedenhoeft, Jay Bruyere, Bryan Patterson, Erik Gustafson, Joel Nicolay

Element: 6. Drinking-Water System	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements	OFI – revise the introduction paragraph to include Friesen 5 at 121 Oakwood Road. OFI - Revise 121 Oakwood Drive to 121 Oakwood Road. OFI – Item 6.4 refers to a risk assessment under Element 8, this should read Element 7. OFI – regarding item 6.5, address will change to 901 Agamiing Drive come January 1, 2022. OFI – a legend detailing water supply lines and hydrants may be beneficial on the maps in Appendix "I". OFI – in item 6.6 Colonization Road West Changing to Sunset Drive January 1, 2022. OFI– describe fuel source for standby generator. (diesel, gasoline, propane, natural gas?)	Yes - OFI	

PLAN – The Operational Plan shall document, as applicable:

a.) for the subject system:
- i. a description of the system including all treatment processes and distribution system components
- ii. the name of the Owner and the Operating Authority
- iii. a process flow chart
- iv. a description of the raw water source including:
  - i. general characteristics of the raw water supply
  - ii. common event-driven fluctuations and
  - iii. any resulting operational challenges and threats
- v. a description of any critical upstream or downstream processes relied upon to ensure the provision of safe drinking water

b.) if the subject system is an operational subsystem, a summary description of the municipal residential drinking-water system it is a part of.

c.) If the subject system is connected to one or more other drinking-water systems owned by different owners, a summary of those systems which:
- i. indicates whether the subject system obtains water from or supplies water to those systems, and
- ii. names the Owner and Operating Authority of those systems.

DO – The Operating Authority shall ensure that the description of the drinking-water system is kept current.

Associated Documents to Review

- DWQMS Operational Plan
  - Does the plan contain a description - yes
  - Does the plan contain the names of owner/operators - yes

• Does it discuss challenges - yes • Does it discuss upstream/downstream processes. - yes • Does it discuss other owners systems? – n/a • Is it current? - yes • Water Distribution Map - yes • MOE Inspection contains descriptions - yes
Potential Interviews
QMS Representative Construction and Maintenance Supervisor Construction and Maintenance Staff Top Management
Questions to Ask
• Is the description up to date? • Can I see most recent MOE Inspection Report?

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 5, 2021
Scope:	Element 7 - Risk Assessment
People Interviewed:	Travis Rob, Craig Miller, Paul LeMesurier, Greg Wiedenhoeft, Jay Bruyere, Bryan Patterson, Erik Gustafson, Joel Nicolay

Element: 7. Risk Assessment	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	

PLAN – The Operational Plan shall document a risk assessment process that:

a.) identifies potential hazardous events and associated hazards
b.) assesses the risks associated with the occurrence of hazardous events,
c.) ranks the hazardous events according to the associated risk,
d.) identifies control measures to address potential hazards and hazardous events,
e.) identifies critical control points,
identifies a method to verify at least once a year, the currency of the information and the validity of the assumptions used in the risk assessment,
f.) ensures that a risk assessment is conducted at least once every thirty-six months, and
g.) considers the reliability and redundancy of equipment.

DO – The Operating authority shall perform a risk assessment consistent with the documented process.

Associated Documents to Review

- DWQMS Operational Plan
  - Critical Control Points – yes, also see element 8
- Risk Assessment Procedure
  - Emergency Response related work instructions – yes, also see element 8
- Risk Assessment Table
  - Are hazards ranked – yes, also see element 8
- Emergency Contact List
- Essential Service List

Potential Interviews

QMS Representative
Construction and Maintenance Supervisor
Construction and Maintenance Staff
Top Management

Questions to Ask

- When was the last risk assessment completed?
- What are the critical control points?
- Can I see (documents)?
- When was the last emergency?

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 5, 2021
Scope:	Element 8 - Risk Assessment Outcomes
People Interviewed:	Travis Rob, Craig Miller, Paul LeMesurier, Greg Wiedenhoeft, Jay Bruyere, Bryan Patterson, Erik Gustafson, Joel Nicolay

Element: 8. Risk Assessment Outcomes	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		Yes	

PLAN – The Operational Plan shall document:

a.) the identified potential hazardous events and associated hazards
b.) the assessed risks associated with the occurrence of hazardous events,
c.) the ranked hazardous events,
d.) the identified control measures to address the potential hazards and hazardous events,
e.) the identified critical control points and their respective critical control limits,
f.) procedures and/or processes to monitor the critical control limits,
g.) procedures to respond to deviations from the critical control limits, and
h.) procedures for reporting and recording deviations from the critical control limits.

DO – The Operating Authority shall implement and conform to the procedures.

Associated Documents to Review

- DWQMS Operational Plan
  - Critical Control Points – yes
- Risk Assessment Procedure
  - Emergency Response related work instructions – yes
- Risk Assessment Table
  - Are hazards ranked – yes
- Emergency Contact List
- Essential Service List
- Are there procedures and/or processes to monitor the critical control limits – yes
- Are there procedures in place to respond to the critical control limits – yes
- Are there procedures in place for reporting and recording deviations from the critical control points – not directly in element

Potential Interviews

QMS Representative
Construction and Maintenance Supervisor
Construction and Maintenance Staff
Top Management

Questions to Ask

- What are the critical control points?
- Can I see (documents)?
- When was the last emergency?

Internal Audit Checklist

Auditor: Cody Vangel

Audit Date: July 6, 2021

Scope: Element 9 - Organizational Structure, Roles, Responsibilities and Authorities

People Interviewed: QMS Team

Element: 9. Organizational Structure, Roles, Responsibilities and Authorities	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements	OFI – OFEC appointment is under By-law 53/16, instead of 21/94 OFI – Emergency plan is located under "N" drive, not the "G" drive ("G" does not exist). The current plan under the "N" drive is outdated and needs to be updated. This is referenced in Secretary/Receptionist section. OFI – the Operations and Maintenance manual in the WTP Control Room should be updated to indicate the new ORO. Existing manual shows the interim ORO from early 2021. OFI – this element indicates that the CAO and Operations & Facilities Manager are both top management. Is this appropriate or should this only indicate one?	Yes - OFI	

PLAN – the Operational Plan shall:

a.) describe the organisational structure of the Operating Authority including respective roles, responsibilities and authorities,
b.) delineate corporate oversight roles, responsibilities and authorities in the case where the Operating Authority operates multiple subject systems,
c.) identify person, persons or group of people within the management structure of the organisation responsible for undertaking Management Review,
d.) identify the person, persons or group of people having Top Management Responsibilities required by this Standard, along with their responsibilities, and
e.) identify the Owner of the subject system.

DO – The Operating Authority shall keep current the description of the organisational structure including respective roles responsibilities and authorities, and shall communicate this information to Operating Authority personnel and the Owner.

Associated Documents to Review

- DWQMS Operational Plan
  - Review the structure, roles, responsibilities and authorities - yes
  - Is top management identified? - yes
  - Is the owner identified? - yes
  - Is it current? - yes

Potential Interviews

QMS Representative
Construction and Maintenance Supervisor
Construction and Maintenance Staff
Top Management

Questions to Ask
• Talk to people listed and ask if they know their roles/responsibilities • How are roles and responsibilities communicated?

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 6, 2021
Scope:	Element 10 - Competencies
People Interviewed:	Travis Rob, Craig Miller, Greg Wiedenhoeft

Element: 10 Competencies	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	

PLAN – The Operational Plan shall document:

a.) competencies required for personnel performing duties affecting drinking water quality.
b.) activities to develop and maintain competencies for personnel performing duties directly affecting drinking water quality, and
c.) activities to ensure that personnel are aware of the relevance of their duties and how they affect safe drinking water.

DO – the Operating Authority shall undertake activities to:

a.) meet and maintain competencies for personnel directly affecting drinking-water quality and shall maintain records of these activities, and
d.) ensure that personnel are aware of the relevance of their duties and how they affect safe drinking water, and shall maintain records of these activities.

Associated Documents to Review

- DWQMS Operational Plan
  - Does it refer to competencies? - yes
- Competencies Procedure- yes
- Training Matrix
- Training Manuals (A Level Water Training, B Level Water Training)
- Training Records
- DWQMS Awareness (handouts, minutes)
- Emergency response meetings

Potential Interviews

QMS Representative
Construction and Maintenance Supervisor
Supervisor – Training and Support
Construction and Maintenance Staff
Top Management
Manager of Operations

Questions to Ask

- Ask to see training matrix, manuals, records
- Ask staff if they know their responsibilities as they relate to safe drinking water

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 6, 2021
Scope:	Element 11 - Personnel Coverage
People Interviewed:	Craig Miller, Greg Wiedenhoeft

Element: 11 Personnel Coverage	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements	OFI – It is understood that the MECP has a new procedure for watermain disinfections. It may be beneficial to write how personnel coverage may be affected and how staffing may be rearranged.	yes	
PLAN – The Operational Plan shall document a procedure to ensure that sufficient personnel meeting the identified competencies are available for duties that directly affect drinking water quality, DO – The Operating Authority shall implement and conform to the procedure.			
Associated Documents to Review			

• DWQMS Operational Plan
  • Does it discuss coverage? - yes
• Personnel Coverage SOP
  • Does it discuss coverage? – did not locate
• Call Schedule
• Collective Agreements			

Potential Interviews			
QMS Representative Construction and Maintenance Supervisor Manager Operations			
Questions to Ask			
• How is the call schedule communicated? • How are changes to the schedule communicated?			

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 7, 2021
Scope:	Element 12 - Communications
People Interviewed:	Craig Miller, Travis Rob, Lori Pattison

Element: 12 Communications	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	

PLAN – The Operational Plan shall document a procedure for communications that describes how the relevant aspects of the Quality Management System are communicated between Top Management and:

a.) the Owner,
b.) Operating Authority personnel,
c.) Suppliers, and
d.) The public.

DO – The Operating Authority shall implement and conform to the procedure.

Associated Documents to Review

- DWQMS Operational Plan
  - Does it discuss communications? - yes
- Communications SOP
  - Does it discuss coverage? – did not locate
- Meeting Minutes
- Communications with suppliers - yes

Potential Interviews

QMS Representative
Construction and Maintenance Supervisor
Manager Operations
Construction and Maintenance Staff
Top Management

Questions to Ask

- How is the policy communicated
- How do you communicate with the owner
- How do you communicate with Operating Authority Personnel

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 7, 2021
Scope:	Element 13 - Essential Supplies and Services
People Interviewed:	Craig Miller, Greg Wiedenhoeft

Element: 13 Essential Supplies and Services	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	

PLAN – The Operational Plan shall:

a.) identify all supplies and services essential for the delivery of safe drinking water and shall state, for each supply or service, the means to ensure its procurement, and

b.) include a procedure by which the Operating Authority ensures the quality of the essential supplies and services, in as much as they may affect the drinking water quality.

DO – The Operating Authority shall implement and conform to the procedure.

Associated Documents to Review

- DWQMS Operational Plan
  - Does it discuss essential supplies and services? - yes
- Essential Supplies and Services Procedure
  - Does it discuss coverage? – generally indicates who two suppliers are for each product
- Communications Procedure
- Laboratory agreement ALS laboratory
- Purchasing Guide – documentation at WTP control room indicates purchasing schedules

Potential Interviews

QMS Representative
Construction and Maintenance Supervisor
Top Management
Tool Crib Person
Senior Stock Keeper

Questions to Ask

- How are QMS requirements communicated
- How do you know that the supplies you order are what you receive
- What do you do if you don't get what you order

Internal Audit Checklist

Auditor: Cody Vangel

Audit Date: July 7, 2021

Scope: Element 14 - Review and Provision of Infrastructure

People Interviewed: Travis Rob, Craig Miller

Element: 14 Review and Provision of Infrastructure	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	

PLAN – The Operational Plan shall document a procedure for the annual review of the adequacy of the infrastructure necessary to operate and maintain the subject system.

DO – The Operating Authority shall implement and conform to the procedure and communicate the findings of the review to the owner.

Associated Documents to Review

- DWQMS Operational Plan
  - Does it discuss infrastructure - yes
- Review and Provision of Infrastructure Procedure
  - Any documents outlined
- 10 year Major Infrastructure Works Schedule – up to 2026 included in plan
- Work Management System/Infrastructure Management System for break history
- Equipment manuals

Potential Interviews

QMS Representative
Manager Operations
Asset Planning Manager
Top Management
Construction and Maintenance Supervisors

Questions to Ask

- How are infrastructure needs communicated to the Owner
- What maintenance information is tracked
- What are maintenance activities

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 7, 2021
Scope:	Element 15 - Infrastructure Maintenance, Rehabilitation and Renewal
People Interviewed:	Travis Rob, Craig Miller

Element: 15 Infrastructure Maintenance, Rehabilitation and Renewal	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	
PLAN – The Operational Plan shall document a summary of the Operating Authority's infrastructure maintenance, rehabilitation and renewal programs for the subject system. DO –The Operating Authority shall: a.) keep the summary current, b.) communicate the programs to the Owner, and monitor the effectiveness of the maintenance program			
Associated Documents to Review			

• DWQMS Operational Plan
  • Does it discuss infrastructure – yes
• Review and Provision of Infrastructure Procedure
  • Any documents outlined
• Work Management System/Infrastructure Management System for break history
• Equipment manuals			

Potential Interviews			
QMS Representative Manager Operations Top Management Construction and Maintenance Supervisors			
Questions to Ask			
• What maintenance information is tracked • What are maintenance activities • How is this communicated to the owner?			

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 8, 2021
Scope:	Element 16 - Sampling, Testing and Monitoring
People Interviewed:	Greg Wiedenhoeft, Paul Lemesurier, Jay Bruyere

Element: 16 Sampling, Testing and Monitoring	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	

PLAN – The Operational Plan shall document:

a.) a sampling, testing and monitoring procedure for process control and finished drinking water quality including the requirements for sampling, testing and monitoring at the conditions most challenging to the subject system
b.) a description of any relevant sampling, testing or monitoring activities that take place upstream of the subject system, and
c.) a procedure that describes how sampling, testing and monitoring results are recorded and shared between the Operating Authority and the Owner, where applicable.

DO – The Operating Authority shall implement and conform to the procedures.

Associated Documents to Review

- DWQMS Operational Plan
  - Does it discuss sampling, testing and monitoring – yes
- Sampling, Testing and Monitoring Procedure
  - Any work instructions/forms outlined
- Laboratory Agreement

Potential Interviews

QMS Representative
Manager Operations
Construction and Maintenance Supervisors
Construction and Maintenance staff

Questions to Ask

- What procedure do you use to take a chlorine residual?
- What procedure do you use to take a bacteriological sample?
- How do you make sure weekly chlorine residuals are taken?
- How do you make sure a sufficient number of samples are taken
- What do you do if you have an adverse sample?
- How do you check the samples
- How do you obtain a new sample location
- What do you do after a watermain break?

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 8, 2021
Scope:	Element 17 - Measurement and Recording Equipment, Calibration and Maintenance
People Interviewed:	Greg Wiedenhoeft, Paul Lemesurier, Jay Bruyere

Element: 17 Measurement and Recording Equipment, Calibration and Maintenance	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	
PLAN – The Operational Plan shall document a procedure for the calibration and maintenance of measurement and recording equipment. DO – The Operating Authority shall implement and conform to the procedure.			
Associated Documents to Review			

• DWQMS Operational Plan
  • Does it discuss measurement and recording equipment, calibration and maintenance – yes
• Calibration & maintenance of measurement and recording equipment procedure
  • Any work instructions/forms outlined
  • Review filled out records – yes			

Potential Interviews			
QMS Representative Manager Operations Construction and Maintenance Supervisors Construction and Maintenance staff Tool Crib Person			
Questions to Ask			
• Show me how you check chlorine meters/pH meters/ pressure gauges? • What do you do if the pressure gauge is out of spec? • What do you do if the chlorine meter is out of spec • How often are chlorine meters verified • Can I see the equipment manual/log sheets			

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 8, 2021
Scope:	Element 18 - Emergency Management
People Interviewed:	QMS Team

Element: 18 Emergency Management	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements	OFI – Section 18.2(2) refers to one or more water treatment plant operators being sick and further refers to SOP #2. SOP #2 was found to reference Pandemic Response rather than sick workers. This should be addressed with a revised SOP and the addition of a pandemic emergency situation section.	Yes - OFI	

PLAN – The Operational Plan shall document a procedure to maintain a state of emergency preparedness that includes:

a.) a list of potential emergency situations or service interruptions,
b.) processes for emergency response and recovery,
c.) emergency response training and testing requirements,
d.) Owner and Operating Authority responsibilities during emergency situations,
e.) References to municipal emergency planning measures as appropriate, and
f.) An emergency communication protocol and an up-to-date list of emergency contacts.

DO – The Operating Authority shall implement and conform to the procedure.

Associated Documents to Review

- DWQMS Operational Plan
  - Does it discuss emergency management – yes
- Emergency management procedure
  - Any work instructions related – yes
- Emergency contact list – yes
- Records of Emergency response training and testing
- List of potential emergency situations or service interruptions – yes, SOP 1-6
- Risk assessment document
- Emergency Response Manual – yes

Potential Interviews

QMS Representative
Manager Operations
Construction and Maintenance Supervisors
Construction and Maintenance staff
Top Management

Utilities Program Assistant
Questions to Ask
• When was the last training for emergency response • How are emergencies tested • Where is the emergency response manual • What are considered to be water related emergencies • Who maintains emergency contact list • When did you last test the XXX procedure • Who is responsible to maintain the Emergency Procedure Manual • How do you update the Key Customer list How are key customers contacted

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 8, 2021
Scope:	Element 19 - Internal Audits
People Interviewed:	Travis Rob, Craig Miller

Element: 19 Internal Audits	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	

PLAN – The Operational Plan shall document a procedure for internal audits that:

a.) evaluates the conformity of the QMS with the requirements of this Standard,
b.) identifies internal audit criteria, frequency, scope, methodology and record-keeping requirements,
c.) considers previous internal and external audit results, and
d.) describes how the Quality Management System corrective actions are identified and initiated.

DO – The Operating Authority shall implement and conform to the procedure and shall ensure that internal audits are conducted at least once every twelve months.

Associated Documents to Review

- DWQMS Operational Plan
  - Does the plan refer to internal Audits – yes
- Internal Audit Procedure– yes
- Corrective Action Procedure– yes
- CARs– yes
- Internal audit schedule– yes
- Previous Internal Audit Checklists/Reports– yes
- Previous External Audit results
- Auditor training records– yes

Potential Interviews

QMS Representative
Construction and Maintenance Supervisor
Construction and Maintenance Staff
Top Management

Questions to Ask

- Was the Internal Audit report prepared within 7 days of the internal audit
- Show me how the CARs have been addressed

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 8, 2021
Scope:	Element 20 - Management Review
People Interviewed:	Travis Rob, Craig Miller

Element: 20 Management Review	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	

PLAN – The Operational Plan shall document a procedure for management review that evaluates the continuing suitability, adequacy and effectiveness of the Quality Management System and that includes consideration of:

a.) incidents of regulatory non-compliance,
b.) incidents of adverse drinking-water tests,
c.) deviations form critical control point limits and response actions,
d.) the efficacy of the risk assessment process,
e.) internal and third party audit results,
f.) results of emergency response testing,
g.) operational performance,
h.) raw water supply and drinking water quality trends,
i.) follow-up action items from previous management reviews,
j.) the status of management action items identified between reviews,
k.) changes that could affect the Quality Management System,
l.) consumer feedback,
m.) the resources needed to maintain the Quality Management System,
n.) the results of infrastructure review,
o.) Operational Plan currency, content and updates, and
p.) Staff suggestions

Do - Top Management shall implement and conform to the procedure and shall:

a.) ensure that a management review is conducted at least once every twelve months,
b.) consider the results of the management review and identify deficiencies and action items to address the deficiencies,
c.) provide a record of any decisions and action items related to the management review
d.) including personnel responsible for delivering the action actions and the proposed timelines for their implementation, and
e.) report the results of management review, the identified deficiencies, decisions and action items to the Owner.

Associated Documents to Review

- DWQMS Operational Plan
  - Does the plan refer to management review– yes
- Management Review Procedure– yes

• Management Review Meeting Minutes • Any action plans • Council minutes
Potential Interviews
QMS Representative Top Management
Questions to Ask
• When was the Management Review completed • Do you have a record or minutes • Was a summary provided to you • How were the results of the review communicated to the Owner

Internal Audit Checklist

Auditor:	Cody Vangel
Audit Date:	July 8, 2021
Scope:	Element 21 - Continual Improvement
People Interviewed:	QMS Team

Element: 21 Continual Improvement	Notes/Findings	Degree of Conformance	
		Conforms	Non-conforming
DWQMS Requirements		yes	
DO – The Operating Authority shall continual strive to improve the effectiveness of its Quality Management System through the use of corrective actions.			
Associated Documents to Review			
• DWQMS Operational Plan • Does the plan refer to continual improvement – yes • Continual Improvement Procedure			
Potential Interviews			
QMS Representative Top Management			
Questions to Ask			

Audit Report

S2 Surveillance Audit for

The Corporation of the Town of Fort Frances

1631580-02

Audited Address: 320 Portage Avenue, Fort Frances, Ontario, CAN, P9A 2P9

Start Date: Nov 16, 2020 End Date: Nov 16, 2020

Type of audit - Surveillance System Audit

Issue Date: June 3, 2020
Revision Level: *Rev 13*

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Audit Report

BACKGROUND INFORMATION

SAI Global conducted an audit of The Corporation of the Town of Fort Frances beginning on Nov 16, 2020 and ending on Nov 16, 2020 to DRINKING WATER QUALITY MANAGEMENT STANDARD VERSION 2 - 2017.

The purpose of this audit report is to summarise the degree of compliance with relevant criteria, as defined on the cover page of this report, based on the evidence obtained during the audit of your organization. This audit report considers your organization's policies, objectives, and continual improvement processes. Comments may include how suitable the objectives selected by your organization appear to be in regard to maintaining customer satisfaction levels and providing other benefits with respect to policy and other external and internal needs. We may also comment regarding the measurable progress you have made in reaching these targets for improvement.

SAI Global audits are carried out within the requirements of SAI Global procedures that also reflect the requirements and guidance provided in the international standards relating to audit practice such as ISO/IEC 17021-1, ISO 19011 and other normative criteria. SAI Global Auditors are assigned to audits according to industry, standard or technical competencies appropriate to the organization being audited. Details of such experience and competency are maintained in our records.

In addition to the information contained in this audit report, SAI Global maintains files for each client. These files contain details of organization size and personnel as well as evidence collected during preliminary and subsequent audit activities (Documentation Review and Scope) relevant to the application for initial and continuing certification of your organization.

Please take care to advise us of any change that may affect the application/certification or may assist us to keep your contact information up to date, as required by SAI Global Terms and Conditions.

This report has been prepared by SAI Global Limited (SAI Global) in respect of a Client's application for assessment by SAI Global. The purpose of the report is to comment upon evidence of the Client's compliance with the standards or other criteria specified. The content of this report applies only to matters, which were evident to SAI Global at the time of the audit, based on sampling of evidence provided and within the audit scope. SAI Global does not warrant or otherwise comment upon the suitability of the contents of the report or the certificate for any particular purpose or use. SAI Global accepts no liability whatsoever for consequences to, or actions taken by, third parties as a result of or in reliance upon information contained in this report or certificate.

Please note that this report is subject to independent review and approval. Should changes to the outcomes of this report be necessary as a result of the review, a revised report will be issued and will supersede this report.

Standard:	DRINKING WATER QUALITY MANAGEMENT STANDARD VERSION 2 - 2017
Scope of Certification:	Drinking Water
Drinking Water System Owner:	Town of Fort Frances
Operating Authority:	Town of Fort Frances
Population Services:	8,230
Activities:	Treatment and distribution
Drinking Water Systems	Fort Frances drinking water system
Standard:	DRINKING WATER QUALITY MANAGEMENT STANDARD VERSION 2 - 2017

Total audit duration:	**Person(s):** 1	**Day(s):** 0.75
Audit Team Member(s):	Team Leader	Rod Seabrook

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Audit Report

Definitions and action required with respect to audit findings

Major Non-conformance:

Based on objective evidence, the absence of, or a significant failure to implement and/or maintain conformance to requirements of the applicable standard. Such issues may raise significant doubt as to the capability of the management system to achieve its intended outputs (i.e. the absence of or failure to implement a complete Management System clause of the standard); or

A situation which would on the basis of available objective evidence, raise significant doubt as to the capability of the Management System to achieve the stated policy and objectives of the customer.

NOTE: The "applicable Standard" is the Standard which SAI Global are issuing certification against, and may be a Product Standard, a management system Standard, a food safety Standard or another set of documented criteria.

Action required: This category of findings requires SAI Global to issue a formal NCR; to receive and approve client's proposed correction and corrective action plans; and formally verify the effective implementation of planned activities. Correction and corrective action plan should be submitted to SAI Global prior to commencement of follow-up activities as required. Follow-up action by SAI Global must 'close out' the NCR or reduce it to a lesser category within 90 days for initial certification and within 60 days for surveillance or re-certification audits, from the last day of the audit.

If significant risk issues (e.g. safety, environmental, food safety, product legality/quality, etc.) are detected during an audit these shall be reported immediately to the Client and more immediate or instant correction shall be requested. If this is not agreed and cannot be resolved to the satisfaction of SAI Global, immediate suspension shall be recommended.

In the case of initial certification, failure to close out NCR within the time limits means that the Certification Audit may be repeated.

If significant risk issues (e.g. safety, environmental, food safety, product legality/quality, etc.) are detected during an audit these shall be reported immediately to the Client and more immediate or instant correction shall be requested. If this is not agreed and cannot be resolved to the satisfaction of SAI Global, immediate suspension shall be recommended.

In the case of an already certified client, failure to close out NCR within the time limits means that suspension proceedings may be instituted by SAI Global.

Follow-up activities incur additional charges.

Minor Non-conformance:

Represents either a management system weakness or minor issue that could lead to a major nonconformance if not addressed. Each minor NC should be considered for potential improvement and to further investigate any system weaknesses for possible inclusion in the corrective action program

Action required: This category of findings requires SAI Global to issue a formal NCR; to receive and approve client's proposed correction and corrective action plans; and formally verify the effective implementation of planned activities at the next scheduled audit.

Opportunity for Improvement:

A documented statement, which may identify areas for improvement however shall not make specific recommendation(s).

Action required: Client may develop and implement solutions in order to add value to operations and management systems. SAI Global is not required to follow-up on this category of audit finding.

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Audit Type and Purpose

Surveillance Audit:

A systems desktop audit in accordance with the systems audit procedure as it applies to Full Scope accreditation. The audit also included consideration of the results of the most recent audit undertaken in accordance with this Accreditation Protocol and any of the following that have occurred subsequent to that audit including but limited to;

(a) the results of any audits undertaken in accordance with element 19 of the DWQMS V2;

(b) historical responses taken to address corrective action requests made by an Accreditation Body;

(c) the results of any management reviews undertaken in accordance with element 20 of the DWQMS V2; and,

(d) any changes to the documentation and implementation of the QMS.

Audit Objectives

The objective of the audit was to determine whether the drinking water Quality Management System (QMS) of the subject system conforms to the requirements of the Ontario Ministry of the Environment & Climate Change (MOECC) Drinking Water Quality Management Standard (DWQMS V2). The audit was also intended to gather the information necessary for SAI Global to assess whether accreditation can continue or be offered or to the operating authority.

Audit Scope

The facilities and processes associated with the operating authority's QMS were objectively evaluated to obtain audit evidence and to determine a) whether the quality management activities and related results conform with DWQMS V2 requirements, and b) if they have been effectively implemented and/or maintained.

Audit Criteria:

- The Drinking Water Quality Management Standard Version 2
- Current QMS manuals, procedures and records implemented by the Operating Authority
- SAI Global Accreditation Program Handbook

Confidentiality and Documentation Requirements

SAI Global stores their records and reports to ensure their preservation and confidentiality. Unless required by law, SAI Global will not disclose audit records to a third party without prior written consent of the applicant. The only exception will be that SAI Global will provide audit and corrective action reports to the Ontario Ministry of the Environment. For more information, please refer to the SAI Global Accreditation Program Handbook.

As part of SAI Global Terms, it is necessary for you to notify SAI Global of any changes to your Quality Management System that you believe are significant enough to risk non-conformity with DWQMS V2: For more information, please refer to the SAI Global Accreditation Program Handbook.

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EXECUTIVE OVERVIEW

Based on the results of this surveillance system audit the management system remains effectively implemented and meets the requirements of the standard relative to the scope of certification; therefore, a recommendation for continued certification will be submitted.

Opportunities for Improvement:

None.

Management System Documentation

The management systems operational plan(s) was reviewed and found to be in conformance with the requirements of the standard.

Management Review

Records of the most recent management review meetings were verified and found to meet the requirements of the standard. All inputs were reflected in the records, and appear suitably managed as reflected by resulting actions and decisions.

.

Internal Audits

Internal audits are being conducted at planned intervals to ensure conformance to planned arrangements, the requirements of the standard and the established management system.

Corrective, Preventive Action & Continual Improvement Processes

The Operating Authority is implementing an effective process for the continual improvement of the management system through the use of the quality policy, quality objectives, audit results, data analysis, the appropriate management of corrective and preventive actions and management review.

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Summary of Findings

1. Quality Management System	Conforms
2. Quality Management System Policy	Conforms
3. Commitment and Endorsement	Conforms
4. Quality Management System Representative	Conforms
5. Document and Records Control	Conforms
6. Drinking-Water System	Conforms
7. Risk Assessment	Conforms
8. Risk Assessment Outcomes	Conforms
9. Organizational Structure, Roles, Responsibilities and Authorities	Conforms
10. Competencies	Conforms
11. Personnel Coverage	Conforms
12. Communications	Conforms
13. Essential Supplies and Services	Conforms
14. Review and Provision of Infrastructure	Conforms
15. Infrastructure Maintenance, Rehabilitation & Renewal	Conforms
16. Sampling, Testing and Monitoring	Conforms
17. Measurement & Recording Equipment Calibration and Maintenance	Conforms
18. Emergency Management	Conforms
19. Internal Audits	********
20. Management Review	Conforms
21. Continual Improvement	Conforms

Major NCR #	Major non-conformity. The auditor has determined one of the following: (a) a required element of the DWQMS has not been incorporated into a QMS; (b) a systemic problem with a QMS is evidenced by two or more minor non-conformities; or (c) a minor non-conformity identified with a corrective action request has not been remedied.
Minor NCR #	Minor non-conformity. In the opinion of the auditor, part of a required element of the DWQMS has not been incorporated satisfactorily into a QMS.
OFI	Opportunity for improvement. Conforms to requirement, but there is an opportunity for improvement.
Conforms	Conforms to requirement.
NANC	Not applicable/Not Covered during this audit.
********	Additional comment added by auditor in the body of the report.

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PART D. Audit Observations, Findings and Comments

DWQMS Reference:	1 Quality Management System
Client Reference:	Operational Plan Rev 13
Details: *The Operational Plan documents a Quality Management System that meets the requirements of DWQMS V2.0 and the QMS is being maintained*	

DWQMS Reference:	2 Quality Management System Policy
Client Reference:	Operational Plan Section 2 Rev 9
Details: *Documented policy contains the three commitments required by the Standard*	

DWQMS Reference:	3 Commitment and Endorsement
Client Reference:	Operational Plan Section 3 Rev 5
Details: ***Commitment and endorsement signed by Owner/OA Nov 2019***	

DWQMS Reference:	4 Quality Management System Representative
Client Reference:	Operational Plan Section 4 Rev 5
Details: *QMS rep, QMS alternate rep and QMS team established with documented responsibilities assigned to each*	

DWQMS Reference:	5 Document and Record Control
Client Reference:	Operational Plan Section 5 Rev 10
Details: *Procedure covers creation, approval, storage, protection, revisions, removal from use and retention for documents and records; management of external documents; Document and Record Master Control Table current Apr 12, 2019*	

DWQMS Reference:	6 Drinking Water System
Client Reference:	Operational Plan Section 6 Rev 10; App I Rev 9; Schedule C
Details: *Source Upper Rainy River; raw water characteristics listed; Owner and Operating Authority Town of Fort Frances; Class III water treatment, Class II distribution system; four subsystems and five additional connections to the system listed; processes described; distribution system includes elevated storage tank; threats and fluctuations discussed; process flow diagram current Jun 03, 2016; maps of distribution system*	

DWQMS Reference	7 Risk Assessment
Client Reference:	Operational Plan Section 7 Rev 6
Details: *Procedure includes consideration of potential hazards/hazardous events, including those identified by MECP, process under consideration listed; risk assessment rating (likelihood, severity, detectability); threshold value of 8 for critical control points; risk assessment conducted every 36 month and reviewed annually*	

DWQMS Reference:	8 Risk Assessment Outcomes
Client Reference:	Operational Plan Section 8 Rev 10
Details: *Risk assessment outcomes current Apr 12, 2019; assessment includes consideration of MECP potential hazardous events; three CCPs identified; critical control limits established as appropriate; controls developed (EPR or SOP); management review minutes state last review held Mar/Apr 2020 – no changes*	

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Audit Report

DWQMS Reference:	9 Organizational Structure, Roles, Responsibility and Authorities
Client Reference:	Operational Plan Section 9 Rev 5
Details: *Org chart dated Apr 12, 2019; responsibilities and authorities described for all positions*	

DWQMS Reference:	10 Competencies
Client Reference:	Operational Plan Section 10, Rev 5
Details: *Competencies and qualifications described for positions directly affecting drinking water; processes listed for ensuring competencies*	

DWQMS Reference:	11 Personnel Coverage
Client Reference:	Operational Plan Section 11, Rev 6
Details: *Water Treatment Plant normally staffed with three employees (Overall Responsible Operator (ORO). One is the Operator-In-Charge (OIC) and a water distribution system employee (fully qualified or OIT); treatment plant manned 7:30 a.m. – 4:00 p.m. Monday to Friday; rotating on-call schedule established; designated and interim OROs; plant alarmed; agreement with OCWA to provide assistance as required*	

DWQMS Reference:	12 Communications
Client Reference:	Operational Plan Section 12 Rev 4
Details: *Processes described for communications with the Owner, staff, suppliers and the public; Operational Plan available on Town website https://www.fortfrances.ca/town/operations-facilities/water-sewer*	

DWQMS Reference:	13 Essential Supplies and Services
Client Reference:	Operational Plan Section 13, Rev 10
Details: *Chemical suppliers meet ANSI/ANAB standards; labs must be accredited; licensing, accreditation and specifications in purchasing contracts; list of essential supplies and services current Apr 12, 2019*	

DWQMS Reference:	14 Review and Provision of Infrastructure
Client Reference:	Operational Plan Section 14 Rev 5
Details: *Annually Environmental & Facilities Superintendent meets with operations staff; inputs to review described including risk assessment outcomes; meeting minutes prepared and distributed; 5 year cost projections prepared and reviewed by management; budget presented and reviewed by owner; budget endorsed by owner subject to review outcome*	

DWQMS Reference:	15 Infrastructure Maintenance, Rehabilitation and Renewal
Client Reference:	Operational Plan Section 15 Rev 9; App C Rev 9; App H Rev 9
Details: *Maintenance schedules prepared and implemented for water treatment plant and distribution system; records of planned and unplanned maintenance maintained; 5 year capital projection for rehabilitation, renewal and routine maintenance activities;* ***five year capital forecast (2017 - 2021) in the Operational Plan is not current***	

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Audit Report

DWQMS Reference:	16 Sampling, Testing and Monitoring
Client Reference:	Operational Plan Section 16 Rev 10
Details: *Sampling program as per O. Reg. 170/03 and drinking water licence for treatment and distribution; sampling plan prepared dated Apr 12, 2019; accredited laboratory used for analysis; SCADA continuous online sampling; daily in-house testing by operators; monthly and annual reports prepared and submitted*	

DWQMS Reference:	17 Measurement and Recording Equipment Calibration and Maintenance
Client Reference:	Operational Plan Section 17 Rev 5
Details: *Annual calibrations of meters and analyzers conducted by qualified outside contractor; continuous water quality analyzers also calibrated by qualified in-house staff; records retained*	

DWQMS Reference:	18 Emergency Management
Client Reference:	Operational Plan Section 17 Rev 10
Details: *Six potential emergency situations/services interruptions identified; emergency response procedures prepared (previously audited); link to municipal emergency response described; annual training and testing conducted; emergency contact list in emergency response binder (not viewed)*	

DWQMS Reference:	19 Internal Audits
Client Reference:	Operational Plan Section 19 Rev 4
Details: *Internal audits conducted by qualified internal or external auditors; all elements audited at least every 12 months; audit checklist prepare/utilized; report prepared; results communicated; CARs prepared/addressed and records maintained* *Internal audit conducted Jun/Jul 2020; qualified internal auditor utilized; Version 2.0 of Standard audited; checklist and audit report completed; summary of observations and table of findings* ***NOTE; several comments appear to be opportunities for improvement that were not captured in the summary table of findings***	

DWQMS Reference:	20 Management Review
Client Reference:	Operational Plan Section 20 Rev 5
Details: *Top management review QMS once per 12 months; required participants listed; mandatory inputs required by Standard listed; review process and outputs described; records retained* *Management review conducted Aug 27, 2020 covering period Jun 1, 2019 to May 31, 2020; all required topics covered; minutes recorded; summary report to mayor and council prepared; five action items identified for review by Owner*	

DWQMS Reference:	21 Continual Improvement
Client Reference:	Operational Plan Section 21 Rev 4
Details: *Key processes identifying non-conformances and opportunities for improvement and assessing root cause and developing corrective and preventive actions prepared; BMPs reviewed annually during management review; CAR log current*	

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Details regarding the personnel interviewed and objective evidence reviewed are maintained on file at SAI Global.

This report was prepared by:

Rod Seabrook
SAI Global Management Systems Auditor

The audit report is distributed as follows:

- SAI Global
- Operating Authority
- Owner
- MOECC

Notes

Copies of this report distributed outside the organization must include all pages.

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CERTIFICATE OF ACCREDITATION

This is to certify that the following operating authority:

The Corporation of the Town of Fort Frances

320 Portage Avenue**,** Fort Frances, Ontario P9A 2P9 Canada

Refer to Attachment to Certificate of Accreditation dated November 19, 2020 for additional drinking water systems

operates a

Quality Management System

which conforms with the requirements of

DRINKING WATER QUALITY MANAGEMENT STANDARD VERSION 2 - 2017

for the following scope of accreditation

Full Scope - Entire DWQMS

Certificate No.:	CERT-0132926	Original Certification Date:	December 7, 2012
File No.:	1631580	Certification Effective Date:	November 16, 2020
Issue Date:	November 19, 2020	Certification Expiry Date:	February 17, 2022

Heather Mahon
Global Head of Technical Services
SAI Global Assurance

DWQMS 2017

Accredited by:
QMI-SAI Canada Limited (SAI Global), 20 Carlson Court, Suite 200, Toronto, Ontario M9W 7K6 Canada**.** This registration is subject to the **SAI Global** Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, **SAI Global** accepts responsibility only for proven negligence. This certificate remains the property of **SAI Global** and must be returned to them upon request.
To verify that this certificate is current, please refer to the **SAI Global** On-Line Certification Register:
https://www.saiglobal.com/en-us/assurance/auditing_and_certification/certification_registry/

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ATTACHMENT TO
CERTIFICATE OF ACCREDITATION

These sites are accredited under Certificate No: CERT-0132926 issued on November 19, 2020

File No.		Effective Date
1631580	**The Corporation of the Town of Fort Frances** 320 Portage Avenue, Fort Frances, Ontario P9A 2P9 Canada	November 16, 2020

Drinking Water Systems

	Site No.	Site Name
Yes	1633091	Fort Frances Drinking Water System

These accreditations are dependent on The Corporation of the Town of Fort Frances (File No. 1631580) maintaining their scope of registration to DRINKING WATER QUALITY MANAGEMENT STANDARD VERSION 2 - 2017

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The Town of Fort Frances Water System
General QMS Administration

PROCEDURE TITLE: Document Change Request Form | REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A" | QMS REPRESENTATIVE:

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team **Date:** June 18, 2021

Department: O. & F. Division

Type of Change:

X Edit Existing Document ☐ Create New Document ☐ Delete Document

Changes Requested:

1. Update page 19 and 23 correcting and changing "Northeast" to "Southeast".

Justification for Changes:

The previous revision incorrectly indicated that the intake structure was Northeast of the WTP.

Proposed Changes:

As above.

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2021 DCR #1 – Applicable to Element #6 page 19 and 23.

The Town of Fort Frances Water System
General QMS Administration

PROCEDURE TITLE: Document Change Request Form | REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A" | QMS REPRESENTATIVE:

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team **Date:** June 18, 2021

Department: O. & F. Division

Type of Change:

X Edit Existing Document ☐ Create New Document ☐ Delete Document

Changes Requested:

1. Update coverage description and alarm notifications.

Justification for Changes:

To properly describe the current operation and to add the additional contact of the PW on-call staff as a back up contact.

Proposed Changes:

Reflected current staffing at the plant and on-call personnel.

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2021 DCR #2 – Applicable to Element #11 page 51.

_____

The Town of Fort Frances Water System
General QMS Administration

PROCEDURE TITLE: Document Change Request Form | REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A" | QMS REPRESENTATIVE:

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team **Date:** June 18, 2021

Department: O. & F. Division

Type of Change:

X Edit Existing Document □ Create New Document □ Delete Document

Changes Requested:

1. Update budgeting timeline statement in 2nd last paragraph on page 59.

Justification for Changes:

Previous statement linked the review of the budget document to a specific O&F meeting. The proposed change links the review to the overall budget process.

Proposed Changes:

"…in accordance with the approved annual budget timeline."

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2021 DCR #3 – Applicable to Element #14 page 59.

_____

The Town of Fort Frances Water System
General QMS Administration

PROCEDURE TITLE: Document Change Request Form | REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A" | QMS REPRESENTATIVE:

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team **Date:** June 18, 2021

Department: O. & F. Division

Type of Change:

X Edit Existing Document □ Create New Document □ Delete Document

Changes Requested:

1. Update daily, weekly and monthly tasks.

Justification for Changes:

Update the daily, weekly and monthly tasks to reflect what is actually done.

Proposed Changes:

- Add "as needed" to hypochlorite ops at water tower (daily)
- Add monitor for harmful algae blooms (daily)
- Remove yard maintenance (weekly)
- Remove water meter repairs / installs (weekly)
- Add monitor backwash TSS and Cl2 residuals (monthly)

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2021 DCR #4 – Applicable to Appendix C

_____

The Town of Fort Frances Water System
General QMS Administration

PROCEDURE TITLE: Document Change Request Form | REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A" | QMS REPRESENTATIVE:

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team **Date:** June 18, 2021

Department: O. & F. Division

Type of Change:

X Edit Existing Document ☐ Create New Document ☐ Delete Document

Changes Requested:

1. Switch tasks vi and vii under section B

Justification for Changes:

Tasks are not listed in correct order.

Proposed Changes:

- As above

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2021 DCR #5 – Applicable to Appendix D

_____

The Town of Fort Frances Water System
General QMS Administration

PROCEDURE TITLE: Document Change Request Form | REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A" | QMS REPRESENTATIVE:

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team **Date:** June 18, 2021

Department: O. & F. Division

Type of Change:

X Edit Existing Document □ Create New Document □ Delete Document

Changes Requested:

1. Add verbiage indicating that adverse test results and subsequent notification requirements are as dictated by the MECP, SAC and MOH/NWHU.
2. Update cellular phone numbers to match current staffing.

Justification for Changes:

1. The Town is directed by provincial agencies when adverse test results occur and the notification requirements are as per other agencies, not Town procedures.
2. Retirements have resulted in staffing changes and contact info needs to be updated.

Proposed Changes:

- As above

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2021 DCR #6 – Applicable to Appendix E

The Town of Fort Frances Water System
General QMS Administration

PROCEDURE TITLE: Document Change Request Form | REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A" | QMS REPRESENTATIVE:

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team **Date:** June 18, 2021

Department: O. & F. Division

Type of Change:

X Edit Existing Document □ Create New Document □ Delete Document

Changes Requested:

1. Update capital plan to reflect current priorities.

Justification for Changes:

1. The capital plan was updated in Nov 2020.

Proposed Changes:

- Attach current capital 5 year plan.

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2021 DCR #7 – Applicable to Appendix H

September 8, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Entering into a Funding Agreement with Her Majesty the Queen in Right of Canada for funding under the Regional Air Transportation Initiative

In April of 2021 the Town applied for funding under the Regional Air Transportation Initiative for 100% of the eligible operating expenditures for the operation of the Fort Frances Municipal Airport for the period of March 31, 2020 to March 31, 2021.

On Friday August 6, 2021 it was announced that the Town of Fort Frances was successful in obtaining $225,705 in funding. Attached to this report you will find a transfer payment agreement between the Town of Fort Frances and Her Majesty the Queen in Right of Canada.

The funding is being provided to offset losses as a result of service reductions arising out of the COVID-19 pandemic specifically related to the reduction in air traffic. The Fort Frances Municipal Airport ran in 2020 at a deficit of $145,846.00 where typically our deficit averages $81,718.48. For 2021 Administration worked hard to bring forward an extremely tight budget to lesson the impacts to the Taxpayer relating to continued revenue losses from the reduction in movements. Through the spring and summer of 2021, the Fort Frances Municipal Airport has seen record breaking fuel sales due to the current forest fire situation and several search and rescue operations that took place based out of the Fort Frances Airport. This has helped our financial picture since applying for this funding.

One thing that this spring and summer has really highlighted to Administration is the critical importance of reliable fueling equipment. The Fort Frances Airport offers 100 Low Lead and Jet A fuel for sale, with 100 Low Lead being offered from our stationary ground tank and Jet A from our fuel truck as the Jet A tank is not certified to fill out of. Our Jet A truck was fabricated in 2009 using a retired 1999 recycle truck cab and chassis mated to a decommissioned military fueling tank by Eastway Tank at a cost of $85,654. To be compliant with refuling regulations the Airport Fuel truck needs to be recertified annually and starting in 2017 this has annually been a challenge. Since 2017 we have spent $26,431.54 on repairs to the truck to maintain its certification to dispense fuel, primarily cracking of the fuel tank mounting frame and tank. Given the truck's high use this year, we are anticipating needing additional repairs again this fall after inspection. Through the number of repairs we have had to do recently, we have learned that the tank was not properly installed on the truck, in 2009, with proper dampening so the continual cracking will always be an issue. We have had the truck analysed and determined the spring rate in the truck are correct for the weight and it was suggested that we run the tires lower in air pressure to lesson the jarring transferred through to the tank, which we have done. In addition to the tank issues we have had, the truck portion has also suffered several mechanical breakdowns over the years and often must be tarped and heated with a construction heater in the winter to get it to start.

Given that the funding received was for Airport operating expenditures it is fitting that the funds are used to help improve the operations at the Airport so, it is the recommendation of Administration that these funds be placed in a new Airport Reserve and that the funds be committed for the replacement of the Jet A fuel Truck at the Airport in 2022. Further, that a specification be created, and the procurement of a new fuel truck be started in the fall of 2021 with delivery to take place in 2022. At this time, it is estimated that the costs for a new 19,000L Jet A refueler truck will cost approximately $300,000.00. The Town would look to trade in their current truck to lesson the costs for the new truck. Given that this

truck does not leave the Airport property, does not drive in salt and only moves around the airfield, it is anticipated that a brand-new truck will last 40 years.

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

1. The Town of Fort Frances enter into a Contribution Agreement with Her Majesty the Queen in Right of Canada for funding under the Regional Airport Transportation Initiative
2. That a by-law be passed authorizing the Mayor and Clerk to execute the agreement on behalf of the corporation
3. That the funds received be placed into a new Airport Reserve
4. That Administration be directed to start the procurement process for a new Jet A Refueler Truck
5. That the purchase of that truck be included in the 2022 Capital Budget as a Committed Capital expenditure funded primarily from the Airport Reserve, topped up by the Corporate Vehicles and Equipment Reserve if needed.

Respectfully Submitted

Travis Rob, P.Eng

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

1. **The Town of Fort Frances enter into a Contribution Agreement with Her Majesty the Queen in Right of Canada for funding under the Regional Airport Transportation Initiative**
2. **That a by-law be passed authorizing the Mayor and Clerk to execute the agreement on behalf of the corporation**
3. **That the funds received be placed into a new Airport Reserve**
4. **That Administration be directed to start the procurement process for a new Jet A Refueler Truck**
5. **That the purchase of that truck be included in the 2022 Capital Budget as a Committed Capital expenditure funded primarily from the Airport Reserve, topped up by the Corporate Vehicles and Equipment Reserve if needed.**

Manager of Operations and Facilities

Innovation, Science and Economic Development Canada
Innovation, Sciences et Développement économique Canada

August 6, 2021

PROJECT NO. 851- 513622

NORTHERN ONTARIO DEVELOPMENT PROGRAM

REGIONAL AIR TRANSPORTATION INITIATIVE

CONTRIBUTION AGREEMENT

Between:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And:

THE CORPORATION OF THE TOWN OF FORT FRANCES

Canada

PROTECTED B

PROJECT NO. 851- 513622

CONTRIBUTION AGREEMENT UNDER THE

NORTHERN ONTARIO DEVELOPMENT PROGRAM

REGIONAL AIR TRANSPORTATION INITIATIVE

This **Contribution Agreement** is made

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("**Her Majesty**"), hereby represented by the Minister of Economic Development and Official Languages ("Minister")

AND:

THE CORPORATION OF THE TOWN OF FORT FRANCES incorporated under the laws of Ontario having its head office located at 320 Portage Ave., Fort Frances, ON P9A 3P9 ("**Recipient**")

RECITALS

WHEREAS the Government of Canada established the Regional Air Transportation Initiative ("Program") to reinstate and maintain regional air routes and air connectivity access impacted by the COVID-19 pandemic;

WHEREAS the Recipient has applied for funding;

WHEREAS the Minister has determined that the Recipient is eligible for funding under the Program and that the Project (as defined below) qualifies for support under the Program;

AND WHEREAS the Minister has agreed to provide a non-repayable contribution to the Recipient to support the Project;

NOW THEREFORE, in consideration of the foregoing principles and their respective obligations set out below, the Parties hereto agree as follows:

1. INTERPRETATION

1.1. Definitions

In addition to those terms defined in Schedule A– *Statement of Work*, the recitals and elsewhere in this Agreement, a capitalized term in this Agreement has the meaning given to it in this section. Unless otherwise specified in the Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.

a) **"Agreement"** means this contribution agreement and all schedules attached hereto, as may be amended, supplemented or restated from time to time.

b) **"Assessment of Risk"** means the level of risk determined pursuant to the Minister's evaluation of the Recipient's and the Project's risk, which is undertaken from time to time using the Minister's then-current risk framework.

c) **"Business Day"** means any day other than a Saturday, Sunday and Canadian statutory holiday to which the Recipient is subject.

d) **"Contribution"** means the funding provided by the Minister to the Eligible Costs pursuant to the terms and conditions of this Agreement, in the amount set out in section 3.1.

e) **"Date of Acceptance"** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

f) **"Eligible Activities**" means those eligible activities set out in the Schedule B – *Eligible and Ineligible Activities and Related Information.*

g) **"Eligibility Date"** means the Project Start Date.

h) **"Eligible Costs"** means those Project costs incurred by the Recipient that meet the criteria set out in the Schedule B – *Eligible and Ineligible Activities and Related Information*.

i) **"Eligible and Supported Costs"** means Eligible Costs on which the contribution will be paid.

j) **"Fair Market Value"** means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arm's length, who are fully informed and not under any compulsion to transact.

k) **"Final Results Report"** means the report prepared in accordance with Schedule C – *Reporting Requirements*.

l) **"Fiscal Year"** means the period beginning April 1st in any year and ending March 31st of the following year.

m) **"Ineligible Costs"** means those costs relating to the Project that are not eligible for funding, as set out in Schedule B – *Eligible & Ineligible Activities and Related Information.*

n) **"Interest Rate"** means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations,* in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for a given month can be found at: http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html.

o) **"Material Change"** is a significant change in the scope, timing, objectives, outcomes or benefits of the Project including without limitation, the following:

   i) The Project is not completed or not expected to be completed by the Project Completion Date;

   ii) the total estimated Eligible Costs set out in the Project Budget are expected to be reduced or are expected to be exceeded by twenty percent (20%) or more; or

   iii) a change in the locations where the Project is to be performed as identified in Schedule A - *Statement of Work*;

p) "**Minister"** means the Minister of Economic Development and Official Languages and any other person, duly authorized to act on his or her behalf.

q) **"Overpayment"** means an amount paid by the Minister as part of the Contribution or which is treated as such pursuant to the terms and conditions of this Agreement, which the Recipient is not entitled to according to the terms of this Agreement and which is recoverable by the Minister in accordance with section 5.8.

r) **"Party"** means the Minister or the Recipient, as the case may be, and **"Parties**" means the Minister and the Recipient.

s) **"Program"** has the meaning set out in the recitals.

t) **"Project"** means the activities carried out by the Recipient described in Schedule A – *Statement of Work*.

u) **"Project Costs"** means the aggregate of all Eligible Costs and Ineligible Costs for the Project, as set out in Schedule A - *Statement of Work*.

v) **"Project Completion"** means the point at which all components of the Project are completed in accordance with the specifications set out in Schedule A - *Statement of Work*.

w) **"Project Completion Date"** means March 31, 2022

x) **"Project Start Date"** means April 1, 2020

y) **"Third Party"** means any legal entity, individual, partnership or organization, other than a Recipient and Her Majesty.

z) **"Schedule"** means a schedule to this Agreement.

1.2. Entirety of Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all previous documents, discussions, negotiations, provisions, undertakings or arrangements in relation to the subject matter of this Agreement. If any inconsistency exists between the Schedules and the sections of this Agreement, the sections of this Agreement take precedence.

1.3. Term

The Agreement shall come into force as of the Date of Acceptance and, subject to section 1.5 will terminate:

(a) twelve (12) months after the earlier of:
  i) the Project Completion to the satisfaction of the Minister; or
  ii) the Project Completion Date.

(b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.4. Schedules

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

a) Schedule A – Statement of Work

b) Schedule B – Eligible and Ineligible Activities and Related Information

c) Schedule C – Reporting Requirements

The following Annexes are attached to, and forms part of, Schedule C:

Annex C-1 – Claim Summary/Advance Form

Annex C-2 – RATI Cost Forecast

Annex C-3 - Final Statement and Detailed Transaction Listing

1.5. Survival

Notwithstanding anything else in this Agreement, the following rights and obligations shall survive the expiration or early termination of this Agreement for a period of six (6) years:

Section 3.4	Other Government Financial Support
Section 5.8	Overpayment
Section 8	Default and Recovery
Section 9	Audit and Evaluation
Section 10	Information Management, Retention and Access
Section 13	Representations, Warranties and Additional Covenants
Section 14	Indemnification and Limitation of Liability
Section 16	General Provisions

1.6. Headings

The headings used in this Agreement are inserted for convenience of reference only, and shall not affect its interpretation.

2. PURPOSE

2.1. Purpose of the Contribution

The purpose of the Contribution is to provide financial assistance to the Recipient solely for the purpose of carrying out the Project, in accordance with the terms and conditions set forth in this Agreement. The Recipient agrees to use the Contribution solely for this purpose.

3. CONTRIBUTION AND PROJECT BUDGET

3.1. Contribution by the Minister

a) Subject to the terms and conditions of this Agreement, and the limitations as set out in paragraph (b), the Minister will make a non-repayable contribution to the Recipient in respect of the Project, in an amount not exceeding the lesser of:

   i) 100 percent of the total Eligible and Supported Costs of the Project; and
   ii) $ 225,705.

b) Payment of the Contribution will be made at the Minister's discretion, which shall not be unreasonably withheld, and will be subject to all terms and conditions of this Agreement.

c) The Parties acknowledge that the Minister's role with respect to the Project will be limited to making a financial contribution to the Recipient in respect of the Project, and that the Minister shall have no involvement in the management or operation of the Project. The Minister is neither a decision-maker nor an advisor in respect of the Project.

3.2. Budgeting and Allocation of Contribution

The Minister will not contribute to any Eligible Costs that are incurred prior to the Eligibility Date or after the Project Completion Date. All costs incurred before the Eligibility Date will be deemed ineligible.

3.3. Appropriations

Any payment by the Minister under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made; and to cancellation or reduction in the event that departmental funding levels are changed by Parliament. If the Minister is prevented from disbursing the full amount of the Contribution due to a lack or reduction of appropriation or departmental funding levels, the Minister and Recipient agree to review the effects of such a shortfall in the Contribution on the implementation of this Agreement.

3.4. Other Government Financial Support

3.4.1 The Recipient confirms that, in addition to the Contribution, it has received or has been approved to receive the following federal, provincial / territorial, or municipal government ("Government") financial assistance for the Project:

Federal:	$0
Provincial:	$0
Municipal:	$0
Total:	**$0**

The Recipient confirms that it has not requested nor received any Government financial assistance for the Project, other than as described above.

3.4.2 The Recipient agrees that, for the purposes of this section, Government financial assistance includes, and may not be limited to any grants, contributions, implicit subsidies, forgivable loans, investment tax credits and any other tax credits available to the Recipient in respect of the Project.

3.4.3 In no event will the total Government financial assistance towards the total Eligible Costs be allowed to exceed one hundred per cent (100%) of the Eligible Costs.

3.4.4 The Recipient agrees to promptly notify the Minister, within fifteen (15) Business Days, in the event that any Government financial assistance related to the Project, other than as described above is approved, or provided during the term of this Agreement. The Recipient acknowledges and agrees that, at the Minister's sole discretion, the amount of the Contribution may be reduced the extent of any additional Government financial assistance, or the Minister may require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment..

3.5. Other Financial Support

The Recipient agrees to promptly notify the Minister, within fifteen (15) Business Days, in the event that any other financial assistance related to the Project, other than Government assistance set out in section 3.4, is approved or provided during the term of this Agreement. The Recipient acknowledges and agrees that, at the Minister's sole discretion, the amount of the Contribution may be reduced to the extent of any additional financial assistance, or the Minister may require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment.

4. OBLIGATIONS OF THE PARTIES

4.1. The Minister's General Obligations

The Minister will be responsible for disbursing the Contribution pursuant to the terms and conditions of this Agreement. The Minister may provide guidance, information and reporting templates, where practical, to assist the Recipient with the preparation of reports and claims required under this Agreement.

4.2. Project Commitments by the Recipient

The Recipient covenants and agrees to complete the Project in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Recipient shall:

a) carry out the Project, as described in Schedule A – *Statement of Work*, in a diligent, timely and professional manner and in general compliance with the Project Costs;

b) complete the Project no later than the Project Completion Date*;*

c) subject to the Minister's commitment in section 3.1, allocate the Contribution toward certain Eligible Costs, be responsible for all Project Costs, including costs incurred in excess of the Project Costs specified in Schedule A – *Statement of Work*, if any;

d) ensure that all goods and services, the cost of which are being contributed to by the Minister under this Agreement, will be purchased or acquired at competitive prices that are no greater than Fair Market Value after deducting all trade discounts and similar items;

e) assume full responsibility at all times for the Project and all matters arising therefrom, as per appropriate standards; and

f) when awarding contracts or hiring personnel for the Project, use a fair and competitive or otherwise justifiable and generally accepted sound business process that results in competent and qualified contractors and/or personnel working on the Project.

5. CLAIMS AND PAYMENTS

5.1. Payment of Claims

5.1.1 The Recipient shall submit claims for reimbursement of Eligible and Supported Costs and the Minister will pay the Contribution in respect of Eligible and Supported Costs incurred, provided that the Recipient is not in default hereunder.

a) Claims will be submitted electronically using forms prescribed by the Minister as set out in Annex C-1 of Schedule C – *Reporting Requirements*;

b) Subsequent/final claims will be accompanied by an itemized summary of Eligible and Supported Costs being claimed which have been incurred by the Recipient and which will be substantiated by such documentation, as may be required by the Minister as set out in Annex C-2 and Annex C-3 of Schedule C;

c) Subsequent/final claims will be accompanied by details of funding sources for the Project, including amounts received or receivable, during the claim period and during the relevant Fiscal Year to date.

5.2. Requests for Advance Payments

5.2.1 Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs payable under this agreement, the Minister may, at his/her sole discretion, pay to the Recipient an initial advance. If the Minister elects to make an advance payment to the Recipient, the Minister will determine the amount of the advance to be paid in accordance with his/her customary payment practices based on the Assessment of Risk of the Contribution and upon receipt of the Recipient's forecasted cash flow requirements in the form set out in Annex C-1 and Annex C-2 of Schedule C of this Agreement.

5.2.2 The Minister shall determine the relevant advance period not to exceed twelve (12) months prior to making any advance payment of a portion of the Contribution, using the then-current Assessment of Risk. The advance payment will not exceed the immediate cash requirements of the Recipient for that period and will take into account any holdback that may be applied.

5.2.3 The Recipient shall provide and accounting for advances, both expended and unspent, within thirty (30) days of the end of each advance period through the submission of a report detailing the actual amounts of Eligible and Supported Costs incurred during the advance period.

5.2.4 The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse Her Majesty any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

5.3. Final Claim for Reimbursement of Eligible and Supported Costs

The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than forty five (45) days after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date. The final claim will, in addition to the requirements set out in section 5.1, be accompanied by the following documents, prepared to the Minister's satisfaction:

a) a final statement of total Project costs;

b) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;

c) a Final Activity Report on the Project;

d) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes; and

e) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.

5.4. Payment Procedure

5.4.1 The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

5.4.2 Subject to the maximum Contribution amount set forth in subsection 3.1(a) and all other conditions set forth in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible Costs supported by the Contribution set forth in the Recipient's claim, in accordance with the Minister's customary payment practices.

5.4.3 All requests for payment by the Recipient shall be accompanied by any other information, explanations and/or documentation related to the Project and/or in support of the claim as may be requested by the Minister, from time to time.

5.4.4 The Minister may require that any claim submitted for payment of any amount of the Contribution be certified by the Recipient's external auditors or by an auditor approved by the Minister.

5.5. Final Adjustments

After the final claim has been received, to the Minister's satisfaction, the Minister will carry out a final review and reconciliation of all claims and payments made in respect of the Project and, at the Minister's sole discretion, the Minister may conduct an audit as provided in section 9.1. Upon completion of such review and/or audit to the Minister's satisfaction, the Minister will make any final adjustments required in these circumstances. If the amount of the Contribution that has been paid to the Recipient exceeds the total amount which the Recipient is entitled to receive under this Agreement, the Minister shall so advise the Recipient and such amount will be deemed an Overpayment.

5.6. Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's discretion, withhold an amount of the Contribution from the total amount of Eligible and Supported Costs claimed at any point in time. The Minister shall determine the percentage of the holdback based on the amounts of the Contribution, as set out in the Project Budget, and using the then-current Assessment of Risk. The Minister may adjust the percentage of holdback during the term of the Agreement. The Minister shall release the holdback upon the Minister's receipt and acceptance of all deliverables and reports required under this Agreement and after the final adjustment under section 5.5 has been completed to the Minister's satisfaction.

5.7. Proceeds or Income Earned

The Recipient shall report all proceeds or any income (not including income from operations), including interest earned, on the Contribution, including advance payments. Such proceeds, income or interest may, at the Minister's discretion, be applied to reduce the amount of the Contribution to be disbursed under this Agreement or alternatively may be treated as an Overpayment.

5.8. Overpayment

The Recipient agrees to repay Her Majesty any amount which constitutes an Overpayment and until such Overpayment is repaid, it will constitute a debt due to Her Majesty. At the Minister's discretion, the Minister may deduct any Overpayment from subsequent payments of the Contribution, from the amount withheld as a holdback or, if the Overpayment is determined in or after the final Fiscal Year, the Recipient shall repay the amount within thirty (30) days of receiving written notification by the Minister. Interest on the Overpayment will be charged at the Interest Rate and be due and payable upon any amount of the Overpayment not repaid after thirty (30) days of receipt of written notice in accordance with the *Interest and Administrative Charges Regulations.*

5.9. Payable at Year End (PAYE) Set-Up

On or before the end of each Fiscal Year, the Recipient shall provide the Minister a form ("PAYE form") prescribed by the Minister completed and certified by the Recipient with a year-end estimate of the Contribution amount that will be requested for reimbursement of Eligible and Supported Costs incurred or to be incurred up to March 31st of the current Fiscal Year so that funds for that Fiscal Year can be set-aside for the reimbursement of Eligible and Supported Costs incurred for that year.

The Minister may require that all PAYE forms be accompanied by any other information, explanation and/or documentation related to the Project and/or related to the year-end estimate of the Eligible and Supported Costs and/or estimated Contribution amount.

5.10. Aboriginal Consultation

The Recipient acknowledges that Her Majesty's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

6. RESULTS AND FINANCIAL REPORTING

6.1. Final Results Report

The Recipient shall provide to the Minister a *Final Results Report* as described in Schedule C – *Reporting Requirements*, to the Minister's satisfaction, no later than forty five (45) days following the Project Completion Date, and using the form prescribed by the Minister.

6.2. Financial Statements

The Recipient agrees to provide the Minister, a copy of the Recipient's independently prepared audited annual financial statements (or if none is available unaudited annual financial statements) within one hundred and twenty (120) days of the Recipient's fiscal year end for the duration of this project.

6.3. Supplementary Information

The Minister may, at any time, request supplementary information relating to any aspect of the Project, including but not limited to, financial management, expenditures, funding and investments, performance measurement.

7. COMPLIANCE WITH LEGISLATION, POLICIES AND REGULATIONS

7.1. Compliance with Laws

The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees.

7.2. Environmental Assessments

The Recipient represents that the Project is not a "designated project" as defined in the *Canadian Impact Assessment Act*, S.C. 2019, c. 28, s. 1 (IAA) and that an impact assessment (IA) or a determination under section 82 of IAA, are not required for the Project.

8. DEFAULT AND RECOVERY

8.1. Default

The Minister may declare that an event of default has occurred if:

a) the Recipient neglects or fails to pay to her Majesty any amount due in accordance with this Agreement;

b) the Project is not completed to the Minister's satisfaction by the Project Completion Date or the Project is abandoned in whole or in part;

c) the Recipient is insolvent, adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

d) an order is made which is not being contested or appealed by the Recipient or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;

e) a representation, warranty or material statement contained herein or in any application or certificate, document or report delivered to the Minister hereunder or in connection therewith is at any time incorrect, false or misleading;

f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;

g) the Recipient fails to comply with the monitoring, audit and evaluation requirements, specified in this Agreement;

h) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;

i) the Recipient makes a materially false or misleading statement concerning support by Her Majesty in any internal and/or public communication, other than in good faith; or

j) the Project is carried out at locations, other than those mentioned in Schedule A - *Statement of Work*.

8.2. Notice and Rectification Period

Except in the case of a default under 8.1 (c) or (d) or (f), the Minister will not declare that an event of default has occurred unless it has given written notice to the Recipient of the occurrence which, in the Minister's opinion, constitutes an event of default and the Recipient fails, within thirty (30) days of receipt of the notice, either to correct the condition or event or demonstrates, to the satisfaction of the Minister that it has taken such steps as are necessary to correct the condition.

8.3. Remedies

If the Minister declares that an event of default has occurred, the Minister may exercise any one or more of the following remedies, in addition to any other remedies available at law or equity:

a) suspend any obligation by the Minister to make a payment under this Agreement, including any obligation to pay any amount owing prior to the date of such suspension;

b) terminate this Agreement, including any obligation by the Minister to make any payment under this Agreement, including any amount owing prior to the date of such termination; or

c) require the Recipient to repay Her Majesty all or part of the Contribution paid by the Minister to the Recipient, together with interest from the day of demand at the Interest Rate.

8.4. Non-Waiver

Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing, the Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

8.5. Policy Objective

The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from public monies, and that the amount of damages sustained by Her Majesty in an event of default is difficult to ascertain and therefore that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies provided for in this Agreement and to do so in the manner provided for in this Agreement, if an event of default occurs.

9. AUDIT AND EVALUATION

9.1. Recipient Audit

The Recipient agrees that the Minister may conduct periodic audits of the Recipient's compliance with the terms and conditions of this Agreement, including without limitation, compliance with the financial provisions. The Recipient will, at its own expense, preserve and make available for audit and examination by the Minister all books, accounts and records of the Project, the Recipient's administrative, financial and claim processes and procedures, and any other information necessary. The Minister will have the right to conduct such audits at the Minister's expense as the Minister considers necessary using internal audit staff or auditors selected by the Minister. The Recipient will make the necessary contractual arrangements with Third Parties to provide the Minister with similar audit rights in respect of those Third Parties.

Where the report of an audit conducted pursuant to this section identifies any deficiencies, or provides recommendations for improvements or redress, the Recipient shall, within sixty (60) days of receiving such report, implement timely corrective actions in respect of such findings or recommendations, and report back to the Minister.

9.2. Program Evaluation

The Minister may engage in an evaluation of the Program for the purposes of assessing its relevance and impact. The Recipient shall assist the Minister to perform any such evaluation.

9.3. Auditor General Rights

The Recipient acknowledges that, pursuant to subsection 7.1 (1) of the *Auditor General Act,* the Auditor General of Canada may, at the Auditor General's own cost, conduct an inquiry respecting the Recipient's compliance with the terms and conditions of this Agreement or an inquiry into the Recipient's procedures to measure and report on performance with respect to this Agreement.

For the purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner:

a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement or the use of the funds provided under this Agreement;

b) all relevant information, as may reasonably be required to undertake a performance audit of the Program; and

c) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the use of the funds provided under this Agreement.

The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.

9.4. Audits and Evaluations Carried Out by the Recipient.

Upon request, the Recipient shall provide the Minister with a copy of the report of any audit, evaluation or review carried out by the Recipient, related to the Project or the use of the Contribution.

10. INFORMATION MANAGEMENT, RETENTION AND ACCESS

10.1. Records Retention and Access

The Recipient shall keep and maintain books of account and other records in which all receipts, disbursements, costs and activities in relation to the Project are recorded in a segregated fashion, and in a manner which shall demonstrate the application of the Contribution received from the Minister to reimburse Eligible and Supported Costs. The Recipient shall establish and maintain sound financial and management practices that will ensure the Contribution is expended in accordance with the terms and conditions of this Agreement.

10.2. Access to Premises

The Recipient shall provide the Minister reasonable access to the Recipient's premises and those of any Third Parties, and any premises where the Project is being carried out in order to review Project records and assess the progress of the Project and the Recipient's compliance with the terms and conditions of this Agreement.

10.3. Disclosure

Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives A*ct of Canada, and sections 10.4, 10.6 and 11 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties. Notwithstanding the foregoing, the Minister may publicly disclose the Recipient's name, the amount of the Contribution, a description of the nature of the Project, the date and value of this Agreement or any subsequent amendment, amounts advanced or paid for the reimbursement of Eligible and Supported Costs.

Notwithstanding the foregoing, the Recipient waives any confidentiality rights to the extent such rights would impede Her Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which Her Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of Her Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.

10.4. Information Sharing

The Recipient acknowledges that, in order to ensure efficiencies and effectiveness in the implementation, and administration of the Program, the Minister may collect and share with other federal departments and Governments who are providing funding for the Project, Recipient information for purposes that include, but are not limited to, the use of such information in the auditing, assessment, analysis and evaluation of the Recipient; the Recipient's performance of its contractual obligations, and, the Project and this Agreement. The Recipient hereby consents to the sharing of Recipient information for these purposes.

10.5. Confidentiality

The Recipient represents that any information which the Recipient has obtained in confidence from any Third Party, or any personal information contained in any records, information, audit and evaluation and other reports provided to the Minister under the terms of this Agreement, was obtained with the consent of the Third Party or individual consent. Any information containing such personal information or Third Party confidential information will be marked as "confidential". The Minister shall ensure that any disclosure respects all legal requirements relating to personal information and Third Party confidential information.

10.6. Financing, Licensing and Subcontracting

The Minister hereby consents to the Recipient disclosing this Agreement, and any portion or summary thereof, for any of the following purposes:

a) securing additional funding; or

b) ensuring that Third Parties, all agents, contractors and subcontractors of the Recipient agree to provide the Minister and the Auditor General with access to their records and premises.

11. PUBLIC COMMUNICATION

11.1. Public Dissemination

The Minister has the right to release to the public, table before Parliament and publish by any means, any reports and other information the Minister has the right to receive or to produce in accordance with this Agreement (hereinafter referred to as "Information") as well as such excerpts or summaries of the Information as the Minister may, from time to time, decide.

11.2. Public Recognition

The Recipient shall, in all public communications (including but not limited to web sites, publications, news releases, presentations, annual reports, on-site signage) acknowledge the financial support of the Minister in a form that is satisfactory to the Minister. Acknowledgement of the Minister's support to the Recipient will be in accordance with the Communications Requirements on the FedNor website: www.fednor.gc.ca The Recipient also agrees to limit the acknowledgement to applications agreed upon by the Minister and to terminate the acknowledgement upon request of the Minister.

11.3. Public Announcement

The Recipient shall give reasonable prior notice to the Minister of a proposed public announcement or ceremony relating to the Project. The Minister, or his/her designated representative, will be invited to participate in such announcement or ceremony to take place where possible at a mutually agreed date. Where the Minister or his/her representative wishes to participate in such an announcement or ceremony, the Recipient shall cooperate with the representative in respect of such announcement or ceremony.

12. OFFICIAL LANGUAGES

The Recipient may carry out the Project in the official language of the Recipient's choice.

13. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

13.1. Representations and Warranties

The Recipient represents and warrants that:

a) no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public;

b) the Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Sector,* the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation;

c) it has not paid, nor agreed to pay nor will it pay or agree to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;

d) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*;

e) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*;

f) it is duly incorporated and in good standing under the laws of the Province of Ontario and is in good standing under the laws of each jurisdiction in which it is required to be registered;

g) it has the requisite power and authority, and has met all legal requirements, necessary to carry on its business, to hold property, and to enter into, deliver and perform this Agreement;

h) the entering into, delivery and performance of this Agreement, and its execution by the undersigned signatory, have been duly and validly authorized and when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation of the Recipient enforceable in accordance with its terms;

i) the execution and delivery of this Agreement, and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

   i) violate any provisions of the Recipient's by-laws, any other governance document subscribed to by the Recipient, or any resolution of the Recipient;

   ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or

   iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound;

j) it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement;

k) it has acquired property and general liability insurance that is consistent with the level of risk exposure associated with the Project; and

l) it did not commence the Project prior to the Project Start Date.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event that a representation and warranty is determined to be untrue or incorrect at the time that it was made, the Minister may exercise the remedies set out in section 8.3.

13.2. Additional Covenants

In addition to its other covenants and obligations in this Agreement, the Recipient covenants and agrees to:

a) take all necessary action to maintain itself in good standing with respect to all legal requirements necessary to hold property, and to carry out the Project and perform all obligations under this Agreement, and to preserve its legal capacity, during the term of this Agreement;

b) promptly inform the Minister forthwith of any fact or event that would or might compromise the Project or prevent compliance with this Agreement, including but not limited to, any kind of harassment, abuse or discrimination in the workplace;

c) maintain and comply with all licenses, permits and registrations required or appropriate to conduct the Project; and

d) take measures conducive to creating a workplace free from harassment, abuse and discrimination of any kind.

13.3. Material Change

The Recipient shall not make a Material Change without the prior written consent of the Minister. Notice of a Material Change must be delivered promptly to the Minister and in no event later than fifteen (15) Business Days prior to the proposed Material Change.

13.4. Distributions

The Recipient shall not make any distributions to any affiliates, payout any shareholder loans, declare or pay dividends without the prior written consent of the Minister.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1. Indemnification

The Recipient shall at all times indemnify and save harmless, Her Majesty, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

a) the Project, its operation, conduct or any other aspect thereof;

b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a Third Party or its officers, employees, or agents;

c) the design, construction, operation, maintenance and repair of any part of the Project or,

d) any omission or other willful or negligent act or delay of the Recipient or a Third Party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

14.2. Liability

Her Majesty shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, Her Majesty shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient, regardless of however arising, whether in contract, tort, fiduciary duty, statute or otherwise.

Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

15. INTELLECTUAL PROPERTY

Title to intellectual property resulting from the Project will be determined by the Recipient's policy on intellectual property, and by applicable Canadian law.

16. TERMINATION

The Minister may terminate this Agreement at any time without cause upon not less than three (3) months written notice of the intention to terminate the Agreement to the other parties. In the event that the Agreement is terminated:

a) The Recipient shall make no further commitments in relation to the use of the Contribution and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and

b) The Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement, to the extent that it is established to the satisfaction of the Minister that the costs mentioned herein were actually incurred by the Recipient and are reasonable and properly attributable to the termination of the Agreement will be paid by the Minister.

17. GENERAL PROVISIONS

17.1. Transfer and Assignment

The Recipient will not transfer or assign this Agreement or any part thereof, or its rights, duties or obligations under this Agreement, without the prior written consent of the Minister and without a written irrevocable undertaking, representation and warranty from the transferee or assignee, as the case may be, in which the transferee or assignee agrees to comply with all terms and conditions of this Agreement. Any attempt by the Recipient to transfer or assign any part of this Agreement, or the rights, duties or obligations of this Agreement, without the Minister's express written consent is void.

17.2. Dispute Resolution

If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitration in accordance with the *Commercial Arbitration Code* set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act. Pending resolution, all payments and other obligations related to the issue in dispute will be suspended.

17.3. Disposition of Project Assets

The Recipient shall retain title to, and ownership of any assets, the cost of which has been contributed to by the Minister under this Agreement and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, unless:

a) the Recipient has obtained the prior written consent of the Minister, on such conditions as the Minister may determine; or

b) the asset was acquired at a cost less than $1,000; or

c) the asset is worn or outdated and is sold, transferred or disposed of in order to be replaced and the proceeds of sale of the asset are used for the acquisition of the replacement.

17.4. Debt due to Her Majesty

Any amount owed to Her Majesty under this Agreement will constitute a debt due to Her Majesty and will be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt within thirty (30) days of receiving written notification by the Minister.

Debts due to Her Majesty will accrue interest at the Interest Rate in accordance with the *Interest and Administrative Charges Regulations*. Interest shall be compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.

17.5. Set-Off

Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under any legislation or any agreements with Her Majesty at any time over the term of this Agreement and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.

17.6. Binding Effect

This Agreement is binding upon the Parties, their successors and permitted assignees.

17.7. Amendment

No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

17.8. No Agency

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and any Third Party. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of Her Majesty.

17.9. Severability

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

17.10. Tax

The Recipient acknowledges that financial assistance from government programs may have tax implications and that advice should be obtained from a qualified tax professional.

17.11. Notice

Any notice, information or document provided for under this Agreement may be delivered or sent by any pre-paid method, including regular or registered mail, courier, facsimile or email. Notice will be considered as received upon delivery by the courier or one (1) Business Day after being sent by facsimile or email, or five (5) Business Days after mailing provided that no message indicating that the notice was undeliverable is received. A Party may change its address below by notifying the other Party in writing.

Any notice to the Minister will be sent to:

FedNor (Innovation, Science and Economic Development)
Attn: Heather McKeown
Program Delivery
100 Park St., P.O. Box 1610
Kenora, ON
P9N 3W9
Email: heather.mckeown@ised-isde.gc.ca

Any notice to the Recipient will be sent to:

Mr. Rob Travis
Attn: Manager of Operations and Facilities, Town of Fort Frances
320 Portage Ave.,
Fort Frances, ON
P9A 3P9
Email: trob@fortfrances.ca

Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change will be deemed to take effect fifteen (15) days after receipt of such notice.

17.12. Applicable Laws

This Agreement will be interpreted in accordance with the laws of the Province of Ontario and laws of Canada applicable therein.

17.13. Counterparts

This Agreement may be signed in counterparts and such counterparts may be delivered by facsimile or by other acceptable electronic transmission, each of which when executed and delivered shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

18. ACCEPTANCE AND SIGNATURES

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within fifteen (15) days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representative:

PROJECT NO. 851- 513622

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister for Economic Development and Official Languages

Date: _____

Per: Duhaime, Stephanie

Digitally signed by Duhaime, Stephanie
Date: 2021.08.06 17:55:12 -04'00'

Name: Aime J. Dimatteo
Title: Director General, FedNor

THE CORPORATION OF THE TOWN OF FORT FRANCES

Date: _____

Per: _____

Name: _____

Title: _____

I have authority to bind The Corporation of the Town of Fort Frances

Date: _____

Per: _____

Name: _____

Title: _____

I have authority to bind The Corporation of the Town of Fort Frances

PROTECTED B

SCHEDULE A

STATEMENT OF WORK

The Corporation of the Town of Fort Frances

PROJECT DESCRIPTION:

The mitigation funding will be used for liquidity to bridge a financial gap caused by the pandemic until March 31, 2022.

The support is based on minimum operating costs required to maintain operations, deemed reasonable for the project to move forward, and not covered by other sources of funding.

PROJECT LOCATION: FORT FRANCES, ONTARIO

PROJECT START DATE: April 1, 2020

PROJECT COMPLETION DATE: March 31, 2022

PROJECT COSTS

Project Costs		**Financing**	
Eligible Costs		FedNor	$225,705
Supported	$225,705	Other Federal	$0
Not Supported	$0	Provincial	$0
Ineligible Costs	$0	Municipal	$0
		Financial Institutions	$0
		Applicant	$0
		Other	$0
Total	**$225,705**		**$225,705**

	Supported	**Not Supported**	**Total**
Eligible Costs			
Working Capital	$225,705	$0	$225,705
Total Eligible Costs	**$225,705**		**$225,705**
Ineligible Costs			
Not Applicable			$0
Total Ineligible Costs			**$0**
Total Project Costs			**$225,705**

OBJECTIVES AND EXPECTED RESULTS

Recognizing that regional air transport is a critical success factor to regional socio-economic development and well-being of communities, the Initiative will support projects that ultimately assist communities impacted by the decisions of national carriers to suspend and cut services in the short-term, and support conditions for ensuring the sustainability of regional air transport in the long-term. As such, the two objectives are to:

1) Contribute to maintaining and enhancing regional and local air carrier operations/services and related regional ecosystem connectivity. Support efforts to develop short-term economic opportunities to better serve the regions and the people who call them home by focusing on maintaining and restoring regional routes to the communities impacted by cuts, and;

2) Assistance for small regional airports (not to be overlapped with the supports from TC) to help them maintain services

Outcomes and Indicators

Outcomes of the Regional Air Transportation Initiative include:

- Associated regional air sector ecosystems and small and medium enterprises (SME) that adapt to new realities in order to better serve the socio-economic needs of the regions;
- Businesses and communities have reliable and affordable access to critical regional/local airport and air carrier operations and services; and
- Communities are economically diversified.

Indicators to measure success include:

- Number of jobs, in full-time equivalent (FTE), that will be maintained as a result of this project (including occupational category and industry sector);
- Number of businesses that will be maintained as a result of this project (including the sector in which they operate);
- Number of communities with air access maintained/restored;
- Number of air routes with service maintained/restored; and
- Passenger volumes on air routes maintained/restored.

SCHEDULE B

ELIGIBLE AND INELIGIBLE ACTIVITIES AND RELATED INFORMATION

1. GENERAL PRINCIPLE

The Eligible Costs shall be the direct costs which, in the opinion of the Minister, are reasonably and properly incurred or allocated, to the performance of the Project, less any applicable credits as defined below. These costs shall be determined in accordance with the Recipient's cost accounting system as accepted by the Minister and applied consistently over time. The cost accounting system should clearly establish an audit trail that supports all Eligible Costs claims, as described below.

2. ELIGIBLE ACTIVITIES

The primary goal of the Initiative is to ensure regional air routes and services are maintained and restored to the communities reliant on them for regional economic development such as business and economic development as well as tourism.

The RATI may support critical and continuing operations and services for certain regional airports (not already covered by supports announced or to be delivered through Transport Canada, namely, not for large sized airports), for instance:

- Operating costs (such as lease payments, salaries, and insurance); maintenance costs and reservation systems;
- Other airports-led projects can also be supported, such as putting in place measures to adapt to the new pandemic requirements, including protective equipment or digitalization of operations;
- Marketing support is excluded, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party;
- Enhanced customer experience or environmental improvements; and
- Support may be provided to air carrier/regional routes projects that involve eligible airports (except large-sized airports who do not qualify) only for the purposes of regional connectivity. For example, if a project includes costs incurred by an airport to adapt its services/infrastructure to accommodate the new regional route, those costs would be eligible.

3. ELIGIBLE COSTS

Eligible costs include those already eligible under current RDA program authorities modified for COVID-19, and include all costs deemed reasonable and necessary for carrying out eligible projects that contribute to achieving program objectives. Costs will be eligible on a retroactive basis as of April 1, 2020.

Funding can support up to 12 months of eligible costs over the two years. The support period could be split into 2 periods of time (i.e. October 2020 to March 2021 and October 2021 to March 2022).

Airport eligible costs include:

- Mortgage and/or commercial rent (if not eligible under Transport Canada's rent support program);
- Equipment rental or lease costs;
- Salaries and benefits (if not eligible for the Canada Emergency Wage Subsidy);
- Insurances;
- Bank interest/charges and loan payments;
- Property taxes;
- Utility costs;
- Materials and supplies;
- Office supplies; Cleaning supplies; Service contracts (e.g. janitorial, security, snow removal, etc.); Professional fees (operational costs only, e.g. audit costs);Maintenance costs;
- Vehicle operating expenses (e.g. EMS fleets, snow plows, etc.);

- Other aircraft servicing costs;
- Traffic service costs (e.g. processing baggage, cargo);
- Reservation systems (if applicable);
- Adaptation and additional measures (e.g. PPE and/or one time stabilization costs); and
- Other fixed overhead costs.

4. INELIGIBLE COSTS

Ineligible costs include those already specified under current program authorities, and will also include the following:

- Compensation for eligible recipients' revenue losses;
- Refinancing of an existing debt;
- Purchase of aircraft and/ or aircraft fuel;
- Capital costs;
- Land and building acquisition;
- Goodwill;
- Entertainment expenses;
- Salary bonuses and dividend payments;
- Allowance for interest on invested capital, bonds, debentures, and other debts;
- Losses on investments, bad debts and associated expenses;
- Other projects and contracts;
- Refinancing of existing debts;
- Amortization or depreciation of assets;
- Federal and provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit;
- Intermodal public transit projects;
- Provisions for contingencies;
- Lobbying activities or commissions paid to consultants to secure funding;
- Donations, dues and membership fees; and
- Marketing support is also deemed ineligible, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party.

Costs incurred prior to April 1, 2020 are ineligible.

5. GOODS AND SERVICES TAX OR HARMONIZED SALES TAX

Only that portion of the Goods and Services Tax or the Harmonized Sales Tax which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an Eligible Cost. Only that portion of the Provincial Sales Tax which is also not refundable by the respective provincial tax authority can be claimed as Eligible Cost.

6. REASONABLE COSTS

An Eligible and Supported Cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.

In determining the reasonableness of particular cost, consideration will be given to:

a) whether the cost is of a type generally recognized as normal and necessary for the conduct of the Recipient's business or performance of the Project;

b) the restraints and requirements of such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations and Agreement terms;

c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;

d) significant deviations from the established practices of the Recipient which may unjustifiably increase the Eligible Costs; and

e) the specifications, delivery schedule and quality requirements of the particular Project as they affect costs.

Eligible and Supported Costs claimed must reflect actual costs incurred by the Recipient and not include any allocation for profit (i.e. mark-up) or any allocation of general and administrative expenses.

7. CALCULATION OF DIRECT LABOUR COSTS

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employee benefits (CPP, EI, holidays, vacation, etc.) not exceeding 20% of direct labour costs may be claimed without supporting documentation. If employee benefits being claimed as costs incurred in support of the Project exceed 20% of direct labour costs, supporting documentation will be requested.

SCHEDULE C

REPORTING REQUIREMENTS

1. REPORTING

The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of data necessary to complete the following report.

2. FINAL RESULTS REPORT

The Recipient shall submit a Final Results Report to the Minister that shall include results achieved between the Project Start Date and Project Completion Date, including:

a) number of jobs, in direct full-time equivalent (FTE), were maintained (by occupational category and industry); and

b) number of businesses were maintained (by sector).

c) Number of communities with air access maintained/restored;

d) Number of air routes with service maintained/restored; and

e) Passenger volumes on air routes maintained/restored.

ANNEX C-1

CLAIM SUMMARY AND/OR ADVANCE FORM

Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada

CLAIM SUMMARY and/or ADVANCE CLAIM

PROTECTED

- Submit Original to Innovation, Science and Economic Development Canada (ISED)/FedNor
- Shaded Areas are for Department Use Only

Program			Final Claim ☐Yes ☐No	Claim No. 1	Endeavour	Project No.	Sub Project
Project Start	Project Completion	Commercial Production	Eligibility Date	Offer Accepted Date		Holdback Threshold Reached ☐Yes ☐No	

Name of Recipient(s) and Joint Payee (if applicable)		CONTROL POINTS	
Address		FCF 20 /20	Eligible Costs
		Less: CY Prds to Date	Authorized Assistance %
		FCF Free Balance $ -	Less: Cumulative Net Approved Assistance
	Postal Code		Outstanding Advance
			Available Balance $ -
Contact	Telephone Number	Holdback Threshold %	$ -

CLAIM

1. Eligible Costs ☐Incurred ☐Paid	ELIGIBLE COSTS CLAIMED Current	Total to Date	* CMIS KEYED ENTRY	PAYMENT CALCULATION Current	Cumulative
Period Covered	From (YYYY-MM-DD) To (YYYY-MM-DD)	From (YYYY-MM-DD) To (YYYY-MM-DD)	*Approved Eligible Costs		$ -
Total Eligible Costs (as per "Detailed Claim" attached)			*Gross Approved Assistance %		-
ISED/FedNor Share %			*Holdback %		-
2. ADVANCES	(only when provided for in the Contribution Agreement - attach "Recipient's Cost Forecast)		NET APPROVED ASSISTANCE =	-	-
			Outstanding Advance =		
			Amount owing (receivable) +	-	-
ISED/FedNor Share - estimate cash requirements for period specified	$ -		*ADVANCE	-	
			Adjustments or Recoveries (explain below)	-	
			REQUESTED PAYMENT	$ -	$ -

CERTIFICATION (by recipient for each claim)

I certify that:

(a) the costs described in this claim and considered eligible were or will be incurred under the contract;

(b) generally accepted and consistently followed accounting practices have been used;

(c) Her Majesty's payment will be applied to the project in accordance with the contract and costing memorandum;

(d) if applicable, disclosure has been made of assets involved in or resulting from the project which ceased to be used or which were transferred to productive use, sold, leased or otherwise disposed of;

(e) if applicable, environmental protection measures have been implemented and are maintained; requirements of all regulatory bodies have been satisfied.

Signature of Authorized Official

Title	Date

APPROVED and CERTIFIED pursuant to Departmental Signing Authorities.

The amount payable relates to costs that:

☐ are eligible and reasonable; ☐ will be incurred within the advance period;

☐ are reasonable in step with work performed in a satisfactory manner; ☐ all required terms and conditions of the agreement are being met.

Recommended by

Title	Officer Code	FSA Number

Signature	Date

Approved and Certified pursuant to Section 34 1(b) of the FAA

Title	FSA Number

Signature	Date

REMARKS (DEPARTMENTAL USE)

Sample Requested Date		Sample Received Date	
Advance Authorized per			

Month/Quarter	Month/Quarter	Month/Quarter	Quarter	Total	%	Advance
				-		-

Advance (period above)	-
plus Advance Retention-period	
less Advance Outstanding	-
Total Advance	$ -

DEPARTMENT CASH FORECAST

CFY 20 20	CFY+1 20 20	CFY+2 20 20	CFY+3 20 20	CFY+4 20 20

ANNEX C-2 RATI Cost Forecast

Industry Canada | Industrie Canada

COST FORECAST

FILL IN UNSHADED AREAS ONLY. SHADED AREAS ARE FOR DEPARTMENT USE.

Project number: | Applicant/Recipient:

PROJECT COST CATEGORY	FEDNOR RATE OF ASSISTANCE *	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	TOTAL	TOTAL Forecasted and Claimed	VARIANCE [Annex 1 less Total Forecast]	ELIGIBLE COSTS [per Annex 4]
Mortgage and/or commercial rent (if not eligible under Transport Canada's rent support														-	-	-	
Equipment rental or lease costs														-	-	-	
Salaries and benefits (if not eligible for the Canada Emergency Wage Subsidy)														-	-	-	
Insurance														-	-	-	
Bank interest charges and loan payments														-	-	-	
Property taxes														-	-	-	
Utility costs														-	-	-	
Materials and supplies														-	-	-	
Office supplies														-	-	-	
Cleaning supplies														-	-	-	
Service contracts (e.g. janitorial, security, snow removal, etc.)														-	-	-	
Professional fees (operational costs only, e.g. audit costs)														-	-	-	
Maintenance costs														-	-	-	
Vehicle operating costs (e.g. EMS fleets, snow plow, etc.)														-	-	-	
Other aircraft servicing costs														-	-	-	
Traffic service costs (e.g. processing baggage, cargo)														-	-	-	
Fire protection systems, if applicable														-	-	-	
Adaptation and additional measures (e.g. PPE and/or one-time stabilization costs)														-	-	-	
Other, specify:														-	-	-	
Other, specify:														-	-	-	
Other, specify:														-	-	-	
TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FEDNOR AUTHORIZED ASSISTANCE																	
	100.00%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL FEDNOR AUTHORIZED ASSIST		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COMMENTS (if any)

The program period is from April 1, 2020 to March 31, 2022. Applicants to the RATI can request up to a maximum of 12 months of funding support during that period. The 12 months can be concurrent or divided into two/three/four 6 month blocks.
Please note, the following costs are ineligible for support under the RATI: compensation for eligible recipients' revenue losses; refinancing of existing debt; purchase of aircraft; and/or aircraft fuel; capital costs (liquidity program); land and building acquisition; goodwill; entertainment expenses; salary bonuses and dividend payments; allowance for interest capital, bonds, debentures, and other debts; losses on investments, bad debts and associated expenses, other projects and contracts; refinancing of existing debts; amortization or depreciation of assets; Federal and provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit; intermodal public transit; provision for contingencies; lobbying activities or commissions paid to consultants to secure funding; donations, dues and membership fees; and marketing unless tax support a new destination.

Prepared by | Date (YYYY-MM-DD)

FedNor (2015/12), 1 of 1

FedNor

1-877-333-6673 fednor.gc.ca

ANNEX C3 – FINAL STATEMENT AND DETAILED TRANSACTION LISTING

Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada

FINAL STATEMENT AND DETAILED TRANSACTION LIST
REGIONAL AIR TRANSPORTATION INITIATIVE (RATI)

PROTECTED WHEN COMPLETED

Project Number :	**Legal Name :**
851-	

I HEREBY CERTIFY THAT:	YES	NO
a) The information provided is accurate and complete and in compliance with all terms and conditions of the Contribution Agreem	☐	☐
b) This is the final claim for payment and includes all final Eligible Supported Costs incurred and paid.	☐	☐
c) Any funding recevied from federal, provincial and municipal governments is the same as stated on the Annex 1 - Statement of Work of the Contribution Agreement.	☐	☐
d) Expenditures claimed are net of refundable HST Our input tax credit rate is: ____ %	☐	☐
e) The total government financial assistance towards the total Eligible Costs does not exceed one hundred per cent (100%) of Eligible Costs.	☐	☐

If you have certified NO for any of the statements, provide details here:

TOTAL AMOUNT OF EXPENDITURE FOR WORKING CAPITAL SUBMITTED	$	-

Note: Ineligible costs include, but are not limited to the following:

Compensation for eligible recipients' revenue losses; refinancing of an existing debt; purchase of aircraft and/or aircraft fuel; capital costs; land and building acquisition; goodwill; entertainment expenses; salary bonuses and dividend payments; allowance for interest on invested capital, bonds, debentures, and other debts; losses on investments, bad debts, and associated expenses; other projects and contracts; refinancing of existing debts; amortization or depreciation of assets; Federal and Provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit; intermodal public transit projects; provisions for contingencies; lobbying activities or commissions paid to consultants to secure funding; and donations, dues and membership fees. Marketing support is also deemed ineligible, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party.

Signature :		Date :	
Print Name and Title :			

Fed6346xE (2020/11)

FedNor

1-877-333-6673 fednor.gc.ca

Canada

September 8, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Entering into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario for the Investing in Canada Infrastructure Program Rec and Culture Stream

Back in 2019 the Town submitted an application to the Investing in Canada Infrastructure Program under the Community Culture and Recreation stream for a large multi year upgrade to the Memorial Sports Centre. On March 17th the Town was notified that we were successful in receiving $3,666,281.58 in total funding towards a $5,251,800 5 year upgrade project.

Attached to this report is a report from Adam Mitchell, Asset Management Coordinator, outlining the funding agreement.

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

1. The Town of Fort Frances enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure under the ICIP Community Culture and Recreation Stream and,
2. That an authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.

Respectfully Submitted

Travis Rob, P.Eng

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

1. **The Town of Fort Frances enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure under the ICIP Community Culture and Recreation Stream and,**
2. **That an authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.**

Manager of Operations and Facilities

August 16, 2021

Report To: Travis Rob, Manager of Operations

From: Adam Mitchell, Asset Management Coordinator

RE: 2021 Investing in Canada Infrastructure Program Funding Agreement – Memorial Sports Centre

On April 12th, 2021 the Town of Fort Frances was notified that it was successful in obtaining Investing in Canada Infrastructure (ICIP) Funding for the revitalization of the Memorial Sports Centre. As with any funding, a funding agreement must be entered between the Town and the program administrator.

Attached is a funding agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure and the Town of Fort Frances for the revitalization of the Memorial Sports Centre. The total funding allocation for this work is $5,251,800.00. The project outlines numerous upgrades that will be tendered over the next 4 years. Work on this project began in May of 2021.

It is my recommendation that the attached agreement be executed by the Town.

Respectfully Submitted

Adam Mitchell, P.Eng
Asset Management Coordinator

RTC Memorial Sports Centre ICIP Funding Agreement.docx

Innovation, Science and Economic Development Canada
Innovation, Sciences et Développement économique Canada

August 6, 2021

PROJECT NO. 851- 513622

NORTHERN ONTARIO DEVELOPMENT PROGRAM

REGIONAL AIR TRANSPORTATION INITIATIVE

CONTRIBUTION AGREEMENT

Between:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And:

THE CORPORATION OF THE TOWN OF FORT FRANCES

Canada

PROTECTED B

PROJECT NO. 851- 513622

CONTRIBUTION AGREEMENT UNDER THE

NORTHERN ONTARIO DEVELOPMENT PROGRAM

REGIONAL AIR TRANSPORTATION INITIATIVE

This **Contribution Agreement** is made

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("**Her Majesty**"), hereby represented by the Minister of Economic Development and Official Languages ("Minister")

AND:

THE CORPORATION OF THE TOWN OF FORT FRANCES incorporated under the laws of Ontario having its head office located at 320 Portage Ave., Fort Frances, ON P9A 3P9 ("**Recipient**")

RECITALS

WHEREAS the Government of Canada established the Regional Air Transportation Initiative ("Program") to reinstate and maintain regional air routes and air connectivity access impacted by the COVID-19 pandemic;

WHEREAS the Recipient has applied for funding;

WHEREAS the Minister has determined that the Recipient is eligible for funding under the Program and that the Project (as defined below) qualifies for support under the Program;

AND WHEREAS the Minister has agreed to provide a non-repayable contribution to the Recipient to support the Project;

NOW THEREFORE, in consideration of the foregoing principles and their respective obligations set out below, the Parties hereto agree as follows:

1. INTERPRETATION

1.1. Definitions

In addition to those terms defined in Schedule A– *Statement of Work*, the recitals and elsewhere in this Agreement, a capitalized term in this Agreement has the meaning given to it in this section. Unless otherwise specified in the Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.

a) **"Agreement"** means this contribution agreement and all schedules attached hereto, as may be amended, supplemented or restated from time to time.

b) **"Assessment of Risk"** means the level of risk determined pursuant to the Minister's evaluation of the Recipient's and the Project's risk, which is undertaken from time to time using the Minister's then-current risk framework.

c) **"Business Day"** means any day other than a Saturday, Sunday and Canadian statutory holiday to which the Recipient is subject.

d) **"Contribution"** means the funding provided by the Minister to the Eligible Costs pursuant to the terms and conditions of this Agreement, in the amount set out in section 3.1.

e) **"Date of Acceptance"** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

f) **"Eligible Activities**" means those eligible activities set out in the Schedule B – *Eligible and Ineligible Activities and Related Information.*

g) **"Eligibility Date"** means the Project Start Date.

h) **"Eligible Costs"** means those Project costs incurred by the Recipient that meet the criteria set out in the Schedule B – *Eligible and Ineligible Activities and Related Information*.

i) **"Eligible and Supported Costs"** means Eligible Costs on which the contribution will be paid.

j) **"Fair Market Value"** means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arm's length, who are fully informed and not under any compulsion to transact.

k) **"Final Results Report"** means the report prepared in accordance with Schedule C – *Reporting Requirements*.

l) **"Fiscal Year"** means the period beginning April 1st in any year and ending March 31st of the following year.

m) **"Ineligible Costs"** means those costs relating to the Project that are not eligible for funding, as set out in Schedule B – *Eligible & Ineligible Activities and Related Information.*

n) **"Interest Rate"** means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations,* in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for a given month can be found at: http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html.

o) **"Material Change"** is a significant change in the scope, timing, objectives, outcomes or benefits of the Project including without limitation, the following:

   i) The Project is not completed or not expected to be completed by the Project Completion Date;

   ii) the total estimated Eligible Costs set out in the Project Budget are expected to be reduced or are expected to be exceeded by twenty percent (20%) or more; or

   iii) a change in the locations where the Project is to be performed as identified in Schedule A - *Statement of Work*;

p) "**Minister"** means the Minister of Economic Development and Official Languages and any other person, duly authorized to act on his or her behalf.

q) **"Overpayment"** means an amount paid by the Minister as part of the Contribution or which is treated as such pursuant to the terms and conditions of this Agreement, which the Recipient is not entitled to according to the terms of this Agreement and which is recoverable by the Minister in accordance with section 5.8.

r) **"Party"** means the Minister or the Recipient, as the case may be, and **"Parties**" means the Minister and the Recipient.

s) **"Program"** has the meaning set out in the recitals.

t) **"Project"** means the activities carried out by the Recipient described in Schedule A – *Statement of Work*.

u) **"Project Costs"** means the aggregate of all Eligible Costs and Ineligible Costs for the Project, as set out in Schedule A - *Statement of Work*.

v) **"Project Completion"** means the point at which all components of the Project are completed in accordance with the specifications set out in Schedule A - *Statement of Work*.

w) **"Project Completion Date"** means March 31, 2022

x) **"Project Start Date"** means April 1, 2020

y) **"Third Party"** means any legal entity, individual, partnership or organization, other than a Recipient and Her Majesty.

z) **"Schedule"** means a schedule to this Agreement.

1.2. Entirety of Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all previous documents, discussions, negotiations, provisions, undertakings or arrangements in relation to the subject matter of this Agreement. If any inconsistency exists between the Schedules and the sections of this Agreement, the sections of this Agreement take precedence.

1.3. Term

The Agreement shall come into force as of the Date of Acceptance and, subject to section 1.5 will terminate:

(a) twelve (12) months after the earlier of:
  i) the Project Completion to the satisfaction of the Minister; or
  ii) the Project Completion Date.

(b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.4. Schedules

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

a) Schedule A – Statement of Work

b) Schedule B – Eligible and Ineligible Activities and Related Information

c) Schedule C – Reporting Requirements

The following Annexes are attached to, and forms part of, Schedule C:

Annex C-1 – Claim Summary/Advance Form

Annex C-2 – RATI Cost Forecast

Annex C-3 - Final Statement and Detailed Transaction Listing

1.5. Survival

Notwithstanding anything else in this Agreement, the following rights and obligations shall survive the expiration or early termination of this Agreement for a period of six (6) years:

Section 3.4	Other Government Financial Support
Section 5.8	Overpayment
Section 8	Default and Recovery
Section 9	Audit and Evaluation
Section 10	Information Management, Retention and Access
Section 13	Representations, Warranties and Additional Covenants
Section 14	Indemnification and Limitation of Liability
Section 16	General Provisions

1.6. Headings

The headings used in this Agreement are inserted for convenience of reference only, and shall not affect its interpretation.

2. PURPOSE

2.1. Purpose of the Contribution

The purpose of the Contribution is to provide financial assistance to the Recipient solely for the purpose of carrying out the Project, in accordance with the terms and conditions set forth in this Agreement. The Recipient agrees to use the Contribution solely for this purpose.

3. CONTRIBUTION AND PROJECT BUDGET

3.1. Contribution by the Minister

a) Subject to the terms and conditions of this Agreement, and the limitations as set out in paragraph (b), the Minister will make a non-repayable contribution to the Recipient in respect of the Project, in an amount not exceeding the lesser of:

   i) 100 percent of the total Eligible and Supported Costs of the Project; and
   ii) $ 225,705.

b) Payment of the Contribution will be made at the Minister's discretion, which shall not be unreasonably withheld, and will be subject to all terms and conditions of this Agreement.

c) The Parties acknowledge that the Minister's role with respect to the Project will be limited to making a financial contribution to the Recipient in respect of the Project, and that the Minister shall have no involvement in the management or operation of the Project. The Minister is neither a decision-maker nor an advisor in respect of the Project.

3.2. Budgeting and Allocation of Contribution

The Minister will not contribute to any Eligible Costs that are incurred prior to the Eligibility Date or after the Project Completion Date. All costs incurred before the Eligibility Date will be deemed ineligible.

3.3. Appropriations

Any payment by the Minister under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made; and to cancellation or reduction in the event that departmental funding levels are changed by Parliament. If the Minister is prevented from disbursing the full amount of the Contribution due to a lack or reduction of appropriation or departmental funding levels, the Minister and Recipient agree to review the effects of such a shortfall in the Contribution on the implementation of this Agreement.

3.4. Other Government Financial Support

3.4.1 The Recipient confirms that, in addition to the Contribution, it has received or has been approved to receive the following federal, provincial / territorial, or municipal government ("Government") financial assistance for the Project:

Federal:	$0
Provincial:	$0
Municipal:	$0
Total:	**$0**

The Recipient confirms that it has not requested nor received any Government financial assistance for the Project, other than as described above.

3.4.2 The Recipient agrees that, for the purposes of this section, Government financial assistance includes, and may not be limited to any grants, contributions, implicit subsidies, forgivable loans, investment tax credits and any other tax credits available to the Recipient in respect of the Project.

3.4.3 In no event will the total Government financial assistance towards the total Eligible Costs be allowed to exceed one hundred per cent (100%) of the Eligible Costs.

3.4.4 The Recipient agrees to promptly notify the Minister, within fifteen (15) Business Days, in the event that any Government financial assistance related to the Project, other than as described above is approved, or provided during the term of this Agreement. The Recipient acknowledges and agrees that, at the Minister's sole discretion, the amount of the Contribution may be reduced the extent of any additional Government financial assistance, or the Minister may require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment..

3.5. Other Financial Support

The Recipient agrees to promptly notify the Minister, within fifteen (15) Business Days, in the event that any other financial assistance related to the Project, other than Government assistance set out in section 3.4, is approved or provided during the term of this Agreement. The Recipient acknowledges and agrees that, at the Minister's sole discretion, the amount of the Contribution may be reduced to the extent of any additional financial assistance, or the Minister may require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment.

4. OBLIGATIONS OF THE PARTIES

4.1. The Minister's General Obligations

The Minister will be responsible for disbursing the Contribution pursuant to the terms and conditions of this Agreement. The Minister may provide guidance, information and reporting templates, where practical, to assist the Recipient with the preparation of reports and claims required under this Agreement.

4.2. Project Commitments by the Recipient

The Recipient covenants and agrees to complete the Project in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Recipient shall:

a) carry out the Project, as described in Schedule A – *Statement of Work*, in a diligent, timely and professional manner and in general compliance with the Project Costs;

b) complete the Project no later than the Project Completion Date*;*

c) subject to the Minister's commitment in section 3.1, allocate the Contribution toward certain Eligible Costs, be responsible for all Project Costs, including costs incurred in excess of the Project Costs specified in Schedule A – *Statement of Work*, if any;

d) ensure that all goods and services, the cost of which are being contributed to by the Minister under this Agreement, will be purchased or acquired at competitive prices that are no greater than Fair Market Value after deducting all trade discounts and similar items;

e) assume full responsibility at all times for the Project and all matters arising therefrom, as per appropriate standards; and

f) when awarding contracts or hiring personnel for the Project, use a fair and competitive or otherwise justifiable and generally accepted sound business process that results in competent and qualified contractors and/or personnel working on the Project.

5. CLAIMS AND PAYMENTS

5.1. Payment of Claims

5.1.1 The Recipient shall submit claims for reimbursement of Eligible and Supported Costs and the Minister will pay the Contribution in respect of Eligible and Supported Costs incurred, provided that the Recipient is not in default hereunder.

a) Claims will be submitted electronically using forms prescribed by the Minister as set out in Annex C-1 of Schedule C – *Reporting Requirements*;

b) Subsequent/final claims will be accompanied by an itemized summary of Eligible and Supported Costs being claimed which have been incurred by the Recipient and which will be substantiated by such documentation, as may be required by the Minister as set out in Annex C-2 and Annex C-3 of Schedule C;

c) Subsequent/final claims will be accompanied by details of funding sources for the Project, including amounts received or receivable, during the claim period and during the relevant Fiscal Year to date.

5.2. Requests for Advance Payments

5.2.1 Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs payable under this agreement, the Minister may, at his/her sole discretion, pay to the Recipient an initial advance. If the Minister elects to make an advance payment to the Recipient, the Minister will determine the amount of the advance to be paid in accordance with his/her customary payment practices based on the Assessment of Risk of the Contribution and upon receipt of the Recipient's forecasted cash flow requirements in the form set out in Annex C-1 and Annex C-2 of Schedule C of this Agreement.

5.2.2 The Minister shall determine the relevant advance period not to exceed twelve (12) months prior to making any advance payment of a portion of the Contribution, using the then-current Assessment of Risk. The advance payment will not exceed the immediate cash requirements of the Recipient for that period and will take into account any holdback that may be applied.

5.2.3 The Recipient shall provide and accounting for advances, both expended and unspent, within thirty (30) days of the end of each advance period through the submission of a report detailing the actual amounts of Eligible and Supported Costs incurred during the advance period.

5.2.4 The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse Her Majesty any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

5.3. Final Claim for Reimbursement of Eligible and Supported Costs

The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than forty five (45) days after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date. The final claim will, in addition to the requirements set out in section 5.1, be accompanied by the following documents, prepared to the Minister's satisfaction:

a) a final statement of total Project costs;

b) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;

c) a Final Activity Report on the Project;

d) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes; and

e) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.

5.4. Payment Procedure

5.4.1 The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

5.4.2 Subject to the maximum Contribution amount set forth in subsection 3.1(a) and all other conditions set forth in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible Costs supported by the Contribution set forth in the Recipient's claim, in accordance with the Minister's customary payment practices.

5.4.3 All requests for payment by the Recipient shall be accompanied by any other information, explanations and/or documentation related to the Project and/or in support of the claim as may be requested by the Minister, from time to time.

5.4.4 The Minister may require that any claim submitted for payment of any amount of the Contribution be certified by the Recipient's external auditors or by an auditor approved by the Minister.

5.5. Final Adjustments

After the final claim has been received, to the Minister's satisfaction, the Minister will carry out a final review and reconciliation of all claims and payments made in respect of the Project and, at the Minister's sole discretion, the Minister may conduct an audit as provided in section 9.1. Upon completion of such review and/or audit to the Minister's satisfaction, the Minister will make any final adjustments required in these circumstances. If the amount of the Contribution that has been paid to the Recipient exceeds the total amount which the Recipient is entitled to receive under this Agreement, the Minister shall so advise the Recipient and such amount will be deemed an Overpayment.

5.6. Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's discretion, withhold an amount of the Contribution from the total amount of Eligible and Supported Costs claimed at any point in time. The Minister shall determine the percentage of the holdback based on the amounts of the Contribution, as set out in the Project Budget, and using the then-current Assessment of Risk. The Minister may adjust the percentage of holdback during the term of the Agreement. The Minister shall release the holdback upon the Minister's receipt and acceptance of all deliverables and reports required under this Agreement and after the final adjustment under section 5.5 has been completed to the Minister's satisfaction.

5.7. Proceeds or Income Earned

The Recipient shall report all proceeds or any income (not including income from operations), including interest earned, on the Contribution, including advance payments. Such proceeds, income or interest may, at the Minister's discretion, be applied to reduce the amount of the Contribution to be disbursed under this Agreement or alternatively may be treated as an Overpayment.

5.8. Overpayment

The Recipient agrees to repay Her Majesty any amount which constitutes an Overpayment and until such Overpayment is repaid, it will constitute a debt due to Her Majesty. At the Minister's discretion, the Minister may deduct any Overpayment from subsequent payments of the Contribution, from the amount withheld as a holdback or, if the Overpayment is determined in or after the final Fiscal Year, the Recipient shall repay the amount within thirty (30) days of receiving written notification by the Minister. Interest on the Overpayment will be charged at the Interest Rate and be due and payable upon any amount of the Overpayment not repaid after thirty (30) days of receipt of written notice in accordance with the *Interest and Administrative Charges Regulations.*

5.9. Payable at Year End (PAYE) Set-Up

On or before the end of each Fiscal Year, the Recipient shall provide the Minister a form ("PAYE form") prescribed by the Minister completed and certified by the Recipient with a year-end estimate of the Contribution amount that will be requested for reimbursement of Eligible and Supported Costs incurred or to be incurred up to March 31st of the current Fiscal Year so that funds for that Fiscal Year can be set-aside for the reimbursement of Eligible and Supported Costs incurred for that year.

The Minister may require that all PAYE forms be accompanied by any other information, explanation and/or documentation related to the Project and/or related to the year-end estimate of the Eligible and Supported Costs and/or estimated Contribution amount.

5.10. Aboriginal Consultation

The Recipient acknowledges that Her Majesty's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

6. RESULTS AND FINANCIAL REPORTING

6.1. Final Results Report

The Recipient shall provide to the Minister a *Final Results Report* as described in Schedule C – *Reporting Requirements*, to the Minister's satisfaction, no later than forty five (45) days following the Project Completion Date, and using the form prescribed by the Minister.

6.2. Financial Statements

The Recipient agrees to provide the Minister, a copy of the Recipient's independently prepared audited annual financial statements (or if none is available unaudited annual financial statements) within one hundred and twenty (120) days of the Recipient's fiscal year end for the duration of this project.

6.3. Supplementary Information

The Minister may, at any time, request supplementary information relating to any aspect of the Project, including but not limited to, financial management, expenditures, funding and investments, performance measurement.

7. COMPLIANCE WITH LEGISLATION, POLICIES AND REGULATIONS

7.1. Compliance with Laws

The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees.

7.2. Environmental Assessments

The Recipient represents that the Project is not a "designated project" as defined in the *Canadian Impact Assessment Act*, S.C. 2019, c. 28, s. 1 (IAA) and that an impact assessment (IA) or a determination under section 82 of IAA, are not required for the Project.

8. DEFAULT AND RECOVERY

8.1. Default

The Minister may declare that an event of default has occurred if:

a) the Recipient neglects or fails to pay to her Majesty any amount due in accordance with this Agreement;

b) the Project is not completed to the Minister's satisfaction by the Project Completion Date or the Project is abandoned in whole or in part;

c) the Recipient is insolvent, adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

d) an order is made which is not being contested or appealed by the Recipient or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;

e) a representation, warranty or material statement contained herein or in any application or certificate, document or report delivered to the Minister hereunder or in connection therewith is at any time incorrect, false or misleading;

f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;

g) the Recipient fails to comply with the monitoring, audit and evaluation requirements, specified in this Agreement;

h) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;

i) the Recipient makes a materially false or misleading statement concerning support by Her Majesty in any internal and/or public communication, other than in good faith; or

j) the Project is carried out at locations, other than those mentioned in Schedule A - *Statement of Work*.

8.2. Notice and Rectification Period

Except in the case of a default under 8.1 (c) or (d) or (f), the Minister will not declare that an event of default has occurred unless it has given written notice to the Recipient of the occurrence which, in the Minister's opinion, constitutes an event of default and the Recipient fails, within thirty (30) days of receipt of the notice, either to correct the condition or event or demonstrates, to the satisfaction of the Minister that it has taken such steps as are necessary to correct the condition.

8.3. Remedies

If the Minister declares that an event of default has occurred, the Minister may exercise any one or more of the following remedies, in addition to any other remedies available at law or equity:

a) suspend any obligation by the Minister to make a payment under this Agreement, including any obligation to pay any amount owing prior to the date of such suspension;

b) terminate this Agreement, including any obligation by the Minister to make any payment under this Agreement, including any amount owing prior to the date of such termination; or

c) require the Recipient to repay Her Majesty all or part of the Contribution paid by the Minister to the Recipient, together with interest from the day of demand at the Interest Rate.

8.4. Non-Waiver

Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing, the Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

8.5. Policy Objective

The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from public monies, and that the amount of damages sustained by Her Majesty in an event of default is difficult to ascertain and therefore that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies provided for in this Agreement and to do so in the manner provided for in this Agreement, if an event of default occurs.

9. AUDIT AND EVALUATION

9.1. Recipient Audit

The Recipient agrees that the Minister may conduct periodic audits of the Recipient's compliance with the terms and conditions of this Agreement, including without limitation, compliance with the financial provisions. The Recipient will, at its own expense, preserve and make available for audit and examination by the Minister all books, accounts and records of the Project, the Recipient's administrative, financial and claim processes and procedures, and any other information necessary. The Minister will have the right to conduct such audits at the Minister's expense as the Minister considers necessary using internal audit staff or auditors selected by the Minister. The Recipient will make the necessary contractual arrangements with Third Parties to provide the Minister with similar audit rights in respect of those Third Parties.

Where the report of an audit conducted pursuant to this section identifies any deficiencies, or provides recommendations for improvements or redress, the Recipient shall, within sixty (60) days of receiving such report, implement timely corrective actions in respect of such findings or recommendations, and report back to the Minister.

9.2. Program Evaluation

The Minister may engage in an evaluation of the Program for the purposes of assessing its relevance and impact. The Recipient shall assist the Minister to perform any such evaluation.

9.3. Auditor General Rights

The Recipient acknowledges that, pursuant to subsection 7.1 (1) of the *Auditor General Act,* the Auditor General of Canada may, at the Auditor General's own cost, conduct an inquiry respecting the Recipient's compliance with the terms and conditions of this Agreement or an inquiry into the Recipient's procedures to measure and report on performance with respect to this Agreement.

For the purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner:

a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement or the use of the funds provided under this Agreement;

b) all relevant information, as may reasonably be required to undertake a performance audit of the Program; and

c) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the use of the funds provided under this Agreement.

The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.

9.4. Audits and Evaluations Carried Out by the Recipient.

Upon request, the Recipient shall provide the Minister with a copy of the report of any audit, evaluation or review carried out by the Recipient, related to the Project or the use of the Contribution.

10. INFORMATION MANAGEMENT, RETENTION AND ACCESS

10.1. Records Retention and Access

The Recipient shall keep and maintain books of account and other records in which all receipts, disbursements, costs and activities in relation to the Project are recorded in a segregated fashion, and in a manner which shall demonstrate the application of the Contribution received from the Minister to reimburse Eligible and Supported Costs. The Recipient shall establish and maintain sound financial and management practices that will ensure the Contribution is expended in accordance with the terms and conditions of this Agreement.

10.2. Access to Premises

The Recipient shall provide the Minister reasonable access to the Recipient's premises and those of any Third Parties, and any premises where the Project is being carried out in order to review Project records and assess the progress of the Project and the Recipient's compliance with the terms and conditions of this Agreement.

10.3. Disclosure

Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives A*ct of Canada, and sections 10.4, 10.6 and 11 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties. Notwithstanding the foregoing, the Minister may publicly disclose the Recipient's name, the amount of the Contribution, a description of the nature of the Project, the date and value of this Agreement or any subsequent amendment, amounts advanced or paid for the reimbursement of Eligible and Supported Costs.

Notwithstanding the foregoing, the Recipient waives any confidentiality rights to the extent such rights would impede Her Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which Her Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of Her Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.

10.4. Information Sharing

The Recipient acknowledges that, in order to ensure efficiencies and effectiveness in the implementation, and administration of the Program, the Minister may collect and share with other federal departments and Governments who are providing funding for the Project, Recipient information for purposes that include, but are not limited to, the use of such information in the auditing, assessment, analysis and evaluation of the Recipient; the Recipient's performance of its contractual obligations, and, the Project and this Agreement. The Recipient hereby consents to the sharing of Recipient information for these purposes.

10.5. Confidentiality

The Recipient represents that any information which the Recipient has obtained in confidence from any Third Party, or any personal information contained in any records, information, audit and evaluation and other reports provided to the Minister under the terms of this Agreement, was obtained with the consent of the Third Party or individual consent. Any information containing such personal information or Third Party confidential information will be marked as "confidential". The Minister shall ensure that any disclosure respects all legal requirements relating to personal information and Third Party confidential information.

10.6. Financing, Licensing and Subcontracting

The Minister hereby consents to the Recipient disclosing this Agreement, and any portion or summary thereof, for any of the following purposes:

a) securing additional funding; or

b) ensuring that Third Parties, all agents, contractors and subcontractors of the Recipient agree to provide the Minister and the Auditor General with access to their records and premises.

11. PUBLIC COMMUNICATION

11.1. Public Dissemination

The Minister has the right to release to the public, table before Parliament and publish by any means, any reports and other information the Minister has the right to receive or to produce in accordance with this Agreement (hereinafter referred to as "Information") as well as such excerpts or summaries of the Information as the Minister may, from time to time, decide.

11.2. Public Recognition

The Recipient shall, in all public communications (including but not limited to web sites, publications, news releases, presentations, annual reports, on-site signage) acknowledge the financial support of the Minister in a form that is satisfactory to the Minister. Acknowledgement of the Minister's support to the Recipient will be in accordance with the Communications Requirements on the FedNor website: www.fednor.gc.ca The Recipient also agrees to limit the acknowledgement to applications agreed upon by the Minister and to terminate the acknowledgement upon request of the Minister.

11.3. Public Announcement

The Recipient shall give reasonable prior notice to the Minister of a proposed public announcement or ceremony relating to the Project. The Minister, or his/her designated representative, will be invited to participate in such announcement or ceremony to take place where possible at a mutually agreed date. Where the Minister or his/her representative wishes to participate in such an announcement or ceremony, the Recipient shall cooperate with the representative in respect of such announcement or ceremony.

12. OFFICIAL LANGUAGES

The Recipient may carry out the Project in the official language of the Recipient's choice.

13. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

13.1. Representations and Warranties

The Recipient represents and warrants that:

a) no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public;

b) the Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Sector,* the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation;

c) it has not paid, nor agreed to pay nor will it pay or agree to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;

d) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*;

e) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*;

f) it is duly incorporated and in good standing under the laws of the Province of Ontario and is in good standing under the laws of each jurisdiction in which it is required to be registered;

g) it has the requisite power and authority, and has met all legal requirements, necessary to carry on its business, to hold property, and to enter into, deliver and perform this Agreement;

h) the entering into, delivery and performance of this Agreement, and its execution by the undersigned signatory, have been duly and validly authorized and when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation of the Recipient enforceable in accordance with its terms;

i) the execution and delivery of this Agreement, and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

   i) violate any provisions of the Recipient's by-laws, any other governance document subscribed to by the Recipient, or any resolution of the Recipient;

   ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or

   iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound;

j) it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement;

k) it has acquired property and general liability insurance that is consistent with the level of risk exposure associated with the Project; and

l) it did not commence the Project prior to the Project Start Date.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event that a representation and warranty is determined to be untrue or incorrect at the time that it was made, the Minister may exercise the remedies set out in section 8.3.

13.2. Additional Covenants

In addition to its other covenants and obligations in this Agreement, the Recipient covenants and agrees to:

a) take all necessary action to maintain itself in good standing with respect to all legal requirements necessary to hold property, and to carry out the Project and perform all obligations under this Agreement, and to preserve its legal capacity, during the term of this Agreement;

b) promptly inform the Minister forthwith of any fact or event that would or might compromise the Project or prevent compliance with this Agreement, including but not limited to, any kind of harassment, abuse or discrimination in the workplace;

c) maintain and comply with all licenses, permits and registrations required or appropriate to conduct the Project; and

d) take measures conducive to creating a workplace free from harassment, abuse and discrimination of any kind.

13.3. Material Change

The Recipient shall not make a Material Change without the prior written consent of the Minister. Notice of a Material Change must be delivered promptly to the Minister and in no event later than fifteen (15) Business Days prior to the proposed Material Change.

13.4. Distributions

The Recipient shall not make any distributions to any affiliates, payout any shareholder loans, declare or pay dividends without the prior written consent of the Minister.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1. Indemnification

The Recipient shall at all times indemnify and save harmless, Her Majesty, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

a) the Project, its operation, conduct or any other aspect thereof;

b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a Third Party or its officers, employees, or agents;

c) the design, construction, operation, maintenance and repair of any part of the Project or,

d) any omission or other willful or negligent act or delay of the Recipient or a Third Party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

14.2. Liability

Her Majesty shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, Her Majesty shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient, regardless of however arising, whether in contract, tort, fiduciary duty, statute or otherwise.

Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

15. INTELLECTUAL PROPERTY

Title to intellectual property resulting from the Project will be determined by the Recipient's policy on intellectual property, and by applicable Canadian law.

16. TERMINATION

The Minister may terminate this Agreement at any time without cause upon not less than three (3) months written notice of the intention to terminate the Agreement to the other parties. In the event that the Agreement is terminated:

a) The Recipient shall make no further commitments in relation to the use of the Contribution and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and

b) The Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement, to the extent that it is established to the satisfaction of the Minister that the costs mentioned herein were actually incurred by the Recipient and are reasonable and properly attributable to the termination of the Agreement will be paid by the Minister.

17. GENERAL PROVISIONS

17.1. Transfer and Assignment

The Recipient will not transfer or assign this Agreement or any part thereof, or its rights, duties or obligations under this Agreement, without the prior written consent of the Minister and without a written irrevocable undertaking, representation and warranty from the transferee or assignee, as the case may be, in which the transferee or assignee agrees to comply with all terms and conditions of this Agreement. Any attempt by the Recipient to transfer or assign any part of this Agreement, or the rights, duties or obligations of this Agreement, without the Minister's express written consent is void.

17.2. Dispute Resolution

If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitration in accordance with the *Commercial Arbitration Code* set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act. Pending resolution, all payments and other obligations related to the issue in dispute will be suspended.

17.3. Disposition of Project Assets

The Recipient shall retain title to, and ownership of any assets, the cost of which has been contributed to by the Minister under this Agreement and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, unless:

a) the Recipient has obtained the prior written consent of the Minister, on such conditions as the Minister may determine; or

b) the asset was acquired at a cost less than $1,000; or

c) the asset is worn or outdated and is sold, transferred or disposed of in order to be replaced and the proceeds of sale of the asset are used for the acquisition of the replacement.

17.4. Debt due to Her Majesty

Any amount owed to Her Majesty under this Agreement will constitute a debt due to Her Majesty and will be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt within thirty (30) days of receiving written notification by the Minister.

Debts due to Her Majesty will accrue interest at the Interest Rate in accordance with the *Interest and Administrative Charges Regulations*. Interest shall be compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.

17.5. Set-Off

Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under any legislation or any agreements with Her Majesty at any time over the term of this Agreement and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.

17.6. Binding Effect

This Agreement is binding upon the Parties, their successors and permitted assignees.

17.7. Amendment

No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

17.8. No Agency

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and any Third Party. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of Her Majesty.

17.9. Severability

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

17.10. Tax

The Recipient acknowledges that financial assistance from government programs may have tax implications and that advice should be obtained from a qualified tax professional.

17.11. Notice

Any notice, information or document provided for under this Agreement may be delivered or sent by any pre-paid method, including regular or registered mail, courier, facsimile or email. Notice will be considered as received upon delivery by the courier or one (1) Business Day after being sent by facsimile or email, or five (5) Business Days after mailing provided that no message indicating that the notice was undeliverable is received. A Party may change its address below by notifying the other Party in writing.

Any notice to the Minister will be sent to:

FedNor (Innovation, Science and Economic Development)
Attn: Heather McKeown
Program Delivery
100 Park St., P.O. Box 1610
Kenora, ON
P9N 3W9
Email: heather.mckeown@ised-isde.gc.ca

Any notice to the Recipient will be sent to:

Mr. Rob Travis
Attn: Manager of Operations and Facilities, Town of Fort Frances
320 Portage Ave.,
Fort Frances, ON
P9A 3P9
Email: trob@fortfrances.ca

Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change will be deemed to take effect fifteen (15) days after receipt of such notice.

17.12. Applicable Laws

This Agreement will be interpreted in accordance with the laws of the Province of Ontario and laws of Canada applicable therein.

17.13. Counterparts

This Agreement may be signed in counterparts and such counterparts may be delivered by facsimile or by other acceptable electronic transmission, each of which when executed and delivered shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

18. ACCEPTANCE AND SIGNATURES

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within fifteen (15) days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representative:

PROJECT NO. 851- 513622

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister for Economic Development and Official Languages

Date: _____

Per: Duhaime, Stephanie

Digitally signed by Duhaime, Stephanie
Date: 2021.08.06 17:55:12 -04'00'

Name: Aime J. Dimatteo
Title: Director General, FedNor

THE CORPORATION OF THE TOWN OF FORT FRANCES

Date: _____

Per: _____

Name: _____

Title: _____

I have authority to bind The Corporation of the Town of Fort Frances

Date: _____

Per: _____

Name: _____

Title: _____

I have authority to bind The Corporation of the Town of Fort Frances

PROTECTED B

SCHEDULE A

STATEMENT OF WORK

The Corporation of the Town of Fort Frances

PROJECT DESCRIPTION:

The mitigation funding will be used for liquidity to bridge a financial gap caused by the pandemic until March 31, 2022.

The support is based on minimum operating costs required to maintain operations, deemed reasonable for the project to move forward, and not covered by other sources of funding.

PROJECT LOCATION: FORT FRANCES, ONTARIO

PROJECT START DATE: April 1, 2020

PROJECT COMPLETION DATE: March 31, 2022

PROJECT COSTS

Project Costs		**Financing**	
Eligible Costs		FedNor	$225,705
Supported	$225,705	Other Federal	$0
Not Supported	$0	Provincial	$0
Ineligible Costs	$0	Municipal	$0
		Financial Institutions	$0
		Applicant	$0
		Other	$0
Total	**$225,705**		**$225,705**

	Supported	**Not Supported**	**Total**
Eligible Costs			
Working Capital	$225,705	$0	$225,705
Total Eligible Costs	**$225,705**		**$225,705**
Ineligible Costs			
Not Applicable			$0
Total Ineligible Costs			**$0**
Total Project Costs			**$225,705**

OBJECTIVES AND EXPECTED RESULTS

Recognizing that regional air transport is a critical success factor to regional socio-economic development and well-being of communities, the Initiative will support projects that ultimately assist communities impacted by the decisions of national carriers to suspend and cut services in the short-term, and support conditions for ensuring the sustainability of regional air transport in the long-term. As such, the two objectives are to:

1) Contribute to maintaining and enhancing regional and local air carrier operations/services and related regional ecosystem connectivity. Support efforts to develop short-term economic opportunities to better serve the regions and the people who call them home by focusing on maintaining and restoring regional routes to the communities impacted by cuts, and;

2) Assistance for small regional airports (not to be overlapped with the supports from TC) to help them maintain services

Outcomes and Indicators

Outcomes of the Regional Air Transportation Initiative include:

- Associated regional air sector ecosystems and small and medium enterprises (SME) that adapt to new realities in order to better serve the socio-economic needs of the regions;
- Businesses and communities have reliable and affordable access to critical regional/local airport and air carrier operations and services; and
- Communities are economically diversified.

Indicators to measure success include:

- Number of jobs, in full-time equivalent (FTE), that will be maintained as a result of this project (including occupational category and industry sector);
- Number of businesses that will be maintained as a result of this project (including the sector in which they operate);
- Number of communities with air access maintained/restored;
- Number of air routes with service maintained/restored; and
- Passenger volumes on air routes maintained/restored.

SCHEDULE B

ELIGIBLE AND INELIGIBLE ACTIVITIES AND RELATED INFORMATION

1. GENERAL PRINCIPLE

The Eligible Costs shall be the direct costs which, in the opinion of the Minister, are reasonably and properly incurred or allocated, to the performance of the Project, less any applicable credits as defined below. These costs shall be determined in accordance with the Recipient's cost accounting system as accepted by the Minister and applied consistently over time. The cost accounting system should clearly establish an audit trail that supports all Eligible Costs claims, as described below.

2. ELIGIBLE ACTIVITIES

The primary goal of the Initiative is to ensure regional air routes and services are maintained and restored to the communities reliant on them for regional economic development such as business and economic development as well as tourism.

The RATI may support critical and continuing operations and services for certain regional airports (not already covered by supports announced or to be delivered through Transport Canada, namely, not for large sized airports), for instance:

- Operating costs (such as lease payments, salaries, and insurance); maintenance costs and reservation systems;
- Other airports-led projects can also be supported, such as putting in place measures to adapt to the new pandemic requirements, including protective equipment or digitalization of operations;
- Marketing support is excluded, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party;
- Enhanced customer experience or environmental improvements; and
- Support may be provided to air carrier/regional routes projects that involve eligible airports (except large-sized airports who do not qualify) only for the purposes of regional connectivity. For example, if a project includes costs incurred by an airport to adapt its services/infrastructure to accommodate the new regional route, those costs would be eligible.

3. ELIGIBLE COSTS

Eligible costs include those already eligible under current RDA program authorities modified for COVID-19, and include all costs deemed reasonable and necessary for carrying out eligible projects that contribute to achieving program objectives. Costs will be eligible on a retroactive basis as of April 1, 2020.

Funding can support up to 12 months of eligible costs over the two years. The support period could be split into 2 periods of time (i.e. October 2020 to March 2021 and October 2021 to March 2022).

Airport eligible costs include:

- Mortgage and/or commercial rent (if not eligible under Transport Canada's rent support program);
- Equipment rental or lease costs;
- Salaries and benefits (if not eligible for the Canada Emergency Wage Subsidy);
- Insurances;
- Bank interest/charges and loan payments;
- Property taxes;
- Utility costs;
- Materials and supplies;
- Office supplies; Cleaning supplies; Service contracts (e.g. janitorial, security, snow removal, etc.); Professional fees (operational costs only, e.g. audit costs);Maintenance costs;
- Vehicle operating expenses (e.g. EMS fleets, snow plows, etc.);

- Other aircraft servicing costs;
- Traffic service costs (e.g. processing baggage, cargo);
- Reservation systems (if applicable);
- Adaptation and additional measures (e.g. PPE and/or one time stabilization costs); and
- Other fixed overhead costs.

4. INELIGIBLE COSTS

Ineligible costs include those already specified under current program authorities, and will also include the following:

- Compensation for eligible recipients' revenue losses;
- Refinancing of an existing debt;
- Purchase of aircraft and/ or aircraft fuel;
- Capital costs;
- Land and building acquisition;
- Goodwill;
- Entertainment expenses;
- Salary bonuses and dividend payments;
- Allowance for interest on invested capital, bonds, debentures, and other debts;
- Losses on investments, bad debts and associated expenses;
- Other projects and contracts;
- Refinancing of existing debts;
- Amortization or depreciation of assets;
- Federal and provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit;
- Intermodal public transit projects;
- Provisions for contingencies;
- Lobbying activities or commissions paid to consultants to secure funding;
- Donations, dues and membership fees; and
- Marketing support is also deemed ineligible, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party.

Costs incurred prior to April 1, 2020 are ineligible.

5. GOODS AND SERVICES TAX OR HARMONIZED SALES TAX

Only that portion of the Goods and Services Tax or the Harmonized Sales Tax which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an Eligible Cost. Only that portion of the Provincial Sales Tax which is also not refundable by the respective provincial tax authority can be claimed as Eligible Cost.

6. REASONABLE COSTS

An Eligible and Supported Cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.

In determining the reasonableness of particular cost, consideration will be given to:

a) whether the cost is of a type generally recognized as normal and necessary for the conduct of the Recipient's business or performance of the Project;

b) the restraints and requirements of such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations and Agreement terms;

c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;

d) significant deviations from the established practices of the Recipient which may unjustifiably increase the Eligible Costs; and

e) the specifications, delivery schedule and quality requirements of the particular Project as they affect costs.

Eligible and Supported Costs claimed must reflect actual costs incurred by the Recipient and not include any allocation for profit (i.e. mark-up) or any allocation of general and administrative expenses.

7. CALCULATION OF DIRECT LABOUR COSTS

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employee benefits (CPP, EI, holidays, vacation, etc.) not exceeding 20% of direct labour costs may be claimed without supporting documentation. If employee benefits being claimed as costs incurred in support of the Project exceed 20% of direct labour costs, supporting documentation will be requested.

SCHEDULE C

REPORTING REQUIREMENTS

1. REPORTING

The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of data necessary to complete the following report.

2. FINAL RESULTS REPORT

The Recipient shall submit a Final Results Report to the Minister that shall include results achieved between the Project Start Date and Project Completion Date, including:

a) number of jobs, in direct full-time equivalent (FTE), were maintained (by occupational category and industry); and

b) number of businesses were maintained (by sector).

c) Number of communities with air access maintained/restored;

d) Number of air routes with service maintained/restored; and

e) Passenger volumes on air routes maintained/restored.

ANNEX C-1

CLAIM SUMMARY AND/OR ADVANCE FORM

Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada

CLAIM SUMMARY and/or ADVANCE CLAIM

PROTECTED

- Submit Original to Innovation, Science and Economic Development Canada (ISED)/FedNor
- Shaded Areas are for Department Use Only

Program			Final Claim ☐Yes ☐No	Claim No. 1	Endeavour	Project No.	Sub Project
Project Start	Project Completion	Commercial Production	Eligibility Date	Offer Accepted Date		Holdback Threshold Reached ☐Yes ☐No	

Name of Recipient(s) and Joint Payee (if applicable)		CONTROL POINTS	
Address		FCF 20 /20	Eligible Costs
		Less: CY Prds to Date	Authorized Assistance %
		FCF Free Balance $ -	Less: Cumulative Net Approved Assistance
	Postal Code		Outstanding Advance
			Available Balance $ -
Contact	Telephone Number	Holdback Threshold %	$ -

CLAIM

1. Eligible Costs ☐Incurred ☐Paid	ELIGIBLE COSTS CLAIMED Current	Total to Date	* CMIS KEYED ENTRY	PAYMENT CALCULATION Current	Cumulative
Period Covered	From (YYYY-MM-DD)	From (YYYY-MM-DD)	*Approved Eligible Costs		$ -
	To (YYYY-MM-DD)	To (YYYY-MM-DD)			
Total Eligible Costs (as per "Detailed Claim" attached)			*Gross Approved Assistance %		-
ISED/FedNor Share %			*Holdback %		-
2. ADVANCES	(only when provided for in the Contribution Agreement - attach "Recipient's Cost Forecast)		NET APPROVED ASSISTANCE =	-	-
			Outstanding Advance +		
			Amounts owing (receivable) +	-	-
ISED/FedNor Share - estimate cash requirements for period specified	$ -		*ADVANCE	-	
			Adjustments or Recoveries (explain below)	-	
			REQUESTED PAYMENT	$ -	$ -

CERTIFICATION (by recipient for each claim)

I certify that:

(a) the costs described in this claim and considered eligible were or will be incurred under the contract;

(b) generally accepted and consistently followed accounting practices have been used;

(c) Her Majesty's payment will be applied to the project in accordance with the contract and costing memorandum;

(d) if applicable, disclosure has been made of assets involved in or resulting from the project which ceased to be used or which were transferred to productive use, sold, leased or otherwise disposed of;

(e) if applicable, environmental protection measures have been implemented and are maintained; requirements of all regulatory bodies have been satisfied.

Signature of Authorized Official

Title	Date

APPROVED and CERTIFIED pursuant to Departmental Signing Authorities

The amount payable relates to costs that:

☐ are eligible and reasonable; ☐ will be incurred within the advance period;

☐ are reasonable in step with work performed in a satisfactory manner; ☐ all required terms and conditions of the agreement are being met.

Recommended by

Title	Officer Code	FSA Number
Signature	Date	

Approved and Certified pursuant to Section 34 1(b) of the FAA

Title	FSA Number
Signature	Date

REMARKS (DEPARTMENTAL USE)

Sample Requested Date		Sample Received Date	
Advance Authorized per			

Month/Quarter	Month/Quarter	Month/Quarter	Quarter	Total	%	Advance
				-		-

Advance (period above)	-
plus Advance Retention-period	
less Advance Outstanding	-
Total Advance	$ -

DEPARTMENT CASH FORECAST

CFY 20 20	CFY+1 20 20	CFY+2 20 20	CFY+3 20 20	CFY+4 20 20

ANNEX C-2 RATI Cost Forecast

Industry Canada | Industrie Canada

COST FORECAST

FILL IN UNSHADED AREAS ONLY. SHADED AREAS ARE FOR DEPARTMENT USE.

Project number: | Applicant/Recipient:

PROJECT COST CATEGORY	FEDNOR RATE OF ASSISTANCE *	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	TOTAL	TOTAL Forecasted and Claimed	VARIANCE [Annex 1 less Total Forecast]	ELIGIBLE COSTS [per Annex 4]
Mortgage and/or commercial rent (if not eligible under Transport Canada's rent support														-	-	-	
Equipment rental or lease costs														-	-	-	
Salaries and benefits (if not eligible for the Canada Emergency Wage Subsidy)														-	-	-	
Insurance														-	-	-	
Bank interest charges and loan payments														-	-	-	
Property taxes														-	-	-	
Utility costs														-	-	-	
Materials and supplies														-	-	-	
Office supplies														-	-	-	
Cleaning supplies														-	-	-	
Service contracts (e.g. janitorial, security, snow removal, etc.)														-	-	-	
Professional fees (operational costs only, e.g. audit costs)														-	-	-	
Maintenance costs														-	-	-	
Vehicle operating costs (e.g. EMS fleets, snow plow, etc.)														-	-	-	
Other aircraft servicing costs														-	-	-	
Traffic service costs (e.g. processing baggage, cargo)														-	-	-	
Fire protection systems, if applicable														-	-	-	
Adaptation and additional measures (e.g. PPE and/or one-time stabilization costs)														-	-	-	
Other, specify:														-	-	-	
Other, specify:														-	-	-	
Other, specify:														-	-	-	
TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FEDNOR AUTHORIZED ASSISTANCE																	
	100.00%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL FEDNOR AUTHORIZED ASSIST		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COMMENTS (if any)

The program period is from April 1, 2020 to March 31, 2022. Applicants to the RATI can request up to a maximum of 12 months of funding support during that period. The 12 months can be concurrent or divided into two/three/four 6 month blocks.
Please note, the following costs are ineligible for support under the RATI: compensation for eligible recipients' revenue losses; refinancing of existing debt; purchase of aircraft; and/or aircraft fuel; capital costs (liquidity program); land and building acquisition; goodwill; entertainment expenses; salary bonuses and dividend payments; allowance for interest capital, bonds, debentures, and other debts; losses on investments, bad debts and associated expenses, other project and contracts; refinancing of existing debts; amortization or depreciation of assets; Federal and provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit; intermodal public transit; provision for contingencies; lobbying activities or commissions paid to consultants to secure funding; donations, dues and membership fees; and marketing unless tax support a new destination.

Prepared by | Date (YYYY-MM-DD)

FedNor [2015/12], 1 of 1

FedNor

1-877-333-6673 fednor.gc.ca

ANNEX C3 – FINAL STATEMENT AND DETAILED TRANSACTION LISTING

Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada

FINAL STATEMENT AND DETAILED TRANSACTION LIST
REGIONAL AIR TRANSPORTATION INITIATIVE (RATI)

PROTECTED WHEN COMPLETED

Project Number :	**Legal Name :**
851-	

I HEREBY CERTIFY THAT:	YES	NO
a) The information provided is accurate and complete and in compliance with all terms and conditions of the Contribution Agreem	☐	☐
b) This is the final claim for payment and includes all final Eligible Supported Costs incurred and paid.	☐	☐
c) Any funding recevied from federal, provincial and municipal governments is the same as stated on the Annex 1 - Statement of Work of the Contribution Agreement.	☐	☐
d) Expenditures claimed are net of refundable HST Our input tax credit rate is: ____ %	☐	☐
e) The total government financial assistance towards the total Eligible Costs does not exceed one hundred per cent (100%) of Eligible Costs.	☐	☐

If you have certified NO for any of the statements, provide details here:

TOTAL AMOUNT OF EXPENDITURE FOR WORKING CAPITAL SUBMITTED	$	-

Note: Ineligible costs include, but are not limited to the following:

Compensation for eligible recipients' revenue losses; refinancing of an existing debt; purchase of aircraft and/or aircraft fuel; capital costs; land and building acquisition; goodwill; entertainment expenses; salary bonuses and dividend payments; allowance for interest on invested capital, bonds, debentures, and other debts; losses on investments, bad debts, and associated expenses; other projects and contracts; refinancing of existing debts; amortization or depreciation of assets; Federal and Provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit; intermodal public transit projects; provisions for contingencies; lobbying activities or commissions paid to consultants to secure funding; and donations, dues and membership fees. Marketing support is also deemed ineligible, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party.

Signature :		Date :	
Print Name and Title :			

Fed6346xE (2020/11)

FedNor

1-877-333-6673 fednor.gc.ca

Canada

TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): COMMUNITY, CULTURE AND RECREATION STREAM

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation (CCR) Stream Project (the "**Agreement**") is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

("**Ontario**" or the **"Province"**)

- and -

Corporation of the Town of Fort Frances

(CRA#106984586)

(the **"Recipient"**)

BACKGROUND

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

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

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

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the Community, Culture and Recreation funding stream of ICIP. This stream supports projects that improve access to and / or quality of community, cultural, and recreation priority infrastructure projects.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a Community, Culture and Recreation stream project.

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

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

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

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

(a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;

(b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;

(c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or

(d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

3.2 **Electronic Execution and Delivery of Agreement.** The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

(i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;

(ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;

(iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

(iv) any other means with the other Party’s prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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

5.0 ACKNOWLEDGEMENT

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

(a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;

(b) the Province and Canada are not responsible for carrying out the Project;

(c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;

(d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;

(f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;

(g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act*, 2010 (Ontario), the *Public Sector Salary Disclosure Act*, 1996 (Ontario), and the *Auditor General Act* (Ontario); and

(h) the Recipient has read and understood the Bilateral Agreement.

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

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

(a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);

(b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and

(c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Infrastructure

_____ _____

Date p.p. Adam Redish, Assistant Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX CORPORATE SEAL (if applicable)

Corporation of the Town of Fort Frances

_____ _____

Date Name:
Title:

I have authority to bind the Recipient.

_____ _____

Date Name:
Title:

I have authority to bind the Recipient.

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

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

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

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency;

(e) "shall" and "will" are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.

(f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and

(g) "include", "includes", and "including" denote that the subsequent list is not exhaustive.

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

"Aboriginal Community" has the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

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

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

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

"Bilateral Agreement" means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her

Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

"Business Day" means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

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

"Canada's Maximum Contribution" means the maximum contribution from Canada as set out in Schedule "C".

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

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

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

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

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

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

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

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

"Expiration Date" means the expiry date set out in Schedule "B" (Specific Information).

"Federal Approval Date" means the date on which Canada has approved the Project identified in Schedule "C" (Project Description, Financial Information, Timelines, and Project Standards).

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

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

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

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

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

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

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

"Interest or Interest Earned" means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule "A" of this Agreement, and includes any and all interest or other income generated from the Funds.

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

"Maximum Funds" means the maximum Funds amount as set out in Schedule "B" (Specific Information).

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

"Ontario's Maximum Contribution" means the maximum contribution from Ontario as set out in Schedule "C".

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

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

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

"Progress Report" means the Progress Report described in Article D.1.0 (Reporting Requirements).

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

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

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

"Reports" means the reports described in Schedule "D" (Reports).

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

"Substantial Completion" or **"Substantially Completed"** means that the Project can be used for the purpose for which it was intended and, in any event, no later than March 31, 2027.

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

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

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

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

(a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;

(d) the Project meets and will continue to meet all of the program's eligibility criteria, construction conditions and the Recipient will abide by all of the Province's and Canada's respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;

(e) the Project meets the outcomes of the Community, Culture and Recreation stream, being:

(i) Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations.

(f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

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

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

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

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete the Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

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

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

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before March 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

(a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the request for payment

and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and

(c) deposit the Funds into an account the Recipient designates, provided that the account:

(i) is at a branch of a Canadian financial institution in Ontario; and

(ii) is solely in the name of the Recipient.

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

(a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:

(i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and

(ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;

(b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and

(c) any payment of Funds is subject to:

(i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;

(ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and

(iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in

respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

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

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);

(d) not use the Funds to cover any Ineligible Expenditure; and

(e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 **Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

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

(a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;

(b) demand from the Recipient the payment of an amount equal to the Interest Earned.

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

(a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;

(b) if Canada's total contribution from all federal sources in respect of the Project exceeds thirty eight point zero eight percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess;

(c) if the Total Financial Assistance received in respect of the Project exceeds one

hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

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

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

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

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

(b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;

(c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

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

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

A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project ("**Holdback**") up until the Recipient has fulfilled all of its

obligations under the Agreement for the Project.

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

A.5.1 **Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

(a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and

(b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

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

A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

(a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

(b) attests to:

(i) following value-for-money procurement processes for materials and sub-contracts; and

(ii) following its own policies and procedures.

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

(a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);

(b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and

(c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:

(i) inspect and audit the terms of any Contract, record or account in respect of the Project; and

(ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

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

A.6.0 CONFLICT OF INTEREST

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

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

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

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

(a) the Recipient:

(i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

(ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

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

A.7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

(i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A.7.3 **Record Maintenance.** The Recipient will keep and maintain until March 31, 2034 :

(a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and

(b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 **Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the

Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties;

(b) the progress of the Project; or

(c) the Recipient's allocation and expenditure of the Funds.

A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

(a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);

(b) remove any copies the Province makes pursuant to section A.7.5(a); and

(c) share any documents, records and findings with Canada.

A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

(a) ensuring that the Province has access to the records and documents wherever they are located;

(b) coordinating access with any Third Party;

(c) assisting the Province to copy the records and documents;

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

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

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

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

A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada

and the Province may:

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

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

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

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

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

A.8.0 COMMUNICATIONS REQUIREMENTS

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

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

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

(a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;

(b) any damage to or loss or destruction of property of, any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

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

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

(a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;

(b) any damage to, or loss or destruction of, property of any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

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

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

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

A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

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

A.10.0 INSURANCE

A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate

insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than $2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

(a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

(a) provide to the Province, either:

(i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or

(ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

(b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

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

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

(a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;

(b) cancel all further instalments of Funds; and

(c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

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

A.12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

(a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;

(b) failing to use or spend Funds in accordance with the terms of the Agreement;

(c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);

(d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(f) the Recipient ceases to operate.

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

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further instalments of Funds;

(f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;

(i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

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

(a) the particulars of the Event of Default; and

(b) the Remedial Period.

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

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

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

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

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

A.13.0 FUNDS UPON EXPIRY

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

A.14.0 DEBT DUE AND PAYMENT

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

(a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

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

(a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or

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

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

A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.

A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

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

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, or courier; and

(c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

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

(a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and

(b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

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

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

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

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

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

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

A.18.0 WAIVER

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

obligation under the Agreement.

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

(a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

(b) apply only to the specific obligation referred to in the waiver.

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

A.19.0 INDEPENDENT PARTIES

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

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

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

(a) the Recipient’s successors and permitted assigns; and

(b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the

Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

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

(a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

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

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1, for a period extending 90 Business Days beyond the Terms, sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

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

(a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

(b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:

(i) *Canadian Environmental Assessment Act, 2012*;

(ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

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

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

(a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

(b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:

(i) Aboriginal Communities have been notified and, if applicable, consulted;

(ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

(iii) the Recipient is carrying out accommodation measures, where appropriate; and

(iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

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

A.29.0 COMMITTEE

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

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

A.30.0 DISPUTE RESOLUTION

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

A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.

A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.

A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.

A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

(a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

(i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;

(ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);

(iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and

(iv) any other Reports requested by the Province in the format specified.

(b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,

(i) the Recipient having provided to the satisfaction of the Province with written confirmation that:

a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;

b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and

c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and

(ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

(c) where the Recipient is a municipality, the Recipient having submitted to the

satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter annually on or before a date provided by the Province, until the Project reaches Substantial Completion.

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

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE "B"
SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

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

B.2.0 MAXIMUM FUNDS

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

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	**Address:** Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3 Attention: Manager, Program Delivery Unit **Email:** ICIPculture@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Position:** Manager of Ops. & Facilities **Address:** 320 Portage Avenue, Fort Frances, Ontario P9A3P9 **Email:** trob@fortfrances.ca

[SCHEDULE "C" - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS FOLLOWS]

SCHEDULE "C"
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 **Project Description.** The Project, Revitalization of the Fort Frances Memorial Sports Centre., will:

The project will rehabilitate and revitalize the Memorial Sports Centre in Fort Frances, Ontario.

The work will involve the replacement of the roof, installation of a new sprinkler system over one ice surface, pool renovations, upgrades to the HVAC, power supply, ice plant controls and dehumidifier, new squash court floors, new flooring throughout the facility as required, purchase of a replacement Zamboni, miscellaneous concrete repairs, new auditorium entrance flooring, enhanced surveillance and security through upgrades to the IT network upgrades, and furnace replacements.

The project will enable the Memorial Sports Centre to increase the quality of the recreational infrastructure by making improvements throughout the facility which will improve the user experience for many more years.

C.2.0 FINANCIAL INFORMATION

C.2.1 **Total Eligible Expenditures.** Total Eligible Expenditures means **$5,251,800.00** rounded to two decimal places.

C.2.2 **Ontario's Maximum Contribution.** Ontario's Maximum Contribution means **$1,666,396.14**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 **Canada's Maximum Contribution.** Canada's Maximum Contribution means **$1,999,885.44**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 **Percentage of Provincial Support.** Percentage of Provincial Support means **31.73%,** rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 **Percentage of Federal Support.** Percentage of Federal Support means **38.08%,** rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 **Federal Approval Date.** Federal approval date means **February 24, 2021**.

C.4.0 PROJECT STANDARDS

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

(a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

(b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.5.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE "D"
REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

(a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be prescribed by the Province. The Recipient will:

(i) submit to the Province, up and until the Final Payment has been made pursuant to Schedule J (Request for Payment and Payment Procedures), Progress Reports in each calendar year on or before:

a. For 2021: September 1
b. For 2022: March 1, September 1
c. For 2023: March 1, September 1
d. For 2024: March 1, September 1

(ii) ensure that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project:

a. Canada's and the Province's respective forecasted contributions to the Project by Funding Year;
b. the construction start date and the construction end date (forecasted and actual where applicable);
c. the percentage of the Project that has been completed;
d. risks and mitigation strategies;
e. confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
f. confirmation that all required signage for the Project has been installed.

(b) **Claim Reports.** Other than for the Final Payment, once per year, the Recipient will submit a request for payment for Eligible Expenditures in respect of the Project to the Province that is in a format to be prescribed by the Province. The request for payment must be submitted by an authorized representative of the Recipient.

Subject to any other information the Province, at its discretion, may require from time to time, a request for payment shall include:

(i) a detailed breakdown of invoices that are being claimed for reimbursement; and
(ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

(c) **Reporting Requirements at Project Substantial Completion**. Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
  (i) a declaration of project Substantial Completion;
  (ii) a final Progress Report that includes a summary of the final timelines, costs, and outcomes (how the Project aligns with provincial and federal objectives);
  (iii) a Final Payment request, following the form and requirements set out in D1.1(b);
  (iv) a summary of any Communications Activities made for the Project; and,
  (v) a photograph of the Project

(d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 **Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 **Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

(a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
(b) the Project's progress or state of completion;
(c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
(d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
(e) the overall management and administration of the Project;
(f) recommendations for improvement or redress; and
(g) whether prompt and timely corrective action is taken on prior audit findings.

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

SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province's and Canada's sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm's length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

(a) The incremental costs of the Recipient's staff or employees provided that:
   (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
   (ii) The arrangement is approved in advance in writing by the Province and Canada.

(b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and

(c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

(a) Costs incurred prior to the Federal Approval Date;

(b) Costs incurred after March 31, 2027;

(c) All expenditures related to Contracts signed prior to the Federal Approval Date;

(d) Costs incurred for terminated or cancelled Projects;

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

(u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

(v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;

(w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.

(x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;

(y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);

(z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and

(aa) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE "F"
EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

F.1.1 **Recipient's Participation in Project and ICIP Evaluations**. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

F.1.2 **Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient's Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE "G" – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE "G"
COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

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

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

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

(b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

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

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

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

G.3.0 GUIDING PRINCIPLES

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

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

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of the Province's and Canada's Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province's and Canada's contribution or the Total Financial Assistance, or both, received in respect of the Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

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

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.

G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.

G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

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

G.7.0 MEDIA RELATIONS

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

G.8.0 SIGNAGE

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

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

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

(a) on the marker, recognize the Province's and Canada's contributions; and

(b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

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

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

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

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of

repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

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

G.10.0 ADVERTISING CAMPAIGNS

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

[SCHEDULE "H" – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE "H"
DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

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

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

H.2.0 DISPOSAL OF ASSETS

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

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

[SCHEDULE "I" – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE "I"
ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

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

"Aboriginal Community", also known as "Aboriginal Group", includes First Nation, Métis, and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan").

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

(a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and

(b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

(a) of contact by Aboriginal Communities regarding the Project; or

(b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]

SCHEDULE "J"
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

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

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

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

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

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b), the Recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures, including the Final Payment request, in respect of the Project to the Province in accordance with, and on the frequency as indicated in Schedule "D" (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.4.0 PAYMENTS OF FUNDS

J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient's incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule "C".

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

(a) the conditions set out in paragraph A.4.2(c) of Schedule "A";

(b) the special conditions listed in Article A.31.0 of Schedule "A" (Special Conditions);

(c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;

(d) compliance with all applicable audit requirements under the Agreement; and

(e) applicable communications requirements, as set out Schedule "G" (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of the Project's Substantial Completion, or on or before March 31, 2027, whichever is earlier.

J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after:

(a) 60 Business Days following the Substantial Completion of the project; or,
(b) March 31, 2027

whichever is earlier.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

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

J.7.0 HOLDBACK

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

J.8.0 FINAL PAYMENT

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

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE "K"
COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

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

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

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

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

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

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

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 **Rules of Committee.** The Committee will:

(a) meet at least two times a year, and at other times at the request of a co-chair; and

(b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

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

K.4.0 COMMITTEE MANDATE

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

(a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;

(b) acting as a forum to resolve potential issues or disputes and address concerns;

(c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;

(d) approving and ensuring audit plans are carried out as per the Agreement;

(e) establishing sub-committees as needed;

(f) at the request of the Province, reviewing requests for payments; and

(g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

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

(a) the co-chairs will be the only voting members on the Committee; and

(b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

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

(a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;

(b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

(c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;

(d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;

(e) promptly inform the Committee of all proposed changes in respect of the Project; and

(f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

September 8, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Entering into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario for Municipal Modernization Funding.

On June 30, 2021 the Town was notified that we were successful in receiving $55,000.00 of funding through the Municipal Modernization Program which we had applied for to offset costs related to the study of the Memorial Ice Plants to find efficiencies.

The Town budgeted $40,000.00 for this study in 2021 and on June 14th the work was awarded to Stantec at a total cost of $24,425.00. Work is well under way, and we are anticipating a report in draft shortly.

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

1. The Town of Fort Frances enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing under the Municipal Modernization Program and,
2. That an authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.

Respectfully Submitted

Travis Rob, P.Eng

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

1. **The Town of Fort Frances enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing under the Municipal Modernization Program and,**
2. **That an authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.**

Manager of Operations and Facilities

Innovation, Science and Economic Development Canada | Innovation, Sciences et Développement économique Canada

August 6, 2021

PROJECT NO. 851- 513622

NORTHERN ONTARIO DEVELOPMENT PROGRAM

REGIONAL AIR TRANSPORTATION INITIATIVE

CONTRIBUTION AGREEMENT

Between:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And:

THE CORPORATION OF THE TOWN OF FORT FRANCES

Canada

PROTECTED B

PROJECT NO. 851- 513622

CONTRIBUTION AGREEMENT UNDER THE

NORTHERN ONTARIO DEVELOPMENT PROGRAM

REGIONAL AIR TRANSPORTATION INITIATIVE

This **Contribution Agreement** is made

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("**Her Majesty**"), hereby represented by the Minister of Economic Development and Official Languages ("Minister")

AND:

THE CORPORATION OF THE TOWN OF FORT FRANCES incorporated under the laws of Ontario having its head office located at 320 Portage Ave., Fort Frances, ON P9A 3P9 ("**Recipient**")

RECITALS

WHEREAS the Government of Canada established the Regional Air Transportation Initiative ("Program") to reinstate and maintain regional air routes and air connectivity access impacted by the COVID-19 pandemic;

WHEREAS the Recipient has applied for funding;

WHEREAS the Minister has determined that the Recipient is eligible for funding under the Program and that the Project (as defined below) qualifies for support under the Program;

AND WHEREAS the Minister has agreed to provide a non-repayable contribution to the Recipient to support the Project;

NOW THEREFORE, in consideration of the foregoing principles and their respective obligations set out below, the Parties hereto agree as follows:

1. INTERPRETATION

1.1. Definitions

In addition to those terms defined in Schedule A– *Statement of Work*, the recitals and elsewhere in this Agreement, a capitalized term in this Agreement has the meaning given to it in this section. Unless otherwise specified in the Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.

a) **"Agreement"** means this contribution agreement and all schedules attached hereto, as may be amended, supplemented or restated from time to time.

b) **"Assessment of Risk"** means the level of risk determined pursuant to the Minister's evaluation of the Recipient's and the Project's risk, which is undertaken from time to time using the Minister's then-current risk framework.

c) **"Business Day"** means any day other than a Saturday, Sunday and Canadian statutory holiday to which the Recipient is subject.

d) **"Contribution"** means the funding provided by the Minister to the Eligible Costs pursuant to the terms and conditions of this Agreement, in the amount set out in section 3.1.

e) **"Date of Acceptance"** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

f) **"Eligible Activities**" means those eligible activities set out in the Schedule B – *Eligible and Ineligible Activities and Related Information.*

g) **"Eligibility Date"** means the Project Start Date.

h) **"Eligible Costs"** means those Project costs incurred by the Recipient that meet the criteria set out in the Schedule B – *Eligible and Ineligible Activities and Related Information*.

i) **"Eligible and Supported Costs"** means Eligible Costs on which the contribution will be paid.

j) **"Fair Market Value"** means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arm's length, who are fully informed and not under any compulsion to transact.

k) **"Final Results Report"** means the report prepared in accordance with Schedule C – *Reporting Requirements*.

l) **"Fiscal Year"** means the period beginning April 1st in any year and ending March 31st of the following year.

m) **"Ineligible Costs"** means those costs relating to the Project that are not eligible for funding, as set out in Schedule B – *Eligible & Ineligible Activities and Related Information.*

n) **"Interest Rate"** means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations,* in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for a given month can be found at: http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html.

o) **"Material Change"** is a significant change in the scope, timing, objectives, outcomes or benefits of the Project including without limitation, the following:

   i) The Project is not completed or not expected to be completed by the Project Completion Date;

   ii) the total estimated Eligible Costs set out in the Project Budget are expected to be reduced or are expected to be exceeded by twenty percent (20%) or more; or

   iii) a change in the locations where the Project is to be performed as identified in Schedule A - *Statement of Work*;

p) "**Minister"** means the Minister of Economic Development and Official Languages and any other person, duly authorized to act on his or her behalf.

q) **"Overpayment"** means an amount paid by the Minister as part of the Contribution or which is treated as such pursuant to the terms and conditions of this Agreement, which the Recipient is not entitled to according to the terms of this Agreement and which is recoverable by the Minister in accordance with section 5.8.

r) **"Party"** means the Minister or the Recipient, as the case may be, and **"Parties**" means the Minister and the Recipient.

s) **"Program"** has the meaning set out in the recitals.

t) **"Project"** means the activities carried out by the Recipient described in Schedule A – *Statement of Work*.

u) **"Project Costs"** means the aggregate of all Eligible Costs and Ineligible Costs for the Project, as set out in Schedule A - *Statement of Work*.

v) **"Project Completion"** means the point at which all components of the Project are completed in accordance with the specifications set out in Schedule A - *Statement of Work*.

w) **"Project Completion Date"** means March 31, 2022

x) **"Project Start Date"** means April 1, 2020

y) **"Third Party"** means any legal entity, individual, partnership or organization, other than a Recipient and Her Majesty.

z) **"Schedule"** means a schedule to this Agreement.

1.2. Entirety of Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all previous documents, discussions, negotiations, provisions, undertakings or arrangements in relation to the subject matter of this Agreement. If any inconsistency exists between the Schedules and the sections of this Agreement, the sections of this Agreement take precedence.

1.3. Term

The Agreement shall come into force as of the Date of Acceptance and, subject to section 1.5 will terminate:

(a) twelve (12) months after the earlier of:
  i) the Project Completion to the satisfaction of the Minister; or
  ii) the Project Completion Date.

(b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.4. Schedules

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

a) Schedule A – Statement of Work

b) Schedule B – Eligible and Ineligible Activities and Related Information

c) Schedule C – Reporting Requirements

The following Annexes are attached to, and forms part of, Schedule C:

Annex C-1 – Claim Summary/Advance Form

Annex C-2 – RATI Cost Forecast

Annex C-3 - Final Statement and Detailed Transaction Listing

1.5. Survival

Notwithstanding anything else in this Agreement, the following rights and obligations shall survive the expiration or early termination of this Agreement for a period of six (6) years:

Section 3.4 Other Government Financial Support
Section 5.8 Overpayment
Section 8 Default and Recovery
Section 9 Audit and Evaluation
Section 10 Information Management, Retention and Access
Section 13 Representations, Warranties and Additional Covenants
Section 14 Indemnification and Limitation of Liability
Section 16 General Provisions

1.6. Headings

The headings used in this Agreement are inserted for convenience of reference only, and shall not affect its interpretation.

2. PURPOSE

2.1. Purpose of the Contribution

The purpose of the Contribution is to provide financial assistance to the Recipient solely for the purpose of carrying out the Project, in accordance with the terms and conditions set forth in this Agreement. The Recipient agrees to use the Contribution solely for this purpose.

3. CONTRIBUTION AND PROJECT BUDGET

3.1. Contribution by the Minister

a) Subject to the terms and conditions of this Agreement, and the limitations as set out in paragraph (b), the Minister will make a non-repayable contribution to the Recipient in respect of the Project, in an amount not exceeding the lesser of:

   i) 100 percent of the total Eligible and Supported Costs of the Project; and
   ii) $ 225,705.

b) Payment of the Contribution will be made at the Minister's discretion, which shall not be unreasonably withheld, and will be subject to all terms and conditions of this Agreement.

c) The Parties acknowledge that the Minister's role with respect to the Project will be limited to making a financial contribution to the Recipient in respect of the Project, and that the Minister shall have no involvement in the management or operation of the Project. The Minister is neither a decision-maker nor an advisor in respect of the Project.

3.2. Budgeting and Allocation of Contribution

The Minister will not contribute to any Eligible Costs that are incurred prior to the Eligibility Date or after the Project Completion Date. All costs incurred before the Eligibility Date will be deemed ineligible.

3.3. Appropriations

Any payment by the Minister under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made; and to cancellation or reduction in the event that departmental funding levels are changed by Parliament. If the Minister is prevented from disbursing the full amount of the Contribution due to a lack or reduction of appropriation or departmental funding levels, the Minister and Recipient agree to review the effects of such a shortfall in the Contribution on the implementation of this Agreement.

3.4. Other Government Financial Support

3.4.1 The Recipient confirms that, in addition to the Contribution, it has received or has been approved to receive the following federal, provincial / territorial, or municipal government ("Government") financial assistance for the Project:

Federal:	$0
Provincial:	$0
Municipal:	$0
Total:	**$0**

The Recipient confirms that it has not requested nor received any Government financial assistance for the Project, other than as described above.

3.4.2 The Recipient agrees that, for the purposes of this section, Government financial assistance includes, and may not be limited to any grants, contributions, implicit subsidies, forgivable loans, investment tax credits and any other tax credits available to the Recipient in respect of the Project.

3.4.3 In no event will the total Government financial assistance towards the total Eligible Costs be allowed to exceed one hundred per cent (100%) of the Eligible Costs.

3.4.4 The Recipient agrees to promptly notify the Minister, within fifteen (15) Business Days, in the event that any Government financial assistance related to the Project, other than as described above is approved, or provided during the term of this Agreement. The Recipient acknowledges and agrees that, at the Minister's sole discretion, the amount of the Contribution may be reduced the extent of any additional Government financial assistance, or the Minister may require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment..

3.5. Other Financial Support

The Recipient agrees to promptly notify the Minister, within fifteen (15) Business Days, in the event that any other financial assistance related to the Project, other than Government assistance set out in section 3.4, is approved or provided during the term of this Agreement. The Recipient acknowledges and agrees that, at the Minister's sole discretion, the amount of the Contribution may be reduced to the extent of any additional financial assistance, or the Minister may require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment.

4. OBLIGATIONS OF THE PARTIES

4.1. The Minister's General Obligations

The Minister will be responsible for disbursing the Contribution pursuant to the terms and conditions of this Agreement. The Minister may provide guidance, information and reporting templates, where practical, to assist the Recipient with the preparation of reports and claims required under this Agreement.

4.2. Project Commitments by the Recipient

The Recipient covenants and agrees to complete the Project in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Recipient shall:

a) carry out the Project, as described in Schedule A – *Statement of Work*, in a diligent, timely and professional manner and in general compliance with the Project Costs;

b) complete the Project no later than the Project Completion Date*;*

c) subject to the Minister's commitment in section 3.1, allocate the Contribution toward certain Eligible Costs, be responsible for all Project Costs, including costs incurred in excess of the Project Costs specified in Schedule A – *Statement of Work*, if any;

d) ensure that all goods and services, the cost of which are being contributed to by the Minister under this Agreement, will be purchased or acquired at competitive prices that are no greater than Fair Market Value after deducting all trade discounts and similar items;

e) assume full responsibility at all times for the Project and all matters arising therefrom, as per appropriate standards; and

f) when awarding contracts or hiring personnel for the Project, use a fair and competitive or otherwise justifiable and generally accepted sound business process that results in competent and qualified contractors and/or personnel working on the Project.

5. CLAIMS AND PAYMENTS

5.1. Payment of Claims

5.1.1 The Recipient shall submit claims for reimbursement of Eligible and Supported Costs and the Minister will pay the Contribution in respect of Eligible and Supported Costs incurred, provided that the Recipient is not in default hereunder.

a) Claims will be submitted electronically using forms prescribed by the Minister as set out in Annex C-1 of Schedule C – *Reporting Requirements*;

b) Subsequent/final claims will be accompanied by an itemized summary of Eligible and Supported Costs being claimed which have been incurred by the Recipient and which will be substantiated by such documentation, as may be required by the Minister as set out in Annex C-2 and Annex C-3 of Schedule C;

c) Subsequent/final claims will be accompanied by details of funding sources for the Project, including amounts received or receivable, during the claim period and during the relevant Fiscal Year to date.

5.2. Requests for Advance Payments

5.2.1 Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs payable under this agreement, the Minister may, at his/her sole discretion, pay to the Recipient an initial advance. If the Minister elects to make an advance payment to the Recipient, the Minister will determine the amount of the advance to be paid in accordance with his/her customary payment practices based on the Assessment of Risk of the Contribution and upon receipt of the Recipient's forecasted cash flow requirements in the form set out in Annex C-1 and Annex C-2 of Schedule C of this Agreement.

5.2.2 The Minister shall determine the relevant advance period not to exceed twelve (12) months prior to making any advance payment of a portion of the Contribution, using the then-current Assessment of Risk. The advance payment will not exceed the immediate cash requirements of the Recipient for that period and will take into account any holdback that may be applied.

5.2.3 The Recipient shall provide and accounting for advances, both expended and unspent, within thirty (30) days of the end of each advance period through the submission of a report detailing the actual amounts of Eligible and Supported Costs incurred during the advance period.

5.2.4 The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse Her Majesty any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

5.3. Final Claim for Reimbursement of Eligible and Supported Costs

The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than forty five (45) days after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date. The final claim will, in addition to the requirements set out in section 5.1, be accompanied by the following documents, prepared to the Minister's satisfaction:

a) a final statement of total Project costs;

b) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;

c) a Final Activity Report on the Project;

d) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes; and

e) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.

5.4. Payment Procedure

5.4.1 The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

5.4.2 Subject to the maximum Contribution amount set forth in subsection 3.1(a) and all other conditions set forth in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible Costs supported by the Contribution set forth in the Recipient's claim, in accordance with the Minister's customary payment practices.

5.4.3 All requests for payment by the Recipient shall be accompanied by any other information, explanations and/or documentation related to the Project and/or in support of the claim as may be requested by the Minister, from time to time.

5.4.4 The Minister may require that any claim submitted for payment of any amount of the Contribution be certified by the Recipient's external auditors or by an auditor approved by the Minister.

5.5. Final Adjustments

After the final claim has been received, to the Minister's satisfaction, the Minister will carry out a final review and reconciliation of all claims and payments made in respect of the Project and, at the Minister's sole discretion, the Minister may conduct an audit as provided in section 9.1. Upon completion of such review and/or audit to the Minister's satisfaction, the Minister will make any final adjustments required in these circumstances. If the amount of the Contribution that has been paid to the Recipient exceeds the total amount which the Recipient is entitled to receive under this Agreement, the Minister shall so advise the Recipient and such amount will be deemed an Overpayment.

5.6. Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's discretion, withhold an amount of the Contribution from the total amount of Eligible and Supported Costs claimed at any point in time. The Minister shall determine the percentage of the holdback based on the amounts of the Contribution, as set out in the Project Budget, and using the then-current Assessment of Risk. The Minister may adjust the percentage of holdback during the term of the Agreement. The Minister shall release the holdback upon the Minister's receipt and acceptance of all deliverables and reports required under this Agreement and after the final adjustment under section 5.5 has been completed to the Minister's satisfaction.

5.7. Proceeds or Income Earned

The Recipient shall report all proceeds or any income (not including income from operations), including interest earned, on the Contribution, including advance payments. Such proceeds, income or interest may, at the Minister's discretion, be applied to reduce the amount of the Contribution to be disbursed under this Agreement or alternatively may be treated as an Overpayment.

5.8. Overpayment

The Recipient agrees to repay Her Majesty any amount which constitutes an Overpayment and until such Overpayment is repaid, it will constitute a debt due to Her Majesty. At the Minister's discretion, the Minister may deduct any Overpayment from subsequent payments of the Contribution, from the amount withheld as a holdback or, if the Overpayment is determined in or after the final Fiscal Year, the Recipient shall repay the amount within thirty (30) days of receiving written notification by the Minister. Interest on the Overpayment will be charged at the Interest Rate and be due and payable upon any amount of the Overpayment not repaid after thirty (30) days of receipt of written notice in accordance with the *Interest and Administrative Charges Regulations.*

5.9. Payable at Year End (PAYE) Set-Up

On or before the end of each Fiscal Year, the Recipient shall provide the Minister a form ("PAYE form") prescribed by the Minister completed and certified by the Recipient with a year-end estimate of the Contribution amount that will be requested for reimbursement of Eligible and Supported Costs incurred or to be incurred up to March 31st of the current Fiscal Year so that funds for that Fiscal Year can be set-aside for the reimbursement of Eligible and Supported Costs incurred for that year.

The Minister may require that all PAYE forms be accompanied by any other information, explanation and/or documentation related to the Project and/or related to the year-end estimate of the Eligible and Supported Costs and/or estimated Contribution amount.

5.10. Aboriginal Consultation

The Recipient acknowledges that Her Majesty's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

6. RESULTS AND FINANCIAL REPORTING

6.1. Final Results Report

The Recipient shall provide to the Minister a *Final Results Report* as described in Schedule C – *Reporting Requirements*, to the Minister's satisfaction, no later than forty five (45) days following the Project Completion Date, and using the form prescribed by the Minister.

6.2. Financial Statements

The Recipient agrees to provide the Minister, a copy of the Recipient's independently prepared audited annual financial statements (or if none is available unaudited annual financial statements) within one hundred and twenty (120) days of the Recipient's fiscal year end for the duration of this project.

6.3. Supplementary Information

The Minister may, at any time, request supplementary information relating to any aspect of the Project, including but not limited to, financial management, expenditures, funding and investments, performance measurement.

7. COMPLIANCE WITH LEGISLATION, POLICIES AND REGULATIONS

7.1. Compliance with Laws

The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees.

7.2. Environmental Assessments

The Recipient represents that the Project is not a “designated project” as defined in the *Canadian Impact Assessment Act*, S.C. 2019, c. 28, s. 1 (IAA) and that an impact assessment (IA) or a determination under section 82 of IAA, are not required for the Project.

8. DEFAULT AND RECOVERY

8.1. Default

The Minister may declare that an event of default has occurred if:

a) the Recipient neglects or fails to pay to her Majesty any amount due in accordance with this Agreement;

b) the Project is not completed to the Minister’s satisfaction by the Project Completion Date or the Project is abandoned in whole or in part;

c) the Recipient is insolvent, adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

d) an order is made which is not being contested or appealed by the Recipient or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;

e) a representation, warranty or material statement contained herein or in any application or certificate, document or report delivered to the Minister hereunder or in connection therewith is at any time incorrect, false or misleading;

f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;

g) the Recipient fails to comply with the monitoring, audit and evaluation requirements, specified in this Agreement;

h) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;

i) the Recipient makes a materially false or misleading statement concerning support by Her Majesty in any internal and/or public communication, other than in good faith; or

j) the Project is carried out at locations, other than those mentioned in Schedule A - *Statement of Work*.

8.2. Notice and Rectification Period

Except in the case of a default under 8.1 (c) or (d) or (f), the Minister will not declare that an event of default has occurred unless it has given written notice to the Recipient of the occurrence which, in the Minister’s opinion, constitutes an event of default and the Recipient fails, within thirty (30) days of receipt of the notice, either to correct the condition or event or demonstrates, to the satisfaction of the Minister that it has taken such steps as are necessary to correct the condition.

8.3. Remedies

If the Minister declares that an event of default has occurred, the Minister may exercise any one or more of the following remedies, in addition to any other remedies available at law or equity:

a) suspend any obligation by the Minister to make a payment under this Agreement, including any obligation to pay any amount owing prior to the date of such suspension;

b) terminate this Agreement, including any obligation by the Minister to make any payment under this Agreement, including any amount owing prior to the date of such termination; or

c) require the Recipient to repay Her Majesty all or part of the Contribution paid by the Minister to the Recipient, together with interest from the day of demand at the Interest Rate.

8.4. Non-Waiver

Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing, the Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

8.5. Policy Objective

The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from public monies, and that the amount of damages sustained by Her Majesty in an event of default is difficult to ascertain and therefore that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies provided for in this Agreement and to do so in the manner provided for in this Agreement, if an event of default occurs.

9. AUDIT AND EVALUATION

9.1. Recipient Audit

The Recipient agrees that the Minister may conduct periodic audits of the Recipient's compliance with the terms and conditions of this Agreement, including without limitation, compliance with the financial provisions. The Recipient will, at its own expense, preserve and make available for audit and examination by the Minister all books, accounts and records of the Project, the Recipient's administrative, financial and claim processes and procedures, and any other information necessary. The Minister will have the right to conduct such audits at the Minister's expense as the Minister considers necessary using internal audit staff or auditors selected by the Minister. The Recipient will make the necessary contractual arrangements with Third Parties to provide the Minister with similar audit rights in respect of those Third Parties.

Where the report of an audit conducted pursuant to this section identifies any deficiencies, or provides recommendations for improvements or redress, the Recipient shall, within sixty (60) days of receiving such report, implement timely corrective actions in respect of such findings or recommendations, and report back to the Minister.

9.2. Program Evaluation

The Minister may engage in an evaluation of the Program for the purposes of assessing its relevance and impact. The Recipient shall assist the Minister to perform any such evaluation.

9.3. Auditor General Rights

The Recipient acknowledges that, pursuant to subsection 7.1 (1) of the *Auditor General Act,* the Auditor General of Canada may, at the Auditor General's own cost, conduct an inquiry respecting the Recipient's compliance with the terms and conditions of this Agreement or an inquiry into the Recipient's procedures to measure and report on performance with respect to this Agreement.

For the purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner:

a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement or the use of the funds provided under this Agreement;

b) all relevant information, as may reasonably be required to undertake a performance audit of the Program; and

c) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the use of the funds provided under this Agreement.

The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.

9.4. Audits and Evaluations Carried Out by the Recipient.

Upon request, the Recipient shall provide the Minister with a copy of the report of any audit, evaluation or review carried out by the Recipient, related to the Project or the use of the Contribution.

10. INFORMATION MANAGEMENT, RETENTION AND ACCESS

10.1. Records Retention and Access

The Recipient shall keep and maintain books of account and other records in which all receipts, disbursements, costs and activities in relation to the Project are recorded in a segregated fashion, and in a manner which shall demonstrate the application of the Contribution received from the Minister to reimburse Eligible and Supported Costs. The Recipient shall establish and maintain sound financial and management practices that will ensure the Contribution is expended in accordance with the terms and conditions of this Agreement.

10.2. Access to Premises

The Recipient shall provide the Minister reasonable access to the Recipient's premises and those of any Third Parties, and any premises where the Project is being carried out in order to review Project records and assess the progress of the Project and the Recipient's compliance with the terms and conditions of this Agreement.

10.3. Disclosure

Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives A*ct of Canada, and sections 10.4, 10.6 and 11 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties. Notwithstanding the foregoing, the Minister may publicly disclose the Recipient's name, the amount of the Contribution, a description of the nature of the Project, the date and value of this Agreement or any subsequent amendment, amounts advanced or paid for the reimbursement of Eligible and Supported Costs.

Notwithstanding the foregoing, the Recipient waives any confidentiality rights to the extent such rights would impede Her Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which Her Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of Her Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.

10.4. Information Sharing

The Recipient acknowledges that, in order to ensure efficiencies and effectiveness in the implementation, and administration of the Program, the Minister may collect and share with other federal departments and Governments who are providing funding for the Project, Recipient information for purposes that include, but are not limited to, the use of such information in the auditing, assessment, analysis and evaluation of the Recipient; the Recipient's performance of its contractual obligations, and, the Project and this Agreement. The Recipient hereby consents to the sharing of Recipient information for these purposes.

10.5. Confidentiality

The Recipient represents that any information which the Recipient has obtained in confidence from any Third Party, or any personal information contained in any records, information, audit and evaluation and other reports provided to the Minister under the terms of this Agreement, was obtained with the consent of the Third Party or individual consent. Any information containing such personal information or Third Party confidential information will be marked as "confidential". The Minister shall ensure that any disclosure respects all legal requirements relating to personal information and Third Party confidential information.

10.6. Financing, Licensing and Subcontracting

The Minister hereby consents to the Recipient disclosing this Agreement, and any portion or summary thereof, for any of the following purposes:

a) securing additional funding; or

b) ensuring that Third Parties, all agents, contractors and subcontractors of the Recipient agree to provide the Minister and the Auditor General with access to their records and premises.

11. PUBLIC COMMUNICATION

11.1. Public Dissemination

The Minister has the right to release to the public, table before Parliament and publish by any means, any reports and other information the Minister has the right to receive or to produce in accordance with this Agreement (hereinafter referred to as "Information") as well as such excerpts or summaries of the Information as the Minister may, from time to time, decide.

11.2. Public Recognition

The Recipient shall, in all public communications (including but not limited to web sites, publications, news releases, presentations, annual reports, on-site signage) acknowledge the financial support of the Minister in a form that is satisfactory to the Minister. Acknowledgement of the Minister's support to the Recipient will be in accordance with the Communications Requirements on the FedNor website: www.fednor.gc.ca The Recipient also agrees to limit the acknowledgement to applications agreed upon by the Minister and to terminate the acknowledgement upon request of the Minister.

11.3. Public Announcement

The Recipient shall give reasonable prior notice to the Minister of a proposed public announcement or ceremony relating to the Project. The Minister, or his/her designated representative, will be invited to participate in such announcement or ceremony to take place where possible at a mutually agreed date. Where the Minister or his/her representative wishes to participate in such an announcement or ceremony, the Recipient shall cooperate with the representative in respect of such announcement or ceremony.

12. OFFICIAL LANGUAGES

The Recipient may carry out the Project in the official language of the Recipient's choice.

13. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

13.1. Representations and Warranties

The Recipient represents and warrants that:

a) no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public;

b) the Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Sector,* the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation;

c) it has not paid, nor agreed to pay nor will it pay or agree to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;

d) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*;

e) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*;

f) it is duly incorporated and in good standing under the laws of the Province of Ontario and is in good standing under the laws of each jurisdiction in which it is required to be registered;

g) it has the requisite power and authority, and has met all legal requirements, necessary to carry on its business, to hold property, and to enter into, deliver and perform this Agreement;

h) the entering into, delivery and performance of this Agreement, and its execution by the undersigned signatory, have been duly and validly authorized and when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation of the Recipient enforceable in accordance with its terms;

i) the execution and delivery of this Agreement, and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

   i) violate any provisions of the Recipient's by-laws, any other governance document subscribed to by the Recipient, or any resolution of the Recipient;

   ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or

   iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound;

j) it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement;

k) it has acquired property and general liability insurance that is consistent with the level of risk exposure associated with the Project; and

l) it did not commence the Project prior to the Project Start Date.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event that a representation and warranty is determined to be untrue or incorrect at the time that it was made, the Minister may exercise the remedies set out in section 8.3.

13.2. Additional Covenants

In addition to its other covenants and obligations in this Agreement, the Recipient covenants and agrees to:

a) take all necessary action to maintain itself in good standing with respect to all legal requirements necessary to hold property, and to carry out the Project and perform all obligations under this Agreement, and to preserve its legal capacity, during the term of this Agreement;

b) promptly inform the Minister forthwith of any fact or event that would or might compromise the Project or prevent compliance with this Agreement, including but not limited to, any kind of harassment, abuse or discrimination in the workplace;

c) maintain and comply with all licenses, permits and registrations required or appropriate to conduct the Project; and

d) take measures conducive to creating a workplace free from harassment, abuse and discrimination of any kind.

13.3. Material Change

The Recipient shall not make a Material Change without the prior written consent of the Minister. Notice of a Material Change must be delivered promptly to the Minister and in no event later than fifteen (15) Business Days prior to the proposed Material Change.

13.4. Distributions

The Recipient shall not make any distributions to any affiliates, payout any shareholder loans, declare or pay dividends without the prior written consent of the Minister.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1. Indemnification

The Recipient shall at all times indemnify and save harmless, Her Majesty, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

a) the Project, its operation, conduct or any other aspect thereof;

b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a Third Party or its officers, employees, or agents;

c) the design, construction, operation, maintenance and repair of any part of the Project or,

d) any omission or other willful or negligent act or delay of the Recipient or a Third Party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

14.2. Liability

Her Majesty shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, Her Majesty shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient, regardless of however arising, whether in contract, tort, fiduciary duty, statute or otherwise.

Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

15. INTELLECTUAL PROPERTY

Title to intellectual property resulting from the Project will be determined by the Recipient's policy on intellectual property, and by applicable Canadian law.

16. TERMINATION

The Minister may terminate this Agreement at any time without cause upon not less than three (3) months written notice of the intention to terminate the Agreement to the other parties. In the event that the Agreement is terminated:

a) The Recipient shall make no further commitments in relation to the use of the Contribution and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and

b) The Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement, to the extent that it is established to the satisfaction of the Minister that the costs mentioned herein were actually incurred by the Recipient and are reasonable and properly attributable to the termination of the Agreement will be paid by the Minister.

17. GENERAL PROVISIONS

17.1. Transfer and Assignment

The Recipient will not transfer or assign this Agreement or any part thereof, or its rights, duties or obligations under this Agreement, without the prior written consent of the Minister and without a written irrevocable undertaking, representation and warranty from the transferee or assignee, as the case may be, in which the transferee or assignee agrees to comply with all terms and conditions of this Agreement. Any attempt by the Recipient to transfer or assign any part of this Agreement, or the rights, duties or obligations of this Agreement, without the Minister's express written consent is void.

17.2. Dispute Resolution

If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitration in accordance with the *Commercial Arbitration Code* set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act. Pending resolution, all payments and other obligations related to the issue in dispute will be suspended.

17.3. Disposition of Project Assets

The Recipient shall retain title to, and ownership of any assets, the cost of which has been contributed to by the Minister under this Agreement and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, unless:

a) the Recipient has obtained the prior written consent of the Minister, on such conditions as the Minister may determine; or

b) the asset was acquired at a cost less than $1,000; or

c) the asset is worn or outdated and is sold, transferred or disposed of in order to be replaced and the proceeds of sale of the asset are used for the acquisition of the replacement.

17.4. Debt due to Her Majesty

Any amount owed to Her Majesty under this Agreement will constitute a debt due to Her Majesty and will be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt within thirty (30) days of receiving written notification by the Minister.

Debts due to Her Majesty will accrue interest at the Interest Rate in accordance with the *Interest and Administrative Charges Regulations*. Interest shall be compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.

17.5. Set-Off

Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under any legislation or any agreements with Her Majesty at any time over the term of this Agreement and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.

17.6. Binding Effect

This Agreement is binding upon the Parties, their successors and permitted assignees.

17.7. Amendment

No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

17.8. No Agency

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and any Third Party. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of Her Majesty.

17.9. Severability

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

17.10. Tax

The Recipient acknowledges that financial assistance from government programs may have tax implications and that advice should be obtained from a qualified tax professional.

17.11. Notice

Any notice, information or document provided for under this Agreement may be delivered or sent by any pre-paid method, including regular or registered mail, courier, facsimile or email. Notice will be considered as received upon delivery by the courier or one (1) Business Day after being sent by facsimile or email, or five (5) Business Days after mailing provided that no message indicating that the notice was undeliverable is received. A Party may change its address below by notifying the other Party in writing.

Any notice to the Minister will be sent to:

FedNor (Innovation, Science and Economic Development)
Attn: Heather McKeown
Program Delivery
100 Park St., P.O. Box 1610
Kenora, ON
P9N 3W9
Email: heather.mckeown@ised-isde.gc.ca

Any notice to the Recipient will be sent to:

Mr. Rob Travis
Attn: Manager of Operations and Facilities, Town of Fort Frances
320 Portage Ave.,
Fort Frances, ON
P9A 3P9
Email: trob@fortfrances.ca

Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change will be deemed to take effect fifteen (15) days after receipt of such notice.

17.12. Applicable Laws

This Agreement will be interpreted in accordance with the laws of the Province of Ontario and laws of Canada applicable therein.

17.13. Counterparts

This Agreement may be signed in counterparts and such counterparts may be delivered by facsimile or by other acceptable electronic transmission, each of which when executed and delivered shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

18. ACCEPTANCE AND SIGNATURES

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within fifteen (15) days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representative:

PROJECT NO. 851- 513622

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister for Economic Development and Official Languages

Date: _____

Per: Duhaime, Stephanie

Digitally signed by Duhaime, Stephanie
Date: 2021.08.06 17:55:12 -04'00'

Name: Aime J. Dimatteo
Title: Director General, FedNor

THE CORPORATION OF THE TOWN OF FORT FRANCES

Date: _____

Per: _____

Name: _____

Title: _____

I have authority to bind The Corporation of the Town of Fort Frances

Date: _____

Per: _____

Name: _____

Title: _____

I have authority to bind The Corporation of the Town of Fort Frances

PROTECTED B

SCHEDULE A

STATEMENT OF WORK

The Corporation of the Town of Fort Frances

PROJECT DESCRIPTION:

The mitigation funding will be used for liquidity to bridge a financial gap caused by the pandemic until March 31, 2022.

The support is based on minimum operating costs required to maintain operations, deemed reasonable for the project to move forward, and not covered by other sources of funding.

PROJECT LOCATION: FORT FRANCES, ONTARIO

PROJECT START DATE: April 1, 2020

PROJECT COMPLETION DATE: March 31, 2022

PROJECT COSTS

Project Costs		**Financing**	
Eligible Costs		FedNor	$225,705
Supported	$225,705	Other Federal	$0
Not Supported	$0	Provincial	$0
Ineligible Costs	$0	Municipal	$0
		Financial Institutions	$0
		Applicant	$0
		Other	$0
Total	**$225,705**		**$225,705**

	Supported	**Not Supported**	**Total**
Eligible Costs			
Working Capital	$225,705	$0	$225,705
Total Eligible Costs	**$225,705**		**$225,705**
Ineligible Costs			
Not Applicable			$0
Total Ineligible Costs			**$0**
Total Project Costs			**$225,705**

OBJECTIVES AND EXPECTED RESULTS

Recognizing that regional air transport is a critical success factor to regional socio-economic development and well-being of communities, the Initiative will support projects that ultimately assist communities impacted by the decisions of national carriers to suspend and cut services in the short-term, and support conditions for ensuring the sustainability of regional air transport in the long-term. As such, the two objectives are to:

1) Contribute to maintaining and enhancing regional and local air carrier operations/services and related regional ecosystem connectivity. Support efforts to develop short-term economic opportunities to better serve the regions and the people who call them home by focusing on maintaining and restoring regional routes to the communities impacted by cuts, and;

2) Assistance for small regional airports (not to be overlapped with the supports from TC) to help them maintain services

Outcomes and Indicators

Outcomes of the Regional Air Transportation Initiative include:

- Associated regional air sector ecosystems and small and medium enterprises (SME) that adapt to new realities in order to better serve the socio-economic needs of the regions;
- Businesses and communities have reliable and affordable access to critical regional/local airport and air carrier operations and services; and
- Communities are economically diversified.

Indicators to measure success include:

- Number of jobs, in full-time equivalent (FTE), that will be maintained as a result of this project (including occupational category and industry sector);
- Number of businesses that will be maintained as a result of this project (including the sector in which they operate);
- Number of communities with air access maintained/restored;
- Number of air routes with service maintained/restored; and
- Passenger volumes on air routes maintained/restored.

SCHEDULE B

ELIGIBLE AND INELIGIBLE ACTIVITIES AND RELATED INFORMATION

1. GENERAL PRINCIPLE

The Eligible Costs shall be the direct costs which, in the opinion of the Minister, are reasonably and properly incurred or allocated, to the performance of the Project, less any applicable credits as defined below. These costs shall be determined in accordance with the Recipient's cost accounting system as accepted by the Minister and applied consistently over time. The cost accounting system should clearly establish an audit trail that supports all Eligible Costs claims, as described below.

2. ELIGIBLE ACTIVITIES

The primary goal of the Initiative is to ensure regional air routes and services are maintained and restored to the communities reliant on them for regional economic development such as business and economic development as well as tourism.

The RATI may support critical and continuing operations and services for certain regional airports (not already covered by supports announced or to be delivered through Transport Canada, namely, not for large sized airports), for instance:

- Operating costs (such as lease payments, salaries, and insurance); maintenance costs and reservation systems;
- Other airports-led projects can also be supported, such as putting in place measures to adapt to the new pandemic requirements, including protective equipment or digitalization of operations;
- Marketing support is excluded, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party;
- Enhanced customer experience or environmental improvements; and
- Support may be provided to air carrier/regional routes projects that involve eligible airports (except large-sized airports who do not qualify) only for the purposes of regional connectivity. For example, if a project includes costs incurred by an airport to adapt its services/infrastructure to accommodate the new regional route, those costs would be eligible.

3. ELIGIBLE COSTS

Eligible costs include those already eligible under current RDA program authorities modified for COVID-19, and include all costs deemed reasonable and necessary for carrying out eligible projects that contribute to achieving program objectives. Costs will be eligible on a retroactive basis as of April 1, 2020.

Funding can support up to 12 months of eligible costs over the two years. The support period could be split into 2 periods of time (i.e. October 2020 to March 2021 and October 2021 to March 2022).

Airport eligible costs include:

- Mortgage and/or commercial rent (if not eligible under Transport Canada's rent support program);
- Equipment rental or lease costs;
- Salaries and benefits (if not eligible for the Canada Emergency Wage Subsidy);
- Insurances;
- Bank interest/charges and loan payments;
- Property taxes;
- Utility costs;
- Materials and supplies;
- Office supplies; Cleaning supplies; Service contracts (e.g. janitorial, security, snow removal, etc.); Professional fees (operational costs only, e.g. audit costs);Maintenance costs;
- Vehicle operating expenses (e.g. EMS fleets, snow plows, etc.);

- Other aircraft servicing costs;
- Traffic service costs (e.g. processing baggage, cargo);
- Reservation systems (if applicable);
- Adaptation and additional measures (e.g. PPE and/or one time stabilization costs); and
- Other fixed overhead costs.

4. INELIGIBLE COSTS

Ineligible costs include those already specified under current program authorities, and will also include the following:

- Compensation for eligible recipients' revenue losses;
- Refinancing of an existing debt;
- Purchase of aircraft and/ or aircraft fuel;
- Capital costs;
- Land and building acquisition;
- Goodwill;
- Entertainment expenses;
- Salary bonuses and dividend payments;
- Allowance for interest on invested capital, bonds, debentures, and other debts;
- Losses on investments, bad debts and associated expenses;
- Other projects and contracts;
- Refinancing of existing debts;
- Amortization or depreciation of assets;
- Federal and provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit;
- Intermodal public transit projects;
- Provisions for contingencies;
- Lobbying activities or commissions paid to consultants to secure funding;
- Donations, dues and membership fees; and
- Marketing support is also deemed ineligible, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party.

Costs incurred prior to April 1, 2020 are ineligible.

5. GOODS AND SERVICES TAX OR HARMONIZED SALES TAX

Only that portion of the Goods and Services Tax or the Harmonized Sales Tax which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an Eligible Cost. Only that portion of the Provincial Sales Tax which is also not refundable by the respective provincial tax authority can be claimed as Eligible Cost.

6. REASONABLE COSTS

An Eligible and Supported Cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.

In determining the reasonableness of particular cost, consideration will be given to:

a) whether the cost is of a type generally recognized as normal and necessary for the conduct of the Recipient's business or performance of the Project;

b) the restraints and requirements of such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations and Agreement terms;

c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;

d) significant deviations from the established practices of the Recipient which may unjustifiably increase the Eligible Costs; and

e) the specifications, delivery schedule and quality requirements of the particular Project as they affect costs.

Eligible and Supported Costs claimed must reflect actual costs incurred by the Recipient and not include any allocation for profit (i.e. mark-up) or any allocation of general and administrative expenses.

7. CALCULATION OF DIRECT LABOUR COSTS

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employee benefits (CPP, EI, holidays, vacation, etc.) not exceeding 20% of direct labour costs may be claimed without supporting documentation. If employee benefits being claimed as costs incurred in support of the Project exceed 20% of direct labour costs, supporting documentation will be requested.

SCHEDULE C

REPORTING REQUIREMENTS

1. REPORTING

The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of data necessary to complete the following report.

2. FINAL RESULTS REPORT

The Recipient shall submit a Final Results Report to the Minister that shall include results achieved between the Project Start Date and Project Completion Date, including:

a) number of jobs, in direct full-time equivalent (FTE), were maintained (by occupational category and industry); and

b) number of businesses were maintained (by sector).

c) Number of communities with air access maintained/restored;

d) Number of air routes with service maintained/restored; and

e) Passenger volumes on air routes maintained/restored.

ANNEX C-1

CLAIM SUMMARY AND/OR ADVANCE FORM

Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada

CLAIM SUMMARY and/or ADVANCE CLAIM

PROTECTED

- Submit Original to Innovation, Science and Economic Development Canada (ISED)/FedNor
- Shaded Areas are for Department Use Only

Program			Final Claim ☐ Yes ☐ No	Claim No. 1	Endeavour	Project No.	Sub Project
Project Start	Project Completion	Commercial Production	Eligibility Date	Offer Accepted Date		Holdback Threshold Reached ☐ Yes ☐ No	

Name of Recipient(s) and Joint Payee (if applicable)

Address

Postal Code

Contact

Telephone Number

CONTROL POINTS

FCF 20 /20

Less: CY Pmts to Date

FCF Free Balance $ -

Eligible Costs

Authorized Assistance %

Less: Cumulative Net Approved Assistance

Outstanding Advance

Available Balance $ -

Holdback Threshold % $ -

CLAIM

1. Eligible Costs

☐ Incurred ☐ Paid

	ELIGIBLE COSTS CLAIMED		* CMIS KEYED ENTRY	PAYMENT CALCULATION	
	Current	Total to Date		Current	Cumulative
Period Covered	From (YYYY-MM-DD)	From (YYYY-MM-DD)			
	To (YYYY-MM-DD)	To (YYYY-MM-DD)	*Approved Eligible Costs		$ -
Total Eligible Costs (as per "Detailed Claim" attached)			*Gross Approved Assistance %		-
ISED/FedNor Share %			*Holdback %		-
2. ADVANCES	(only when provided for in the Contribution Agreement - attach "Recipient's Cost Forecast)		NET APPROVED ASSISTANCE =	-	-
			Outstanding Advance =		
			Amount owing (receivable) +	-	-
ISED/FedNor Share - estimate cash requirements for period specified	$ -		*ADVANCE	-	
			Adjustments or Recoveries (explain below)	-	
			REQUESTED PAYMENT	$ -	$ -

CERTIFICATION (by recipient for each claim)

I certify that:

(a) the costs described in this claim and considered eligible were or will be incurred under the contract;

(b) generally accepted and consistently followed accounting practices have been used;

(c) Her Majesty's payment will be applied to the project in accordance with the contract and costing memorandum;

(d) if applicable, disclosure has been made of assets involved in or resulting from the project which ceased to be used or which were transferred to productive use, sold, leased or otherwise disposed of;

(e) if applicable, environmental protection measures have been implemented and are maintained; requirements of all regulatory bodies have been satisfied.

Signature of Authorized Official

Title

Date

APPROVED and CERTIFIED pursuant to Departmental Signing Authorities.

The amount payable relates to costs that:

☐ are eligible and reasonable;
☐ will be incurred within the advance period;
☐ are reasonable in step with work performed in a satisfactory manner;
☐ all required terms and conditions of the agreement are being met.

Recommended by

Title | Officer Code | FSA Number

Signature | Date

Approved and Certified pursuant to Section 34 1(b) of the FAA

Title | FSA Number

Signature | Date

REMARKS (DEPARTMENTAL USE)

Sample Requested Date | Sample Received Date

Advance Authorized per

Month/Quarter	Month/Quarter	Month/Quarter	Quarter	Total	%	Advance
				-		-

Advance (period above) -

plus Advance Retention-period

less Advance Outstanding -

Total Advance $ -

DEPARTMENT CASH FORECAST

CFY 20 20	CFY+1 20 20	CFY+2 20 20	CFY+3 20 20	CFY+4 20 20

Fed3310xE (2018/10). Page 1 of 1

FedNor 1-877-333-6673 fednor.gc.ca Canada

ANNEX C-2 RATI Cost Forecast

Industry Canada | Industrie Canada

COST FORECAST

FILL IN UNSHADED AREAS ONLY. SHADED AREAS ARE FOR DEPARTMENT USE.

Project number: | Applicant/Recipient:

PROJECT COST CATEGORY	FEDNOR RATE OF ASSISTANCE *	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	MONTH YEAR	TOTAL	TOTAL Forecasted and Claimed	VARIANCE [Annex 1 less Total Forecast]	ELIGIBLE COSTS [per Annex 4]
Mortgage and/or commercial rent (if not eligible under Transport Canada's rent support														-	-	-	
Equipment rental or lease costs														-	-	-	
Salaries and benefits (if not eligible for the Canada Emergency Wage Subsidy)														-	-	-	
Insurance														-	-	-	
Bank interest charges and loan payments														-	-	-	
Property taxes														-	-	-	
Utility costs														-	-	-	
Materials and supplies														-	-	-	
Office supplies														-	-	-	
Cleaning supplies														-	-	-	
Service contracts (e.g. janitorial, security, snow removal, etc.)														-	-	-	
Professional fees (operational costs only, e.g. audit costs)														-	-	-	
Maintenance costs														-	-	-	
Vehicle operating costs (e.g. EMS fleets, snow plow, etc.)														-	-	-	
Other aircraft servicing costs														-	-	-	
Traffic service costs (e.g. processing baggage, cargo)														-	-	-	
Fire protection systems, if applicable														-	-	-	
Adaptation and additional measures (e.g. PPE and/or one-time stabilization costs)														-	-	-	
Other, specify:														-	-	-	
Other, specify:														-	-	-	
Other, specify:														-	-	-	
TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FEDNOR AUTHORIZED ASSISTANCE																	
	100.00%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL FEDNOR AUTHORIZED ASSIST		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

COMMENTS [if any]

The program period is from April 1, 2020 to March 31, 2022. Applicants to the RATI can request up to a maximum of 12 months of funding support during that period. The 12 months can be concurrent or divided into two/three/four 6 month blocks.
Please note, the following costs are ineligible for support under the RATI: compensation for eligible recipients' revenue losses; refinancing of existing debt; purchase of aircraft; and/or aircraft fuel; capital costs (liquidity program); land and building acquisition; goodwill; entertainment expenses; salary bonuses and dividend payments; allowance for interest capital, bonds, debentures, and other debts; losses on investments, bad debts and associated expenses, other project and contracts; refinancing of existing debts; amortization or depreciation of assets; Federal and provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit; intermodal public transit; provision for contingencies; lobbying activities or commissions paid to consultants to secure funding; donations, dues and membership fees; and marketing unless tax support a new destination.

Prepared by | Date (YYYY-MM-DD)

FedNor [2015/12], 1 of 1

FedNor

1-877-333-6673 fednor.gc.ca

PROTECTED B

ANNEX C3 – FINAL STATEMENT AND DETAILED TRANSACTION LISTING

Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada

FINAL STATEMENT AND DETAILED TRANSACTION LIST
REGIONAL AIR TRANSPORTATION INITIATIVE (RATI)

PROTECTED WHEN COMPLETED

Project Number :	**Legal Name :**
851-	

I HEREBY CERTIFY THAT:	YES	NO
a) The information provided is accurate and complete and in compliance with all terms and conditions of the Contribution Agreem	☐	☐
b) This is the final claim for payment and includes all final Eligible Supported Costs incurred and paid.	☐	☐
c) Any funding recevied from federal, provincial and municipal governments is the same as stated on the Annex 1 - Statement of Work of the Contribution Agreement.	☐	☐
d) Expenditures claimed are net of refundable HST Our input tax credit rate is: ____ %	☐	☐
e) The total government financial assistance towards the total Eligible Costs does not exceed one hundred per cent (100%) of Eligible Costs.	☐	☐

If you have certified NO for any of the statements, provide details here:

TOTAL AMOUNT OF EXPENDITURE FOR WORKING CAPITAL SUBMITTED	$	-

Note: Ineligible costs include, but are not limited to the following:

Compensation for eligible recipients' revenue losses; refinancing of an existing debt; purchase of aircraft and/or aircraft fuel; capital costs; land and building acquisition; goodwill; entertainment expenses; salary bonuses and dividend payments; allowance for interest on invested capital, bonds, debentures, and other debts; losses on investments, bad debts, and associated expenses; other projects and contracts; refinancing of existing debts; amortization or depreciation of assets; Federal and Provincial income taxes, GST (recoverable portion), taxes or surtaxes on excess profit; intermodal public transit projects; provisions for contingencies; lobbying activities or commissions paid to consultants to secure funding; and donations, dues and membership fees. Marketing support is also deemed ineligible, unless deemed integral for regional connectivity consistent with program objectives and cannot be transferred to a third party.

Signature :		Date :	
Print Name and Title :			

Fed6346xE (2020/11)

FedNor

1-877-333-6673 fednor.gc.ca

Canada

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20___

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and Housing

(the **"Province")**

- and -

The Corporation of the Town of Fort Frances

(the **"Recipient")**

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports.

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement**. The Recipient acknowledges that:

(a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

(b) the Province is not responsible for carrying out the Project; and

(c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Municipal Affairs and Housing

_____ _____

Date Name:
Title:

The Corporation of the Town of Fort Frances

_____ _____

Date Name:
Title:

I have authority to bind the Recipient.

_____ _____

Date Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

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

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

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

"Maximum Funds" means the maximum set out in Schedule "B".

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Project" means the undertaking described in Schedule "C".

"**Records Review**" means any assessment the Province conducts pursuant to section A7.4.

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 **General.** The Recipient represents, warrants, and covenants that:

(a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete the Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

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

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and

(c) deposit the Funds into an account the Recipient designates provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;

(b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;

(c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and

(d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget; and

(d) not use the Funds to crossover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

(a) deduct an amount equal to the interest from any further instalments of Funds;

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

(a) the Recipient:

(i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;

(ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, **"Province"** includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A17.1:

(i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(i) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

(a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and

(b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties;

(b) the progress of the Project;

(c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

(a) inspect and copy any records and documents referred to in section A7.3; and

(b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

(a) ensuring that the Province has access to the records and documents wherever they are located;

(b) assisting the Province to copy records and documents;

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

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

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

(a) acknowledge the support of the Province for the Project;

(b) ensure that any acknowledgement is in a form and manner as the Province directs; and

(c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

(ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and

(ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; or

(iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;

(i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 **Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

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

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and

(c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of fax, one Business Day after the Notice is delivered; and

(c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

(a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

(b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

(a) the Recipient's successors, and permitted assigns; and

(b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

(a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, ArticleA14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to $55,000
Expiry Date	March 31, 2022
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	$5,000.00
Insurance	$ 2,000,000
Contact information for the purposes of Notice to the Province	**Name:** Brenda Vloet **Position:** Manager, Municipal Programs and Outreach Unit **Address:** 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor **Email:** Brenda.Vloet@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Name:** **Position:** **Address:** **Fax:** **Email:**
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	**Name:** **Position:** **Address:** **Fax:** **Email:**

Additional Provisions:

B1 **Section 4.3 of Schedule "A" is amended by adding the following subsection:**

(e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with the Project; and,

(f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE "C"
PROJECT

Project Title
Town of Fort Frances Ice Arena Modernization and Efficiencies Review
Objectives
The objective of the Project is to review service delivery models related to the Recipient's arena with the goal of recommending alternative service delivery models that result in operating efficiencies.
Description
The Recipient will retain an independent third-party reviewer to review the operations of two ice facilities and determine the feasibility of combining the ice plants to achieve savings in energy consumption, reduce the requirements for maintenance while reducing the on-site staffing requirement for a reduction in long-term operational costs. The reviewer will: • Develop alternative service delivery models to address inefficiencies in the Recipient's current ice systems • Review options for combined systems as well as heat recovery and other energy reducing or efficiency improvements to these systems; and • Address end of life components through thoughtful replacement and right sizing of the operations. <u>Independent Third-Party Reviewer's Report</u> The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report. The Recipient will submit the report to the Province and publish the report on the Recipient's publicly accessible website by January 31, 2022. The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to $55,000

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
• Execution of Agreement	Initial payment of $19,250 made to Recipient no more than thirty (30) days after the execution of the Agreement
• Submission of Interim Progress Report Back to the Province • Submission of Independent Third-Party Reviewer's Report to the Province • Publishing of Independent Third-Party Reviewer's Report • Submission of Final Report Back to the Province	Final payment of up to $35,750 made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back

SCHEDULE "F"
REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report Back	October 31, 2021
2. Final Report Back and Invoices	January 31, 2022

Report Details

1. Interim Progress Report Back

The Recipient will submit an Interim Progress Report Back to the Province by October 31, 2021 using the reporting template provided by the Province. The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer, and
- An update on the estimated cost of the Project.

2. Final Report Back and Invoices

The Recipient will submit a Final Report Back to the Province by January 31, 2022 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's final report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2021/44

TO: **Mayor Caul & Members of Council**

FROM: **Dawn Galusha, Treasurer**

DATE: **September 7, 2021**

SUBJECT: **Councillor Wendy Brunetta– NOMA Per Diems**

BACKGROUND

Attached are two Schedule "F" Travel Statement – Mayor/Council Honorarium per diems in the total amount of $160.00 to attend the NOMA Executive Board Meetings virtually on June 23, 2021 and August 11, 2021 as submitted by Councillor Wendy Brunetta.

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

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of two Schedule "F" Travel Statement – Mayor/Council Honorarium per diem claims in the total amount of $160.00 each as submitted by Councillor Wendy Brunetta for her virtual attendance at the NOMA Executive Board Meetings on June 23, 2021 and August 11, 2021.

Council Approval of this Report will agree to the Administration & Finance Executive Committee recommendation to approve two Schedule "F" Travel Statement- Mayor/Council Honorarium per diems in the total amount of $160.00 each as submitted by Councillor Wendy Brunetta for her attendance at the NOMA Executive Board Meetings held virtually on June 23, 2021 and August 11, 2021.

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

Attendee	Wendy Brunetta
Conference / Seminar Attended	NOMA Exec Mtg
Location	VIRTUAL
Dates	June 23/21

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date			June 23					
Amount			$80					

Name (Please Print) Wendy Brunetta	Signature
Approved	Date

To be submitted to Payroll for processing when approved by Council

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

Attendee	Wendy Brunetta
Conference / Seminar Attended	NOMA Executive Board
Location	Virtual 8:30am – noon
Dates	Aug 11/21

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date			Aug 11/21					
Amount			$80					$80

Name (Please Print) Wendy Brunetta	Signature Brunetta
Approved	Date Aug 12/21

To be submitted to Payroll for processing when approved by Council

FIRE RESCUE SERVICE

"PRIDE & HONOUR"

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

JULY 2021 REPORT
FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

Total Hours: Incidents; Training; Public Education; and Public Service etc.	Training Sessions:	Public Ed & Prevention; Public Events; Public Service:	Fire Safety Standards Enforcement Inspections / Re-inspections for 2021:	Fire Drills	Paramedic Assist Calls:	Fire Calls:	Fire Loss estimated values in Dollars:
21.05	3	1	31	0	1	3	N/A
Alarm Calls:	**MVC Calls:**	**Water Related Rescue Calls:**	**(CO) Carbon Monoxide / Gas Leak Calls:**	**Hazmat Calls:**	**Mutual Aid Calls:**	**Other Calls:**	**Tickets Issued:**
3	2	0	0	0	0	9	0

TEAM MEMBERS RESPONDED TO 18 EMERGENCY RESPONSE CALLS DURING JULY 2021.

Total Hours:

- **10.72 Hours** was spent on responding to emergency incidents.
- **.83 Hours** was spent on providing public service.
- **9.5 Hours** was spent on training.

July Emergency Response Calls %: Day Shift versus Night Shift	
Day Shift (07:00 – 19:00) Calls	50%
Night Shift (19:00 – 07:00) Calls	50%

2021 Emergency Response Calls by Month to Date	
January	12
February	10
March	16
April	17
May	12
June	10
July	18
Total Calls to Date	**95**
Average Calls Per Month to Date	**13.6**

FIRE RESCUE SERVICE

"PRIDE & HONOUR"

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

JULY 2021 REPORT
FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

Fire Prevention Inspections / Re-inspections:
One fire safety standard and enforcement inspection was completed for the month of July.

Fire Response Calls: 3 Calls.

- **1 Call** was the result of a careless individual disposing of smoking materials at the Sorting Gap Marina near the playground equipment. The discarded smoking materials started a small smoldering fire in dry mulch. Thanks goes out to the staff members who extinguished the small fire with a bucket of water. Well done!
- **1 Call** was a dumpster fire.
- **1 Call** was a burning belt on a roof top unit at the CBSA Building.

Fire Alarm Calls: 3 False Fire Alarm Calls.

MVC (Motor Vehicle Crashes): 2 Calls, which were in the Town of Fort Frances.

Paramedic Service Assistance Calls: 1 Call.

Other Calls: 9 Calls, for reports of smoke in the area.

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

Training:
Training consisted of regular fire practices.

2020 Statement of Operations- General Fund

	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
CORPORATE:				
REVENUE				
Municipal Levy	(11,378,238)	(11,636,690.51)	(11,421,235.00)	(11,469,130.46)
School Board Levy	(1,492,647)	(1,483,742.22)	(1,372,201.00)	(1,374,145.27)
Payments-In-Lieu	(830,794)	(21,943.69)	(835,160.55)	(62,947.29)
Contribution From Contingency Reserve Fund	-	-	-	-
Sale of Land/Gain on Sale of Land	-	(707.11)	-	-
Other Grant (In-Lieu of taxation)	-	-	-	-
One Time Assistance Funding				
Tax Rate Stabilization Reserve Fund Contribution	-	-	-	-
Surplus from Prior Years	-	-	-	-
Ontario Cannabis Legalization Implementation Fund	-	-	-	-
Modernization Grant Fund	-	-	-	-
OMPF Funding	(3,294,600)	(2,470,950.00)	(3,328,600.00)	(2,496,450.00)
	(16,996,279)	**(15,614,033.53)**	**(16,957,197)**	**(15,402,673.02)**
EXPENDITURES				
Election	-	-	-	-
Council	369,358	333,576.05	308,210.00	158,029.82
Contributions from Capital Fund	-	-	-	-
Contribution to Reserve/Reserve Funds	1,802,977	-	1,863,000.00	-
Uncontrollable Costs	2,406,172	1,458,990.30	2,373,474.00	1,439,045.33
Economic Development	31,808	21,875.91	111,063.00	(1,560.16)
Travel Information Centre	19,141	2,685.85	-	-
Solar Panels	(18,329)	(4,094.30)	(11,645.00)	(6,972.01)
School Board Requisition	1,492,647	746,323.71	1,372,201.00	686,100.21
Long Term Debt	384,028	219,884.95	365,991.00	186,609.50
	6,487,802	**2,779,242.47**	**6,382,294**	**2,461,252.69**
Total Corporate	**(10,508,477)**	**(12,834,791.06)**	**(10,574,902.55)**	**(12,941,420.33)**

2020 Statement of Operations- General Fund

	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
ADMINISTRATION & FINANCE:				
Admin. Revenue	(465,325)	(279,454.19)	(357,100.00)	(261,641.41)
Administration Department	511,597	294,725.73	516,693.00	304,315.29
Clerk's Department	232,195	125,572.30	220,014.00	138,015.17
Treasury Department	534,938	343,092.62	541,402.00	310,374.97
FFPC Administration	-	2,731.30	-	6,127.46
Information Technology	316,698	182,809.15	357,036.00	224,621.72
Total A & F	**1,130,103**	**669,476.91**	**1,278,045**	**721,813.20**
EMERGENCY SERVICES				
Fire Emergency Services	1,100,143.00	560,998.45	1,058,403.00	584,715.52
911 Dispatch Services	11,332	9,775.44	10,982.00	3,510.28
COVID-19 Impacts		18,018.90	(309,685.00)	(10,351.29)
Police Services	2,437,386	1,294,009.02	2,542,034.00	1,539,050.76
Total Emergency Services	**3,548,861**	**1,882,801.81**	**3,301,734**	**2,116,925.27**
COMMUNITY SERVICES:				
Sister Betty Kennedy Centre	36,018	33,456.04	38,831.00	(11,190.98)
Children's Day Care	7,569	5,733.13	-	138.46
Best Start Hub	-	(740.08)	-	-
Day Care Special Needs Resource	-	(3,001.15)	-	-
Handi Transit Services	107,150	27,262.77	113,923.00	(3,673.39)
Townshend Theatre	-	826.28	332.00	270.00
Recreation Facilities	970,938	384,842.13	1,038,637.00	385,391.57
Recreation Programs	117,187	106,855.29	285,792.00	95,439.53
Community Services	114,000	(102.88)	90,496.00	69,080.42
Sunny Cove Camp	38,583	16,919.54	9,955.00	16,059.03
Public Library	521,546	261,908.21	518,280.00	307,068.35
Library Co-op	-	-	-	-
Museum	210,407	82,463.51	202,409.00	108,277.45
Waterfront (Sorting Gap)	29,490	(10,197.99)	37,645.00	(18,873.08)
Total Community Services	**2,152,888**	**906,224.80**	**2,336,300**	**947,987.36**

2020 Statement of Operations- General Fund

	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
OPERATIONS & FACILITIES				
Public Works	513,209	250,623.31	435,043.00	394,412.74
Roads	1,498,393	874,822.00	1,549,603.00	691,889.47
Sidewalks	143,962	85,031.64	145,079.00	80,320.22
Stores Operations	106,200	50,442.36	102,490.00	52,058.35
Traffic Signal Maint	10,867	6,161.07	10,867.00	11,671.71
Streetlighting Maint	116,672	39,403.45	125,565.00	94,662.89
Waste Management Services	-	(97,678.16)	-	(101,266.36)
Airport	95,547	68,310.74	138,026.00	32,035.28
Parks & Cemeteries Admin	183,760	73,786.19	189,270.00	43,577.55
Cemeteries	347,246	99,407.85	351,512.00	176,336.62
Parks	304,266	168,869.07	332,372.00	155,238.76
Total Operations and Facilities	**3,320,122**	**1,619,179.52**	**3,379,827**	**1,630,937.23**
PLANNING & DEVELOPMENT				
By-Law Enforcement	157,801	84,618.69	149,001.00	87,918.76
Fight The Blight	-	-	-	-
Building Official Department	22,345	3,912.67	19,758.00	4,015.92
Planning Department	61,197	25,338.45	62,204.00	37,884.98
Civic Centre	115,160	25,346.29	48,034.00	28,586.71
Total Planning and Development	**356,503**	**139,216.10**	**278,997**	**158,406.37**
SUBTOTAL (SURPLUS)/DEFICIT	***-***	***(7,617,891.92)***	***0***	***(7,365,350.90)***

2020 Statement of Operations- Water Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
REVENUE					
Expense Recovery	50-080-0832-0330-40589		(4,967.14)		-
Rents & Leases	50-080-0832-0330-40592	(9,277)	(8,940.78)	(9,277)	(5,490.78)
Private Work Charges	50-080-0832-0330-40595		-		(1,323.18)
Sale of Rain Barrels	50-080-0832-0330-40782	(65)	(115.04)	(65)	(402.64)
Expense Recovery	50-080-0832-0430-40589		(764.62)		-
Private Work Charges	50-080-0832-0430-40595	(8,000)	(1,971.70)	(8,000)	(2,516.00)
Reconnect Charges	50-080-0832-0430-40618	(1,200)	(2,268.20)	(1,200)	(1,768.55)
New Connection Charges	50-080-0832-0430-40619	(15,000)	921.56	(15,000)	-
Late Payment Charges	50-080-0832-0430-40682	(8,000)	(3,909.42)	(8,000)	(5,329.98)
Sale of Water	50-080-0832-0430-40685	(2,854,247)	(1,333,160.96)	(2,817,848)	(1,405,153.01)
Special Water Rates	50-080-0832-0430-40687		(7.50)		(146.10)
Sale of Water Meters/Backflow Prevention	50-080-0832-0430-40943	(5,500)	(11,933.21)	(9,100)	-
Water Meter Replacement	50-080-0832-0430-40946	(17,982)	(8,397.52)	(17,982)	(9,161.98)
Private Works Charges - HST Exempt at POS	50-080-0832-0530-40595		-		-
		(2,919,271)	**(1,375,514.53)**	**(2,886,472)**	**(1,431,292.22)**
Water Works General					
EXPENDITURES					
Administration					
Distributed Salaries/Wages			-		-
Distributed Benefits			-		-
Overtime & Lieu Time	50-080-0832-1101-60013		319.90		1,002.47
Paid Leave			-		-
Vac, Floaters, Stats, Holidays			-		-
Hourly Full Time	50-080-0832-1101-60010	106,908	54,360.04	120,571	52,287.67
Disability ST/LTD			-		-
WSIB	50-080-0832-1101-60055	3,370	1,318.51	1,868	1,251.59
Canada Pension Plan	50-080-0832-1101-60025	3,291	2,723.88	2,483	2,705.56
Employment Insurance	50-080-0832-1101-60030	1,212	1,047.07	841	1,015.88
Dental, Vision, Extended Health			-		-
OMERS	50-080-0832-1101-60035	10,344	6,021.46	9,408	5,596.42

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2020 Statement of Operations- Water Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
Life Insurance			-		-
Employer Health Tax	50-080-0832-1101-60040	1,974	1,108.16	1,615	1,054.89
Employer Benefits	50-080-0832-1101-60050	8,505	4,170.48	5,644	3,628.54
Summer Staff & Part-time Staff	50-080-0832-1101-60020	1,838	-	2,254	1,082.02
Accounting/Allocated Admin	50-080-0832-1200-71221	211,016	105,507.12	215,236	107,618.00
Communications	50-080-0832-1200-71251	3,200	1,826.02	3,000	1,481.30
Postage, Freight, Courier	50-080-0832-1200-71252	11,673	-	11,673	-
Legal	50-080-0832-1200-71253	5,000	9,328.77	5,000	13,221.59
Memberships	50-080-0832-1200-71260	1,000	-	1,000	-
Write-Offs	50-080-0832-1210-74515	2,000	3.01	2,000	(0.86)
Office Supplies	50-080-0832-1400-71410	1,000	321.45	1,000	294.88
Stores Charge	50-080-0832-1400-71433	10,300	-	10,300	-
Rain Barrel Expenses	50-080-0832-1400-71443		431.76		431.76
Annual Software Support	50-080-0832-1500-71501	1,404	-	1,404	801.78
Computer Maintenance (H&S)	50-080-0832-1500-71502	3,800	8,894.30	8,000	10,034.42
Custom Software Charges	50-080-0832-1500-71503	1,000	-	1,000	-
GIS Material	50-080-0832-1500-71507	13,432	7,548.36	12,211	7,608.95
Contracted Works	50-080-0832-1500-71523	1,000	609.76	1,000	-
Conference & Courses	50-080-0832-1500-71531	25,000	10,539.72	25,000	4,869.45
Insurance	50-080-0832-1500-71580	38,162	31,577.76	44,421	36,115.78
Insurance Deductible	50-080-0832-1500-71581	10,000	-	10,000	-
Advertising & Public Notices	50-080-0832-1500-71591	500	-	500	-
Contribution to Capital Fund	50-080-0832-1510-75350	1,266,144	-	1,124,081	-
Transfer to Reserve Fund (Water Meter Replace	50-080-0832-1620-75390	17,982		17,982	
Contribution to Reserve Fund	50-080-0832-1620-75390		-		-
Contribution to Reserve Fund (Year End)	50-080-0832-1620-75390				
Inventory Adjustments	50-080-0832-1700-72505		-		-
		1,761,055	**247,657.53**	**1,639,492**	**252,102.09**
Water Service Connections					
Hourly Full Time	50-080-0832-1962-60010	50,950	10,203.63	50,950	26,695.26
Overtime	50-080-0832-1962-60013	5,000	59.90	5,000	2,779.36
Hourly Part Time	50-080-0832-1962-60020	3,683	-	3,683	1,913.12

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2020 Statement of Operations- Water Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
Employer CPP	50-080-0832-1962-60025	2,487	554.72	2,728	1,736.12
Employer EI	50-080-0832-1962-60030	890	219.67	920	675.70
Employer OMERS	50-080-0832-1962-60035	5,039	1,040.70	5,283	2,914.55
Employer EHT	50-080-0832-1962-60040	1,101	217.56	1,155	658.98
Employer Benefits	50-080-0832-1962-60050	6,023	1,037.40	5,305	2,791.92
Employer WSIB	50-080-0832-1962-60055	615	258.91	1,374	783.96
Materials	50-080-0832-1962-71471	12,000	1,296.01	12,000	8,903.75
Contracted Works	50-080-0832-1962-71523	14,000	896.75	14,000	1,850.40
Equipment Rentals - Owned	50-080-0832-1962-71540	22,000	923.12	22,000	3,652.07
		123,788	**16,708.37**	**124,398**	**55,355.19**
					-
Water Meter Maintenance					-
Hourly Full Time	50-080-0832-1963-60010	4,500	3,045.16	4,500	1,159.29
Overtime	50-080-0832-1963-60013		-		-
Employer CPP	50-080-0832-1963-60025	205	168.39	225	68.92
Employer EI	50-080-0832-1963-60030	73	65.80	76	26.50
Employer OMERS	50-080-0832-1963-60035	445	305.65	467	120.51
Employer EHT	50-080-0832-1963-60040	91	66.34	95	26.15
Employer Benefits	50-080-0832-1963-60050	532	627.22	469	305.78
Employer WSIB	50-080-0832-1963-60055	51	78.93	113	31.16
Materials	50-080-0832-1963-71471	7,500	16,161.74	30,000	450.66
Contracted Works	50-080-0832-1963-71523	11,874	5,909.25	11,874	3,803.66
Equipment Rentals - Owned	50-080-0832-1963-71540	1,725	400.00	1,725	-
		26,996	**26,828.48**	**49,544**	**5,992.63**
Water Distribution System Maintenance					
Hourly Full Time	50-080-0832-1964-60010	92,729	96,287.12	92,729	91,146.84
Overtime	50-080-0832-1964-60013	8,000	3,595.61	8,000	3,159.52
Hourly Part Time	50-080-0832-1964-60020	9,820	-	9,820	6,389.58
Employer CPP	50-080-0832-1964-60025	4,668	5,419.37	5,121	5,530.53
Employer EI	50-080-0832-1964-60030	1,670	2,158.69	1,727	2,156.43
Employer OMERS	50-080-0832-1964-60035	9,172	9,823.28	9,615	9,136.37
Employer EHT	50-080-0832-1964-60040	2,066	2,130.98	2,167	2,101.66

2020 Statement of Operations- Water Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
Employer Benefits	50-080-0832-1964-60050	10,962	11,287.64	9,655	9,340.63
Employer WSIB	50-080-0832-1964-60055	1,155	2,527.06	2,579	2,500.80
Materials	50-080-0832-1964-71471	35,000	31,609.74	35,000	19,830.06
Contracted Works	50-080-0832-1964-71523	35,000	17,433.55	35,000	2,406.56
Equipment Rentals - Owned	50-080-0832-1964-71540	35,000	19,384.61	35,000	13,742.44
		245,242	**201,657.65**	**246,413**	**167,441.42**
Total Waterworks General		**2,157,081**	**492,852.03**	**2,059,847**	**480,891.33**
Water Treatment Plant					
Microfit Generation Revenue	50-080-0831-0330-40320	**(11,000)**	**(2,778.36)**	**(8,000)**	**(4,924.85)**
Hourly Full Time	50-080-0831-1101-60010	206,452	126,522.35	206,452	122,977.26
Overtime	50-080-0831-1101-60013	4,000	2,042.43	4,000	2,918.93
Hourly Part Time	50-080-0831-1101-60020		-		-
Employer CPP	50-080-0831-1101-60025	9,397	6,696.82	10,309	6,474.81
Employer EI	50-080-0831-1101-60030	3,362	2,660.13	3,476	2,469.08
Employer OMERS	50-080-0831-1101-60035	20,420	12,405.43	21,407	10,189.20
Employer EHT	50-080-0831-1101-60040	4,160	2,625.06	4,363	2,236.91
Employer Benefits	50-080-0831-1101-60050	24,406	12,659.21	21,495	10,650.25
Employer WSIB	50-080-0831-1101-60055	2,325	3,123.11	5,191	2,881.42
Equipment Rentals - Owned	50-080-0831-1101-71540	2,000	612.50	2,000	3,237.50
Communications	50-080-0831-1200-71251	7,740	2,764.63	5,000	3,068.22
Lab Fees - Water Testing	50-080-0831-1200-71270	16,000	6,225.96	25,000	5,250.48
Office Supplies	50-080-0831-1400-71410	500	-	500	-
Natural Gas	50-080-0831-1240-71416	28,880	12,682.85	28,880	12,219.98
Diesel Fuel	50-080-0831-1240-71417	1,000	-	1,200	-
Electrical Power	50-080-0831-1240-71420	78,940	37,710.65	80,440	35,385.04
Water & Sewer	50-080-0831-1240-71421	1,297	724.50	1,332	738.60
Taxes	50-080-0831-1240-71425	38,162	-	45,603	-
Chlorine	50-080-0831-1400-71434	19,500	7,579.81	20,750	17,444.73
Soda Ash	50-080-0831-1400-71435	48,300	19,887.76	48,500	19,414.96
Aluminium Sulphate	50-080-0831-1400-71436	49,500	27,557.72	50,900	22,781.50

2020 Statement of Operations- Water Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
Fluorides	50-080-0831-1400-71437	10,000	10,263.51	10,100	6,936.96
Miscellaneous Chemicals	50-080-0831-1400-71438	13,000	1,993.17	13,000	11,580.67
Materials	50-080-0831-1400-71471	20,000	7,598.39	20,000	6,416.47
Contracted Services	50-080-0831-1500-71523	36,355	22,755.26	75,355	13,376.37
		645,696	**327,091.25**	**705,253**	**318,649.34**
Total Water Treatment Plant		**634,696**	**324,312.89**	**697,253**	**313,724.49**
					-
Water Storage Facility			-		-
Hourly Full Time	50-080-0831-1965-60010	7,500	4,126.78	7,500	6,447.11
Overtime	50-080-0831-1965-60013	1,000	-	1,000	-
Employer CPP	50-080-0831-1965-60025	341	222.75	371	340.57
Employer EI	50-080-0831-1965-60030	122	88.73	126	130.08
Employer OMERS	50-080-0831-1965-60035	742	413.60	778	568.75
Employer EHT	50-080-0831-1965-60040	151	86.90	159	127.60
Employer Benefits	50-080-0831-1965-60050	887	434.88	781	570.03
Employer WSIB	50-080-0831-1965-60055	84	103.35	189	151.80
Equipment Rentals - Own	50-080-0831-1965-71540	1,700	1,050.00	1,700	637.50
Communications	50-080-0831-1965-71251	2,180	371.64	2,180	371.57
Natural Gas	50-080-0831-1965-71416	11,760	6,704.37	11,760	887.15
Electrical Power	50-080-0831-1965-71420	3,633	2,222.67	3,706	1,967.03
Taxes	50-080-0831-1965-71425	86,394	-	88,122	-
Materials	50-080-0831-1965-71471	500	-	500	-
Contracted Works	50-080-0831-1965-71523	10,500	2,179.57	10,500	1,391.90
Equipment Rentals Other			-		-
Total Water Storage Facility		**127,494**	**18,005.24**	**129,372**	**13,591.09**
Total Expenditures		**2,930,271**	**837,948.52**	**2,894,472**	**813,131.76**
TOTAL WATER FUND (Surplus)/Deficit		**-**	**(540,344.37)**	**-**	**(623,085.31)**

PL8399 #425

2020 Statement of Operations- Sewer Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
REVENUES					
Private Work Charges	40-080-0811-0330-40595		(2,693.90)		-
Expense Recoveries	40-080-0811-0330-40589		-		-
ODRAP - Provincial Flood Exp Recovery	40-080-0811-0430-40409		-		-
Private Work Charges	40-080-0811-0430-40595	(19,000)	(1,416.65)	(19,000)	(1,985.55)
New Connection Charges	40-080-0811-0430-40619	(8,500)	-	(8,500)	-
Penalty on Late Payments	40-080-0811-0430-40682	(7,000)	(3,576.27)	(7,000)	(4,944.36)
Sewer Service/Disposal	40-080-0811-0430-40760	(2,693,701)	(1,235,393.76)	(2,648,131)	(1,300,909.95)
Expense Recoveries	40-080-0812-0430-40589		-		-
Total Revenues		**(2,728,201)**	**(1,243,080.58)**	**(2,682,631)**	**(1,307,839.86)**
EXPENDITURES					
Administration					
Distributed Salaries/Wages			-		-
Distributed Benefits			-		-
Hourly Full Time	40-080-0811-1101-60010	78,345	34,161.86	85,582	33,135.04
Overtime	40-080-0811-1101-60013		310.36		197.98
Hourly Part Time	40-080-0811-1101-60020	2,308	-	2,308	-
Employer CPP	40-080-0811-1101-60025	2,865	1,815.15	3,199	1,829.68
Employer EI	40-080-0811-1101-60030	1,057	700.17	1,086	688.12
Employer OMERS	40-080-0811-1101-60035	8,613	4,008.36	9,293	3,842.33
Employer EHT	40-080-0811-1101-60040	1,620	735.47	1,735	708.13
Employer Benefits	40-080-0811-1101-60050	7,901	3,116.88	6,897	2,894.13
Employer WSIB	40-080-0811-1101-60055	2,474	875.01	1,954	842.51
Allocated Admin	40-080-0811-1200-71221	166,378	83,189.88	169,706	84,853.00
Postage, Freight, Courier	40-080-0811-1200-71252	11,673	-	11,673	-
Legal	40-080-0811-1200-71253	10,000	9,328.76	10,000	13,221.59
Office Supplies	40-080-0811-1400-71410	750	-	750	31.75
Taxes	40-080-0811-1400-71425	4,400	-	4,400	-
Stores Charge	40-080-0811-1400-71433	8,700	-	8,700	-
Annual Software Support	40-080-0811-1500-71501	1,500	-	1,500	-
Computer Maintenance (H & S)	40-080-0811-1500-71502	3,800	4,351.39	4,000	4,162.75
GIS Material	40-080-0811-1500-71507	6,716	3,774.19	6,716	3,365.46

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2020 Statement of Operations- Sewer Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
Contracted Works	40-080-0811-1500-71523	500	518.19	500	-
Conferences & Courses	40-080-0811-1500-71531	5,000	1,017.60	5,000	2,120.48
Insurance	40-080-0811-1500-71580	28,285	23,405.20	32,784	26,654.22
Insurance Deductible	40-080-0811-1500-71581	10,000	-	10,000	1,186.50
Advertising & Public Notices	40-080-0811-1500-71591	500	-	500	-
Contributions to Capital	40-080-0811-1510-75350	1,359,475	-	1,288,115	-
Contribution to Reserve Funds	40-080-0811-1620-75390		-		-
Contribution to Reserve Funds (Yr End)	40-080-0811-1620-75390				
Inventory Adjustments	40-080-0811-1700-72505		-		-
		1,722,860	**171,308.47**	**1,666,398**	**179,733.67**
Sewer Mains					
Distributed Salaries/Wages					
Distributed Benefits					
Hourly Full Time	40-080-0811-1711-60010	49,136	4,258.98	49,136	10,110.27
Overtime	40-080-0811-1711-60013	1,500	579.99	1,500	36.53
Hourly Part Time	40-080-0811-1711-60020	2,148	-	2,148	198.89
Employer CPP	40-080-0811-1711-60025	2,334	251.11	2,561	574.65
Employer EI	40-080-0811-1711-60030	835	98.68	864	222.51
Employer OMERS	40-080-0811-1711-60035	4,860	461.91	5,095	1,003.69
Employer EHT	40-080-0811-1711-60040	1,033	98.92	1,084	218.11
Employer Benefits	40-080-0811-1711-60050	5,809	603.05	5,116	1,262.47
Employer WSIB	40-080-0811-1711-60055	578	117.66	1,290	259.54
Materials	40-080-0811-1711-71471	10,000	4,324.84	10,000	1,101.89
Contracted Service	40-080-0811-1711-71523	125,000	3,704.09	125,000	535.21
Equipment Rentals - Own	40-080-0811-1711-71540	36,000	1,812.48	36,000	2,016.82
		239,233	**16,311.71**	**239,794**	**17,540.58**
Service Connections					
Distributed Salaries/Wages					-
Distributed Benefits					-
Hourly Full Time	40-080-0811-1712-60010	40,760	8,167.00	40,760	13,465.49
Overtime	40-080-0811-1712-60013	5,000	719.51	5,000	705.22
Hourly Part Time	40-080-0811-1712-60020	2,761	-	2,761	90.17

2020 Statement of Operations- Sewer Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to July 31, 2020	2021 OPERATING FORECAST	Actual to July 31, 2021
Employer CPP	40-080-0811-1712-60025	1,981	469.96	2,173	795.07
Employer EI	40-080-0811-1712-60030	709	186.88	733	306.47
Employer OMERS	40-080-0811-1712-60035	4,031	885.90	4,226	1,430.77
Employer EHT	40-080-0811-1712-60040	877	184.83	920	300.56
Employer Benefits	40-080-0811-1712-60050	4,819	790.83	4,244	1,276.51
Employer WSIB	40-080-0811-1712-60055	490	219.85	1,094	357.60
Materials	40-080-0811-1712-71471	6,500	1,177.91	6,500	1,894.16
Contracted Services	40-080-0811-1712-71523	12,000	3,998.98	12,000	251.52
Equipment Rentals - Own	40-080-0811-1712-71540	15,000	1,823.94	15,000	2,749.38
		94,928	**18,625.59**	**95,411**	**23,622.92**
Sewage Treatment Plant					
Hourly Full Time	40-080-0812-1101-60010	2,500	55.22	2,500	461.63
Overtime	40-080-0812-1101-60013		-		-
Hourly Part Time	40-080-0812-1101-60020		-		-
Employer CPP	40-080-0812-1101-60025	114	4.43	124	23.95
Employer EI	40-080-0812-1101-60030	41	1.77	42	9.21
Employer OMERS	40-080-0812-1101-60035	247	7.56	259	43.45
Employer EHT	40-080-0812-1101-60040	50	1.74	53	9.00
Employer Benefits	40-080-0812-1101-60050	296	21.97	260	34.83
Employer WSIB	40-080-0812-1101-60055	28	2.07	63	10.73
Equipment Rentals - Own	40-080-0812-1101-71540	500	415.15	500	-
Natural Gas	40-080-0812-1240-71416	21,484	10,052.70	21,484	10,901.86
Electrical Power	40-080-0812-1240-71420	95,000	61,416.53	95,000	58,894.45
Grit Landfill Tipping Fees	40-080-0812-1400-71424	501	-	-	-
Taxes	40-080-0812-1240-71425	37,026	-	36,708	-
Materials	40-080-0812-1400-71471	2,000	18.68	2,000	142.35
Contracted Works - AWA/OCWA	40-080-0812-1500-71523	511,393	306,593.49	522,035	303,071.21
		671,180	**378,591.31**	**681,028**	**373,602.67**
Total Expenditures		**2,728,201**	**584,837.08**	**2,682,631**	**594,499.84**
TOTAL SEWER FUND (Surplus)/Deficit		**-**	**(658,243.50)**	**-**	**(713,340.02)**

		As of July 31, 2021				
		2021 BUDGET	2021 Actuals	2021 Budget to Actual Variance	2021 Budget to Actual Variance %	Notes & Comments
ADMINISTRATION						
20-020-0253-0490-40952	Contribution from Reserve Fund	(98,270.00)	0.00	(98,270.00)	100%	
20-020-0253-9127-71523	CC- Clerk's Library- Movable Shelving System	26,000.00	25,982.38	17.62	0%	100% Completed
20-020-0253-9127-71523	CC- Office Design Work	66,270.00	35,943.73	30,326.27	46%	
20-020-0253-9658-71523	CC-Replace Aircompressor for HVAC Control Air	6,000.00	0.00	6,000.00	100%	
20-020-0253-9182-71509	Civic Centre- Fire Hall roof top unit		11,498.88			
20-020-0265-0490-40952	Contribution from Reserve Fund	(40,355.00)	0.00	(40,355.00)	100%	
20-020-0265-9109-71503	Treasury- Budgeting Software- interact with AMP- Core, Operating and FIR	35,210.00	23,659.20	11,550.80	33%	
20-020-0265-9109-71503	Treasury- Diamond GP Upgrade	5,145.00	1,804.97	3,340.03	65%	
20-020-0268-0490-40952	Contribution from Reserve Fund	(218,411.00)	0.00	(218,411.00)	100%	
20-020-0268-0490-40437	Contribution from Others or Donations	(43,987.00)	0.00	(43,987.00)	100%	
20-020-0268-9109-71471	IT- Video Conferencing- Council Chambers- Streaming, CC-Update BAS Server and Software, IT- Annual Upgrades (high and medium ranking),IT- Video Surveillance (MSC and PW)	174,423.00	30,224.32	144,198.68	83%	
20-020-0268-9211-71523	Disaster Recovery and Office Upgrades	87,975.00	36,296.72	51,678.28	59%	Ongoing
20-020-0268-9211-60010 to 60055	Salaries & Benefit Accts for Disaster Recovery		6,963.14	(6,963.14)		
		0.00	172,373.34	(160,874.46)		
EMERGENCY SERVICES						
20-040-0410-0490-40952	Contribution from Reserve Fund	(41,500.00)	0.00	(41,500.00)	100%	
20-040-0410-9120-71480	Six Sets of Bunker Gear	15,000.00	6,381.54	8,618.46	57%	3 sets purchased to date
20-040-0410-9122-71471	6- Air Cylinders for Self Contained Breathing Apparatus (15 yr)	11,000.00	10,532.16	467.84	4%	100% Completed
20-040-0410-9239-71431	Fire Hose- 16 Lengths of 1.75" x 50' and 8 lengths of 2.5" x 50'	7,500.00	5,322.73	2,177.27	29%	100% Completed
20-040-0410-9239-71431	Battery Operated Positive Pressure Fan (Ventilation)	8,000.00	8,002.47	(2.47)	0%	100% Completed
20-040-0450-0490-40952	Contribution from Reserve Fund	(21,250.00)	0.00	(21,250.00)	100%	
20-040-0450-0490-40437	Contribution from Others or Donations	(1,250.00)	0.00	(1,250.00)	100%	
20-040-0450-9232-71523	CC-Replace Concrete aprons infront of Firehall Doors	20,000.00	27,271.96	(7,271.96)	-36%	100% Completed
20-040-0450-9260-71523	Fence for Standby Generator at FFHS	2,500.00	0.00	2,500.00	100%	Materials on order. Will be installed once materials arrive
		0.00	57,510.86	(57,510.86)		
PUBLIC WORKS						
TRANSPORTATION						
20-060-0611-0490-40952	Contribution from Reserve Fund	(778,778.00)	0.00	(778,778.00)	100%	
20-060-0611-0490-40400	Federal Gas Tax Reserve Fund	(448,340.00)	0.00	(448,340.00)	100%	
20-060-0611-0490-40412	Provinvial Grants	(4,799,817.00)	(1,423,598.59)	(3,376,218.41)	70%	
20-060-0611-9184-71523	Town Wide Stormwater Management Plan Development	100,000.00	12,734.84	87,265.16	87%	
20-060-0611-9265-71523	Erin Crescent Subdivision (Phase 3)- Use FGT to complete	472,340.00	149,626.65	322,713.35	68%	Curb and gutter in, asphalt to be installed with Armit Ave paving
20-180-1810-9265-71471	Erin Crescent Subdivision	0.00	12,234.21	(12,234.21)		
20-180-1810-9265-60010 to 60055	Salaries & Benefits - Erin Cresent	0.00	46,836.19	(46,836.19)		
20-060-0611-9308-71523	Phase 1 - Reconstruction - Scott Street - Reid Ave. to Colonization Rd. East	375,715.00	20,418.32	355,296.68	95%	Complete
20-060-0611-9309-71523	Reconstruction of Kings Highway from Pit Road #1 to Pit Road #2	1,975,996.00	553,977.28	1,422,018.72	72%	Complete
20-060-0611-9311-71523	Design Works for the Reconstruction of Scott Street from Reid Avenue to Armit Ave	85,920.00	0.00	85,920.00	100%	No funding
20-060-0611-9313-71523	Reconstruction of Armit Avenue from Church Street to Scott Street (OCIF)	820,059.00	94,738.00	725,321.00	88%	Ongoing
20-060-0611-9314-71523	Reconstruction of Kings Highway from Pit Road #2 to Oakwood Road	1,951,510.00	0.00	1,951,510.00	100%	No Funding
20-060-0611-9317-71523	Large Storm Sewer Spot Repair - Williams Ave at Front Street	33,021.00	7,341.09	25,679.91	78%	To be completed by BCC once Armit is complete
20-060-0611-9307-71523	Replacement of 478 meters of water main along Colonization Road West	212,374.00	1,049.65	211,324.35	100%	Settlement issues to be resolved before surface installed
20-060-0614-0490-40952	Contribution from Reserve Fund	(221,790.00)	0.00	(221,790.00)	100%	
20-060-0614-9105-71471	Public Works Small Equipment Purchase	8,000.00	1,789.51	6,210.49	78%	Ongoing
20-060-0614-9181-71471	Replace Fire Panel- Public Works	5,620.00	0.00	5,620.00	100%	Retained contractor, material supply has been an issue. No confirmed start date.
20-060-0614-9244-71471	Replace 2000 Sand Truck With Tandem Axel Truck with Sand Box	208,170.00	209,209.92	(1,039.92)	0%	Complete
20-060-0614-9257-71471	Loader		10,094.37	(10,094.37)		

As of July 31, 2021

		2021 BUDGET	2021 Actuals	2021 Budget to Actual Variance	2021 Budget to Actual Variance %	Notes & Comments
20-060-0617-0490-40952	Contribution from Reserve Fund	(148,264.00)	0.00	(148,264.00)	100%	
20-060-0617-0490-40412	Provinvial Grants	(184,736.00)	0.00	(184,736.00)	100%	
20-060-0617-0490-40437	Contribution from Others or Donations	(72,000.00)	0.00	(72,000.00)	100%	
20-060-0617-9232-71523	Sidewalks - Kings Hwy to FFHS along McIrvine Rd		34.52	(34.52)		
20-060-0617-9308-71523	Sidewalks - Scott St - Reid Ave to Coloniz Rd E		85.16	(85.16)		
20-060-0617-9315-71523	Installation of Sidewalk From Biddeson Avenue to Riverview Cemetery	297,000.00	152,434.03	144,565.97	49%	Complete waiting on sod until fall
20-060-0617-9316-71523	Installation of Sidewalk along Keating Avenue from J.W. Walker to Second Street	108,000.00	94,426.92	13,573.08	13%	Complete waiting on sod until fall
20-060-0618-0490-40952	Contribution from Reserve Fund	(50,000.00)	0.00	(50,000.00)	100%	
20-060-0618-9133-71471	Replace Unit 181 - 2003 Chevy 2500 with new Crew Cab 4WD 3/4 Ton	50,000.00	311.29	49,688.71	99%	Complete
20-060-0619-0490-40952	Contribution from Reserve Fund	(213,000.00)	0.00	(213,000.00)	100%	
20-060-0619-9107-71471	Replace Roadvista Sign Testing Machine	18,000.00	16,323.11	1,676.89	9%	Complete
20-060-0619-9230-71471	Replace 2003 Holder Sidewalk Machine with new Sidewalk machine with blower and sweeper attachments	195,000.00	0.00	195,000.00	100%	Tender complete, to be issued shortly\
20-060-0623-0490-40952	Contribution from Reserve Fund	(30,000.00)	0.00	(30,000.00)	100%	
20-060-0623-9135-71471	2021 Pole Replacement - 20 poles along Phase 1 Waterfront walkway	30,000.00	0.00	30,000.00	100%	Trying to spec a pole for Scott Street - Still unable to cross to US
20-060-0624-0490-40952	Contribution from Reserve Fund	(2,500.00)	0.00	(2,500.00)	100%	
20-060-0624-9123-71471	GIS Capital Contribution	2,500.00	0.00	2,500.00	100%	ongoing
		0.00	(39,933.53)	39,933.53		
AIRPORT						
20-060-0660-0490-40952	Contribution from Reserve Fund	(71,000.00)	0.00	(71,000.00)	100%	
20-060-0660-9107-71471	Replace Runway Reporting Equipment (Regulatory Requirement)	10,000.00	0.00	10,000.00	100%	
20-060-0660-9157-71471	Airport Lawnmowers		6,168.86	(6,168.86)		
20-060-0660-9182-71471	Replacement of 2 Terminal furnaces Converting to Propane	18,000.00	11,825.00	6,175.00	34%	Complete, need to build pad and make fence changes to facilitate new propane tank. Materials on order.
20-060-0660-9263-71523	Replace REIL Light Foundations (Audit Finding)	15,000.00	0.00	15,000.00	100%	Lamp bases being galvanized in Wpg. Should have them week of August 23 Foundations can then be installed
20-060-0660-9295-71523	Replace Terminal Roof and Legion Park Picnic Shelter ($32,000 budget total)	28,000.00	21,150.00	6,850.00	24%	Complete
		0.00	39,143.86	(39,143.86)		
SANITARY SEWER						
20-080-0811-0490-40952	Contribution from W&S Reserve Fund	(398,835.00)	0.00	(398,835.00)	100%	
20-080-0811-9105-71471	Sanitary Sewer tools and equipment (Annual)	10,000.00	3,831.70	6,168.30	62%	Ongoing
20-080-0811-9107-71471	Rebuild Backup Underpass Storm Water Pump	12,250.00	12,367.62	(117.62)	-1%	Complete
20-080-0811-9123-71471	GIS Capital Contribution	2,290.00	0.00	2,290.00	100%	Ongoing
20-080-0811-9138-71523	Refurbishing Sanitary Manholes (Annual)	50,000.00	0.00	50,000.00	100%	No word on Topshot at this point
20-080-0811-9265-71523	Erin Cres Subdivision - Sanitary		4,358.36	(4,358.36)		
20-080-0811-9265-71540	Erin Crescent- Equipment Rentals- Own		8,408.98	(8,408.98)		
20-080-0811-9266-71523	2nd St. Victoria Ave to Portage Ave - Sanitary		3,164.43	(3,164.43)		
20-080-0811-9288-71523	Design for White Pine & Church Lift Station Wet Well Upgrades	65,000.00	0.00	65,000.00	100%	
20-080-0811-9293-71523	Design for Infrastructure Renewal Project for 2020 construction work	37,500.00	0.00	37,500.00	100%	Hatch engaged, survey work complete, design ongoing
20-080-0811-9307-71523	Water Main along Colonization Road West		229.61	(229.61)		
20-080-0811-9308-71523	S&W Scott Street - Reid Ave. to Colonization Rd. E		684.56	(684.56)		
20-080-0811-9312-71523	Victoria Ave 6th St. 30m S.- Sanitary Main Spot		159.90	(159.90)		
20-080-0811-9313-71523	Reconstruction of Armit Avenue from Church Street to Scott Street	221,795.00	24,813.17	196,981.83	89%	Ongoing
		0.00	58,018.33	(58,018.33)		
SEWAGE TREATMENT PLANT						
20-080-0812-0490-40952	Contribution from Revenue Fund	(862,707.00)	0.00	(862,707.00)	100%	
20-080-0812-9105-71471	Miscellaneous Capital Upgrades	120,000.00	40,279.38	79,720.62	66%	Ongoing
20-080-0812-9107-71471	Replace mobile generator for lift stations	25,000.00	0.00	25,000.00	100%	Quotes received, reviewing

		As of July 31, 2021				
		2021 BUDGET	2021 Actuals	2021 Budget to Actual Variance	2021 Budget to Actual Variance %	Notes & Comments
20-080-0812-9260-71471	Design for Emergency Standby Generator	27,107.00	17,467.61	9,639.39	36%	Generator ordered, waiting on final shop drawings to finalize locations for final design and tendering of installation and electrical servicing.
20-080-0812-9260-71471	Installation of Emergency Standby Generator	625,800.00	0.00	625,800.00	100%	CAT Retained to supply the unit. Delivery is looking like February at this point….
20-080-0812-9262-71471	PLC Upgrade at Central Lift Station to Delta V	64,800.00	0.00	64,800.00	100%	Awarded to lakeside at August 9, 2021 Council meeting
		0.00	57,746.99	(57,746.99)		
WATER TREATMENT PLANT						
20-080-0831-0490-40952	Contribution from Revenue Fund	(214,208.00)	0.00	(214,208.00)	100%	
20-080-0831-9105-71471	Miscellaneous Small Capital Equipment	50,000.00	26,370.58	23,629.42	47%	Ongoing
20-080-0831-9107-71471	MCC Thermography and Inspection & Starter Replacement	10,000.00	0.00	10,000.00	100%	Working with firm giving data so they are ready when staff here to complete
20-080-0831-9107-71471	Defibrilators for WTP (2)	3,153.00	3,311.08	(158.08)	-5%	Complete
20-080-0831-9124-71471	New Auto-dialer system for on-call at WTP	35,000.00	0.00	35,000.00	100%	Work scoped and Lakeside to implement when in town working on lift stations.
20-080-0831-9127-71523	Office/Lab upgrades at WTP (wifi, phone, workstations, equipment)	33,298.00	4,400.10	28,897.90	87%	working with vendors on supply throguh LAS program.
20-080-0831-9133-71471	Replace Unit 189 with new half ton (4WD, Crew Cab)	39,500.00	37,924.40	1,575.60	4%	Complete
20-080-0831-9220-71471	Security upgrades at WTP (video, entry system)	16,150.00	0.00	16,150.00	100%	working with vendors on supply throguh LAS program.
20-080-0831-9293-71523	Design for hoarding in of Soda Ash Tower in WTP	27,107.00	2,014.85	25,092.15	93%	Finalizing a design report on this issue.
		0.00	74,021.01	(74,021.01)		
WATERWORKS ADMINISTRATION						
20-080-0832-0490-40952	Contribution from W&S Reserve Fund	(654,741.00)	0.00	(654,741.00)	100%	
20-080-0832-9105-71471	General Miscellaneous Tools/Equipment	10,000.00	4,445.56	5,554.44	56%	Ongoing
20-080-0832-9107-71471	New Honeywell Water Meter Reading Device & 2 Days Training	9,852.00	4,757.29	5,094.71	52%	Waiting on final server setup so software can be installed and final training can be completed
20-080-0832-9123-71471	GIS Capital Contribution	4,579.00	0.00	4,579.00	100%	Ongoing
20-080-0832-9137-71523	2019 Road Reconstruction	0.00	125.68	(125.68)		
20-080-0832-9137-71523	Replacing main line water valves/hydrants included in the 2021 Roadworks Tender	100,000.00		100,000.00	100%	Complete
20-080-0832-9137-71523	Structural Relining of watermain under CNR Wright Avenue ROW	114,033.00	0.00	114,033.00	100%	Awarded to FerPal - to be complete September 2021
20-080-0832-9137-71523	Structural Relining of watermain under CNR Keating Avenue ROW	113,234.00	71,815.71	41,418.29	37%	Awarded to FerPal - to be complete September 2021
20-080-0832-9137-71524	Colonization Rd Sidewalk - Misc Waterworks		1,312.44			
20-080-0832-9293-71523	Design for Infrastructure Renewal Project for 2022 construction work	37,500.00	0.00	37,500.00	100%	Hatch engaged, survey work complete, design ongoing
20-080-0832-9307-71523	Water Main along Colonization Rd W		413.34	(413.34)		
20-080-0832-9308-71523	Scott Street - Reid Ave. to Colonization Rd. E		664.90	(664.90)		
20-080-0832-9309-71523	Reconstruction of Kings Highway from Pit Road #1 to Pit Road #2	45,000.00	12,593.74	32,406.26	72%	Complete
20-080-0832-9313-71523	Reconstruction of Armit Avenue from Church Street to Scott Street	220,543.00	25,803.23	194,739.77	88%	Ongoing
		0.00	121,931.89	(120,619.45)		
Landfill						
20-080-0860-0490-40952	Contributions from Reserve Fund	(138,500.00)	0.00	(138,500.00)	100%	
20-080-0860-9107-71471	Replace Landfill Scales ($58.5k + installation & commissioning)	78,500.00	0.00	78,500.00	100%	
20-080-0860-9238-71523	Landfill Site Expansion and first phase design activities	60,000.00	0.00	60,000.00	100%	Consultant to be on site early September. Survey work required, finalizing scope.
		0.00	0.00	0.00		
CEMETARIES						
20-100-1041-0490-40952	Contribution from Reserve Fund	(132,286.00)	0.00	(132,286.00)	100%	
20-100-1041-9620-71471	Installation of 3 new Columbaria at Riverview Cemetery	132,286.00	131,255.85	1,030.15	1%	Units installed, unistone to be installed yet
		0.00	131,255.85	(131,255.85)		
SKC						
20-120-1220-0490-40952	Contribution from Reserve Fund	(12,000.00)	0.00	(12,000.00)	100%	
20-120-1220-9127-71523	Accoustical Improvements	12,000.00	6,568.10	5,431.90	45%	Complete in main hall, panels to install in pool room yet

As of July 31, 2021

2021 BUDGET	2021 Actuals	2021 Budget to Actual Variance	2021 Budget to Actual Variance %	Notes & Comments
0.00	6,568.10	(6,568.10)		

As of July 31, 2021

		2021 BUDGET	2021 Actuals	2021 Budget to Actual Variance	2021 Budget to Actual Variance %	Notes & Comments
Parks						
20-160-1610-0490-40952	Contribution from Reserve Fund	(88,894.00)	0.00	(88,894.00)	100%	
20-160-1610-0490-40437	Contribution from Others or Donations	(500.00)	0.00	(500.00)	100%	
20-160-1610-9105-71471	Small Equipment Replacement- small mowers and whipper snippers	6,250.00	1,929.68	4,320.32	69%	Ongoing
20-160-1610-9129-71523	Lillie Ave/Phair Ave Park Tree Planting Project (funding from New Gold)	3,500.00	1,840.61	1,659.39	47%	Complete for 2021, more trees to plant in 2022, unavailable in 2021
20-160-1610-9174-71471	Replace John Deere Z445 with new John Deere Z540R	11,658.00	2,207.03	9,450.97	81%	Complete
20-160-1610-9174-71471	Replace John Deere X390 with new John Deere X390 c/w 48" deck	7,656.00	3,655.00	4,001.00	52%	Complete
20-160-1610-9174-71471	Replace John Deere 3260 with new 4044R Tractor. Old Tractor moved to Airport	60,330.00	49,763.04	10,566.96	18%	Complete
20-160-1610-9157-71471	Lawnmowers		3,995.17	(3,995.17)		
20-160-1612-0490-40952	Contribution from Reserve Fund	(4,000.00)	0.00	(4,000.00)	100%	
20-160-1612-9295-71523	Replace Terminal Roof and Legion Park Picnic Shelter ($32,000 budget total)	4,000.00	3,154.56	845.44	21%	Complete
		0.00	66,545.09	(66,545.09)		
MSC/Recreation						
20-160-1631-0490-40952	Contribution from Reserve Fund	(150,180.00)	0.00	(150,180.00)	100%	
20-160-1631-9183-71523	Perimeter re-grading around the Sorting Gap Building	10,000.00	0.00	10,000.00	100%	
20-160-1631-9627-71471	Dock Replacement (Committed in 2020)	140,180.00	189,572.72	(49,392.72)	-35%	Complete
20-160-1631-9627-60010 to 60055	Salaries and Benefit Accts for Dock Replacement		14,064.05	(14,064.05)		
20-160-1634-0490-40952	Contribution from Reserve Fund	(938,253.00)	0.00	(938,253.00)	100%	
20-160-1634-0490-40412	Provincial Grants	(1,893,247.00)	0.00	(1,893,247.00)	100%	
20-160-1634-9105-71471	Misc Ongoing Capital Repairs (Annual)	30,000.00	6,230.00	23,770.00	79%	Ongoing
20-160-1634-9107-71471	Replace Dry-O-Tron Compressors (end of service life)	13,000.00	439.24	12,560.76	97%	
20-160-1634-9107-71471	Pool Vacuum Replacement	12,500.00	12,350.53	149.47	1%	Complete
20-160-1634-9640-71523	Replace Front Entry Stairs	2,000.00	0.00	2,000.00	100%	Can't be complete without more structural repairs
20-160-1634-9656-71523	MSC Facility Upgrades (ICIP Funded Project 2021 Portion)	2,712,000.00	18,052.80	2,693,947.20	99%	Ongoing
20-160-1634-9660-71523	IFK Sprinkler System Repairs and Testing (5 Year Required)	22,000.00	0.00	22,000.00	100%	
20-160-1634-9661-71523	Engineering Study of Ice Plant to find efficiencies	40,000.00	386.40	39,613.60	99%	Ongoing
20-160-1613-0430-40632	Donations		(600.00)	600.00		
		0.00	240,495.74	(240,495.74)		
Library						
20-160-1640-0490-40952	Contribution from Reserve Fund	(89,020.00)	0.00	(89,020.00)	100%	
20-160-1640-9105-71471	Maker Space Equipment	20,450.00	0.00	20,450.00	100%	
20-160-1640-9109-71471	Computer Equipment	68,570.00	5,749.09	62,820.91	92%	
		0.00	5,749.09	(5,749.09)		
Museum						
20-160-1645-0490-40952	Contribution from Reserve Fund	(20,950.00)	0.00	(20,950.00)	100%	
20-160-1645-9107-71471	Replace Humidifiers- Musuem	10,000.00	10,175.54	(175.54)	-2%	Complete
20-160-1645-9181-71471	Replace Fire Panel- Museum	10,950.00	0.00	10,950.00	100%	Retained contractor, material supply has been an issue. No confirmed start Date
		0.00	10,175.54	(10,175.54)		
Building/Planning						
20-180-1810-0490-40952	Contribution from Reserve Fund	(196,852.00)	0.00	(196,852.00)	100%	
20-180-1810-0490-40412	Provincial Grants	(12,037.00)	(202.43)	(11,834.57)	98%	
20-180-1810-0490-40400	Federal Grants	(11,111.00)	0.00	(11,111.00)	100%	
20-180-1810-9180-71523	Wood Yard Land Use/Economic Development Feasibility Study	25,000.00	1,817.43	23,182.57	93%	
20-180-1810-9185-71523	Nursing Station Demolition	60,000.00	4,577.56	55,422.44	92%	
20-180-1810-9237-71523	Wood Yard Development- Environmental (Ph. 1-2 ESA, RSC)	135,000.00	355.75	134,644.25	100%	
		0.00	6,548.31	(6,548.31)		

Date: September 2nd, 2021

Report To: Planning & Development Executive Committee.

From: Patrick Briere, By-Law Enforcement Officer

RE: August Activities for By-Law Enforcement Department.

Please see the below information for the month of August activities for this department.

Operational Constraints
- Nothing to report.

August 2021

Animal Pound Statistics	
Impounded Dogs	0
Impounded Cats	0
After Hours Visits	0
Total Shelter Visits for Month	6

Monthly Parking Statistics	
Tickets for Month	2
Ticket by OPP	1
Monthly Total	3
Yearly Total Issued	118

Daily Activities completed by By-Law Officers.
- Animal Pound Activities.
- Pawn Shop Visits.
- Checking Parking Equipment (Repairs/Maintenance to Meter Equipment).
- Garbage Collection Issues.

Other Duties Completed by By-Law Officers
- Month End Office Reports.
- Fine Box Collections & Ticket Processing.
- Parking Enforcement Complaint Driven.
- OPP Monthly Parking Stats.
- Emergency Management COVID-19 Response.
- Emergency Management 2021 Compliance Ongoing.
- Operation Walleye Full Scale Exercise Planning Meetings.
- Hospital Evacuation Centres Review/Planning.
- Review & Comment on CN Extreme Weather & Fire Plans.
- OFMEM PEOC Calls Twice per Week.
- Amethyst Sector (Emergency Management) CEMC Bi-Weekly Calls.
- JHSC Activities & Monthly Inspections.
- Monthly Activities Reporting to PDEC.
- OFMEM - EEPMO Project Meetings.
- OAPSO Fall Chapter Meeting Planning
- Maintain/Attend Town Vehicle's in Parking Lot (Civic Centre).
- Monitoring NW Region Fire Hazards & Evacuation Situation.

- POA Court Reopening Meetings/Planning.
- Court Appearance – DOLA
- RL Gymnastics Parking Request.

Occurrence Type (Complaints & Information)	Calls for Complaints/ Information
Fireworks (Includes Inquiries)	1
Parking (Includes Inquiries)	8
Animals (Includes Inquiries)	15
Business Licensing (Includes Inquiries)	10
Property Standards (Includes Landlord/Tenant & Grass Cutting)	13
Taxi (Includes Inquiries)	5
Off-Road Vehicles By-Law (Includes Inquiries)	3
Moving Permits (Includes Inquiries)	1
Smoking By-Law & Cannabis (Includes Inquiries)	3
Heavy Trucks (Includes Inquiries)	2
Waste Management (Includes Asselin Forms)	24
Fences (Includes Inquiries & Pools)	4
COVID Legislation/Vaccination	3
OPP Call Outs/Questions	2
Building Code/Zoning Issues (Includes Tents, Trailers, etc).	3
Noise Issues (Includes Inquiries)	8
Fire Issues (Includes Inquiries)	3
Water Permits & Information (Issued, Inquiries & Enforcement)	14
Sign Permits (Includes Inquiries)	4
TOTAL CALLS FOR SERVICE	**126**

Respectfully submitted,

Original Signed By

Patrick Briere, CMM III, Property Standards Professional
MLEO/Alternate CEMC/Public Information Officer, Planning & Development Division
PH: 1-807-274-5323 ext. 1218
pbriere@fortfrances.ca

Ontario Clean Water Agency
Agence Ontarienne Des Eaux

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

August 20, 2021

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

Attention: Mr. Craig Miller
Environmental Superintendent

Dear Craig:

Re: Fort Frances Wastewater Treatment Facility
July 2021 Monthly Report

As per the operating agreement, the attached document is the July 2021 monthly report for the Fort Frances Wastewater Treatment Facility.

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

If you have any questions regarding this report do not hesitate to contact Mr. Ty Maurice, Senior Operations Manager.

Yours truly,

Kelly Cunningham
Team Lead

For Ty Maurice
Senior Operations Manager

The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
July 2021 Monthly Operations Report

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of July 2021; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

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

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

LABORATORY

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

JULY 2021 EFFLUENT QUALITY

Parameters	***Monthly Actual Concentration* mg/L**	***Compliance Criteria Concentration* mg/L**	***Performance Objective Concentration* mg/L**	***Monthly Actual Loading, kg/d***	***Compliance Criteria Loading kg/d***	***Performance Objective Loading* kg/d**
$CBOD_5$	2.0 mg/L	25 mg/L	15 mg/L	9.3 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	2.5 mg/L	25 mg/L	15 mg/L	11.5 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.06 mg/L	1.0 mg/L	0.9 mg/L	0.27 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	12.0 mg/L 6.59 mg/L					
Total Cl_2 Residual		<0.01 mg/L (when in use)				
E-Coli		18.1 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 7.1 to 7.5; average pH was 7.3		
Temperature degrees C				Temperatures ranged from 15.0 to 17.0 C; average temperature of effluent was 16.1 C		

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

WASTEWATER LIQUID PROCESS

The average daily flow for July was 4603.1 m^3 /day. This represents 51% of the design average flow. Total treated flow for the month was 142697 m^3.
The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objectives as outlined in the Environmental Compliance Approval.

MAINTENANCE

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

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain. Hosed Snail
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Inspected teacup
- Replace tubing on influent automatic sampler
- Cleaned DO probes
- Greased both clarifier drives
- Replaced shear pin longitudinal collector
- Changed oil blower 5
- Pumped out sump in digester valve chamber

Pump Stations:

- Ran gensets
- Changed seal water strainers
- Checked all wiring connections Milltronics controller at Church Street lift station
- Backflushed both pumps at Boundary Road lift station

PROCESS AND OPTIMIZATION ISSUES

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 128.3 m3 (12 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 17.2 % TS for the month but slump test results from the landfill site have not been provided.
The Fournier press ran for 146 hours in the past month.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

There were no bypass events in the reporting period.

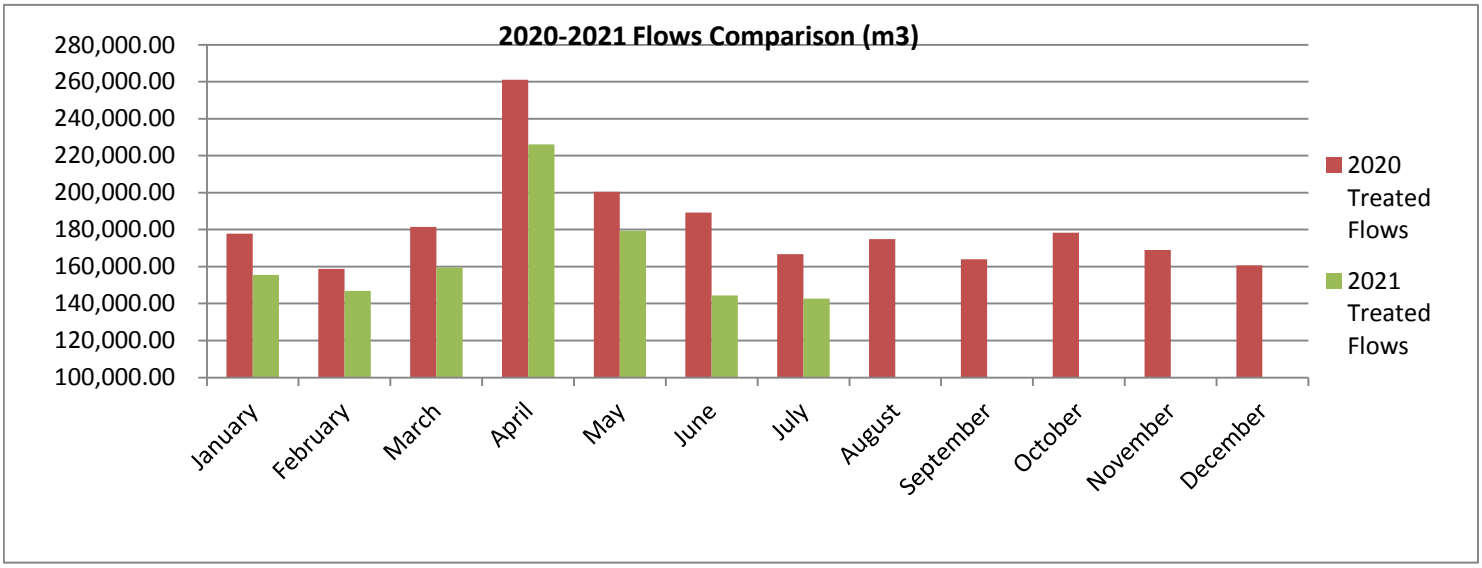
COMMENTS

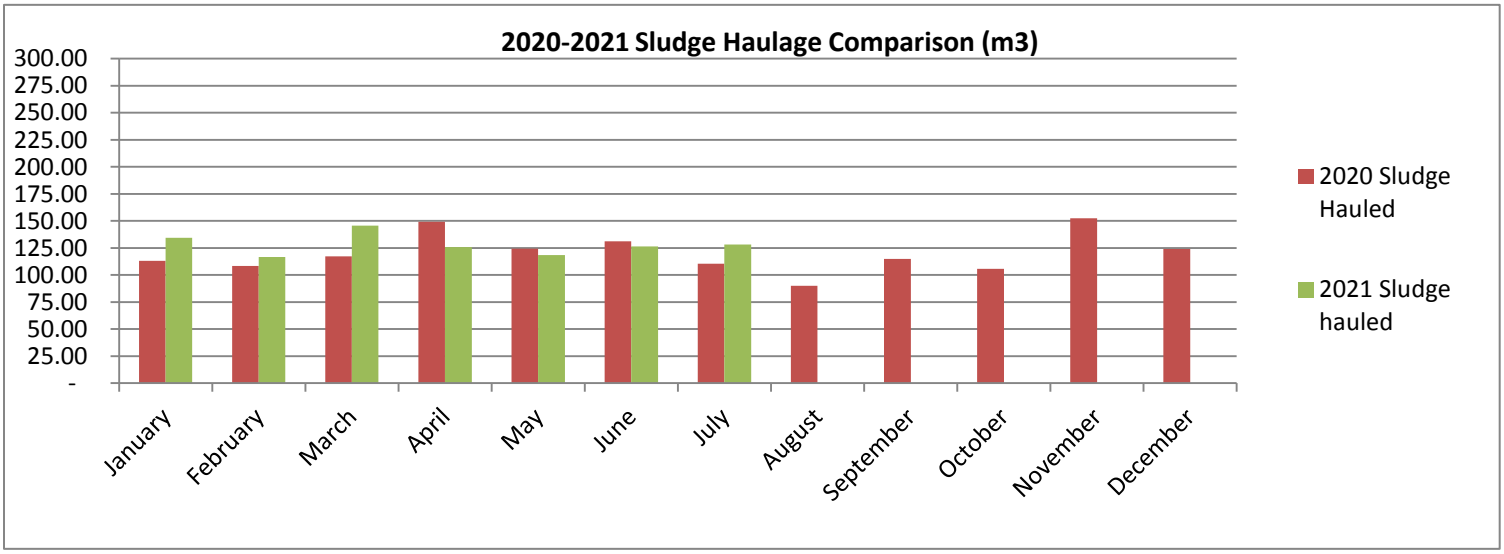
Plant power consumption for the month was 458 (x 180 multiplier) kWh.
The Fournier press has been operated 849.8 hours in 2021.

REPORTS

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

2020-2021 Comparison Chart						
Month	2020 Treated Sewage	2021 Treated Sewage	% Variance 2020 to 2021	2020 Hauled Sludge	2021 Hauled Sludge	% Variance 2020 to 2021
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	177,747.00	155,465.00	-14%	113.20	134.40	19%
February	158,832.00	146,883.00	-8%	108.20	116.60	8%
March	181,415.00	159,400.00	-14%	117.10	145.60	24%
April	261,159.00	226,144.00	-15%	149.30	125.70	-16%
May	200,528.00	179,453.00	-12%	124.40	118.30	-5%
June	189,252.00	144,334.00	-31%	131.00	126.40	-4%
July	166,681.00	142,697.00	-17%	110.50	128.30	16%
August	174,870.00		#DIV/0!	89.90		-100%
September	163,947.00		#DIV/0!	114.80		-100%
October	178,352.00		#DIV/0!	105.80		-100%
November	169,049.00		#DIV/0!	152.50		-100%
December	160,702.00		#DIV/0!	123.90		-100%
Totals	2,182,534.00	1,154,376.00	-89%	1,440.60	895.30	-38%





Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Workorder Summary Report

Report Start Date: Jul 1, 2021 12:00 AM
Report End Date: Jul 31, 2021 11:59 PM
Location: 1103*
Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2343743			1103, Fort Frances WPCP	OPER	Inspection	1	MONTHS	Grass Cutting at Wastewater Treatment (1m) 1103	COMP	7/1/21 12:00 AM	8/9/21 07:47 AM	8/9/21 07:47 AM	
2355214	0000227376	PANEL ALARM/ DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	7/1/21 12:00 AM	7/31/21 11:00 AM	7/31/21 12:00 PM	Dialer Test -We test daily
2355218			1103, Fort Frances WPCP	PM	Refurbish/ Replace/Repair	1	MONTHS	Diesel Gensets Inspection/ Functional Tests (1m) 1103	COMP	7/1/21 12:00 AM	7/23/21 03:45 PM	7/23/21 03:45 PM	Diesel Gensets Inspection/ Functional Tests (1m) 1103 -exercised gensets at lift stations and portable Yamaha. Portable diesel is scheduled for replacement by the Town of Fort Frances. KC
2355234			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	7/1/21 12:00 AM	7/31/21 06:45 AM	7/31/21 07:45 AM	H&S Inspection -No issues
2355245			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	7/1/21 12:00 AM	8/9/21 07:46 AM	8/9/21 07:46 AM	
2355579			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	7/1/21 12:00 AM	7/31/21 01:52 PM	7/31/21 01:52 PM	Monthly Blowers -I greased all blowers and changed oil in blower 5.
2355587	0000246402	CENTRIFUGE GS2-2-1 TEACUP/ GRIT SNAIL	1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting	PM	Inspection	1	MONTHS	Teacup Centrifuge Inspection/ Service (1m/3m/1y) 1103	COMP	7/1/21 12:00 AM	7/24/21 02:14 PM	7/24/21 02:14 PM	Teacup Centrifuge Inspection/ Service (1m/3m/1y) 1103 -Drained and inspected teacup, no debris. Lubricated bearings and drive chain grit snail. KC
2364941	0000246415	TANK PROCESS CLARIFIER SECONDARY CELL #2	1103, Fort Frances WPCP, Process, Secondary Treatment	CALL	Refurbish/ Replace/Repair	0		Long Collector #2 Failure 1103	COMP		7/27/21 07:44 AM	7/27/21 07:52 AM	Long Collector #2 Failure -I arrived onsite to find the shear pin to have broken so I replaced it with a new one and monitored the drive for 10 minutes.

2021 Fort Frances Wastewater

Month	Avg. Day Flow m3	Sewage Flows Year 2020 Max Day Flow m3	Total Treated Volume ML	Total ByPass Volume ML	Total Volume ML	Usage % Plant Capacity	Calculated Volume Hauled M3	Sludge Bins Hauled	Removal Efficiency
									CBOD5 0.974457796
									Suspended Solids 0.980976392
									Total Phosphorus 0.968
January	5015.0	5375	155465		155465	56%	134.4	13	
February	5244.0	5551	146883		146883	58%	116.6	11	
March	5141.9	5653	159400		159400	57%	145.6	14	
April	7538.1	11729	226144		226144	84%	125.7	13	
May	5788.8	6607	179453		179453	64%	118.3	11	
June	4811.1	5142	144334		144334	53%	126.4	12	
July	4603.1	5235	142697		142697	51%	128.3	12	
August						0%			
September						0%			
October						0%			
November						0%			
December						0%			
Sum				0	1154376		895.3	86	
Average	5449		164911		164911	53%	127.9	12.3	
Max		11729	226144		226144			14	
ECA	9000	18000							

	BOD5/CBOD5			Suspended Solids			Total Phosphorus			Nitrogen		E. Coli	pH	
	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Geo Mean	Monthly	Monthly
Month	BOD	CBOD	CBOD	S.S	S.S	S.S	T.P	T.P	T.P	TKN	Total N	Counts	Minimum	Maximum
	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	/100ml		
January	123.8	2.2	11.1	196.5	2.5	12.7	2.99	0.07	0.33	26.2	11.8	10.0	6.6	7.0
February	91.0	2.7	14.3	185.9	3.0	15.9	2.79	0.08	0.41	22.7	15.1	10.0	6.6	7.1
March	104.4	3.4	17.6	179.1	3.6	18.5	2.34	0.08	0.40	18.6	15.0	12.5	7.0	7.4
April	91.8	2.5	20.0	160.7	5.0	40.5	2.23	0.08	0.63	15.8	12.6	17.8	7.1	7.5
May	87.6	2.3	13.3	166.1	4.0	23.5	2.34	0.11	0.61	18.0	13.9	22.2	7.2	7.4
June	97.8	2.3	10.7	208.8	4.3	20.8	3.18	0.12	0.57	18.6	14.7	55.7	7.2	7.4
July	86.0	2.0	9.3	211.8	2.5	11.5	2.88	0.06	0.27	19.5	12.0	18.1	7.1	7.5
August														
September														
October														
November														
December														
Average	97.5	2.5	13.8	187.0	3.6	20.5	2.68	0.09	0.46	19.9	13.6	20.9	7.0	7.3
Max	123.8	3.4	20.0	211.8	5	40.5	3.18	0.12	0.63	26.2	15.1	55.7	7.2	7.5
ECA		25	225		25	225		1.0	9.0			200	6.0	9.5

TOWN OF FORT FRANCES

Operations and Facilities Division - Environmental Area - Operations Statistics

July-21

STAFFING:

See Operations Statistics prepared by M. Strachan, Superintendent of Transportation

OVERTIME HOURS - Equivalent Straight Time Hours

See Operations Statistics prepared by M. Strachan, Superintendent of Transportation

WATER DISTRIBUTION & WASTE WATER COLLECTION:

See Monthly Summary (Attached)
DWQMS Internal Audit completed.
Construction support for King's Hwy project and Armit Avenue project
Focus on CCTV and repair of problematic sewer services
Emco Utilities in town to repair 1 hydrant and lower 3 others
Wessuc CCTV, inspect and high pressure clean sewer main program
C.Miller relocated from WTP to Public Works building
Flushing and valve turning program continues
Adjusted multiple curb stops and valve boxes

WATER TREATMENT PLANT:

In receipt of the Water Treatment Plant Monthly Report
DWQMS Internal Audit completed.
Retaining Gowling WLG to represent Town of Fort Frances in MECP appeal of drinking water license

WASTE-WATER TREATMENT FACILITY:

In receipt of the Wastewater Treatment Facility Monthly Report.

WASTE MANAGEMENT:

Garbage Collection:
Garbage not picked up - 1 house

Sanitary Landfill (Waste Disposal Site):
Landfill Scales functioning during this period.

Amount of residential waste (kg) delivered to the landfill:
210,870

Amount of ICI waste (kg) delivered to the landfill:
578,990

Recycling:
Recycle not picked up - 1 house

Amount of recycled waste (Metric Tonnes) diverted from the landfill:
No Data (Emterra)

Prepared By: Craig Miller, P.Eng. Environmental Superintendent

Date: 3-Sep-21

TOWN OF FORT FRANCES

Operations and Facilities Division - Environmental Area - Operations Statistics

August-21

STAFFING:

See Operations Statistics prepared by M. Strachan, Superintendent of Transportation

OVERTIME HOURS - Equivalent Straight Time Hours

See Operations Statistics prepared by M. Strachan, Superintendent of Transportation

WATER DISTRIBUTION & WASTE WATER COLLECTION:

See Monthly Summary (Attached)
Construction support for King's Hwy project and Armit Avenue project
Interviewing for Water / Wastewater Operator bulletin vacancy
Continued Focus on CCTV and repair of problematic sewer services
Flushing and valve turning program continues
Adjusted multiple curb stops and valve boxes
Installed new sewer service at former A&W restaurant building (860 King's Hwy)

WATER TREATMENT PLANT:

In receipt of the Water Treatment Facility Monthly Report.
DWQMS Management Review Completed
Participated in emergency exercise on Aug 24 and Aug 25
Negotiating with MECP for drinking water license revision.

WASTE-WATER TREATMENT FACILITY:

In receipt of the Wastewater Treatment Facility Monthly Report.

WASTE MANAGEMENT:

Garbage Collection:
Garbage not picked up - 4 houses

Sanitary Landfill (Waste Disposal Site):
Landfill Scales functioning during this period.

Amount of residential waste (kg) delivered to the landfill:
306,070

Amount of ICI waste (kg) delivered to the landfill:
449,105

Recycling:
Recycle not picked up - 6 houses

Amount of recycled waste (Metric Tonnes) diverted from the landfill:
No Data (Emterra)

Prepared By: Craig Miller, P.Eng. Environmental Superintendent

Date: 3-Sep-21

Water Works		Years			
DATE	WORK	2018	2019	2020	2021
Jan	THAW FROZEN WL	1	6	1	1
	TURN WATER OFF	1	6		1
	TURN WATER OFF/ON	4	5		1
	TURN WATER ON	5			2
	TURNED WATER OFF				1
Jan Total		**11**	**17**	**1**	**6**
Feb	THAW FROZEN WL	27	11		11
	TURN WATER OFF	3	3	1	10
	TURN WATER OFF/ON		5	1	5
	TURN WATER ON	3		5	4
Feb Total		**33**	**19**	**7**	**30**
Mar	THAW FROZEN WL	3	27		
	TURN WATER OFF		2		
	TURN WATER OFF/ON	3	3	1	3
	TURN WATER ON	12	7	2	1
Mar Total		**18**	**39**	**3**	**4**
Apr	SET UP HYDRANT		1		
	THAW FROZEN WL		5		
	TRACE SERVICES				1
	TRACE WATER SERVICE				1
	TURN WATER OFF	3	2	2	
	TURN WATER OFF/ON	1	1	1	1
	TURN WATER ON	16	24	4	4
	WATER TURN ON				1
Apr Total		**20**	**33**	**7**	**8**
May	CHECK WATER SERVICE		1		
	CONNECTION INSPECTION	1	1		
	TRACE SERVICES		1		
	TURN WATER OFF	3	3		2
	TURN WATER OFF/ON	1	3	1	4
	TURN WATER ON	15	14	4	3
	TURN WATER ON	1			
	WATER TURN ON				2
	WATER TURN OFF/ON				1
May Total		**21**	**23**	**5**	**12**
Jun	RAISE CS TO GRADE	1			
	TERMINATE WATER				1
	TRACE SERVICES		1	1	
	TURN WATER OFF	4	3		2
	TURN WATER OFF/ON	3	3		3
	TURN WATER ON	4	6	1	5
Jun Total		**12**	**13**	**2**	**11**
Jul	CONNECTION INSPECTION	3	1		
	LIVE TAP SERVICE	1			
	REPAIR CURBSTOP		3		
	REPAIR HYDRANT				5
	TERMINATE WATER	1			
	TRACE SERVICES	2	2		
	TURN WATER OFF		1		
	TURN WATER OFF/ON	4	4		2
	TURN WATER ON	2	4		1
Jul Total		**13**	**15**		**8**
Aug	CONNECTION INSPECTION				1
	REPAIR HYDRANT				3
	TRACE SERVICES	1	1		
	TURN WATER OFF	2	1		2
	TURN WATER OFF/ON	3		1	3
	TURN WATER ON	2	1		3
Aug Total		**8**	**3**	**1**	**12**
Grand Total		**136**	**162**	**26**	**91**

Sewer Works		Years			
DATE	**WORK**	**2018**	**2019**	**2020**	**2021**
Jan	CCTV SEWER SERVICE	1	1	3	2
	UNPLUG SANITARY SEWER	20	21	7	2
	VAC OUT SEWER MAIN				1
Jan Total		**21**	**22**	**10**	**5**
Feb	CCTV SEWER SERVICE	2	2	1	5
	THAW FROZEN SEWER	1			
	TRACE SERVICES				1
	UNPLUG SANITARY SEWER	20	10	6	6
	VAC OUT SEWER MAIN				4
Feb Total		**23**	**12**	**7**	**16**
Mar	CCTV SEWER SERVICE	1	1		4
	CONNECTION INSPECTION		1		
	UNPLUG SANITARY SEWER	12	9	3	6
	VAC OUT SEWER MAIN				1
Mar Total		**13**	**11**	**3**	**11**
Apr	CCTV SEWER SERVICE	3	6		2
	CONNECTION INSPECTION				1
	TRACE SERVICES				1
	UNPLUG SANITARY SEWER	15	7	1	2
	TRACE SEWER SERVICE				1
Apr Total		**18**	**13**	**1**	**7**
May	CCTV SEWER SERVICE	1			1
	CONNECTION INSPECTION	1	1	1	2
	THAW FROZEN SEWER	1			
	UNPLUG SANITARY SEWER	15	10	2	1
May Total		**18**	**11**	**3**	**4**
Jun	**CCTV SEWER SERVICE**		4	1	
	CONNECTION INSPECTION		1	1	
	TRACE SERVICES		2		1
	UNPLUG SANITARY SEWER	14	3	1	2
	INSTALL SEWER PUMP			1	
Jun Total		**14**	**10**	**4**	**3**
Jul	CCTV SEWER SERVICE		1	2	11
	CONNECTION INSPECTION	3	2		4
	TRACE SERVICES		4		
	UNPLUG SANITARY SEWER	6	9		5
	VAC OUT SEWER MAIN		1		1
	VAC TRUCK POWER CABLES			1	
Jul Total		**9**	**17**	**3**	**21**
Aug	CCTV SEWER SERVICE	5	2	1	1
	CONNECTION INSPECTION				3
	TRACE SERVICES	2	2		
	UNPLUG SANITARY SEWER	11	8	1	11
Aug Total		**18**	**12**	**2**	**15**
Grand Total		**134**	**108**	**33**	**82**

System Repairs		Years			
DATE	**TYPE**	**2018**	**2019**	**2020**	**2021**
Jan	CURBSTOP		1		1
	HYDRANT			2	2
	SEWER SERVICE			2	
	WATERMAIN	1	1	1	1
Jan Total		**1**	**2**	**5**	**4**
Feb	CLEANOUT		2		
	CURBSTOP		8		
	HYDRANT				1
	SEWER SERVICE		1		2
	WATER SERVICE		2		1
	SANITARY MANHOLE				1
Feb Total			**13**		**5**
Mar	CLEANOUT		2		
	CURBSTOP		2		13
	HYDRANT			2	
	VALVE				8
	WATER SERVICE	2		1	1
	WATERMAIN			2	1
	SAN MANHOLE			1	
Mar Total		**2**	**4**	**6**	**23**
Apr	CLEANOUT		1		2
	CLEANOUT/CURBSTOP	1			
	CURBSTOP	1	9	15	10
	HYDRANT			3	
	MANHOLE		2		
	SEWER MAIN		1		
	VALVE				2
	WATER SERVICE	1			
	WATERMAIN	1		1	
Apr Total		**4**	**13**	**19**	**14**
May	CLEANOUT	3	4		2
	CLEANOUT/CURBSTOP	1			
	CURBSTOP	4	8		3
	HYDRANT				1
	MANHOLE		1		
	SEWER MAIN				1
	SEWER SERVICE		2		1
	WATER SERVICE		1		1
	WATERMAIN	4	1		3
May Total		**12**	**17**		**12**
Jun	CURBSTOP		5		4
	MANHOLE	1			
	WATER SERVICE		2		
	WATERMAIN	1	1	1	
Jun Total		**2**	**8**	**1**	**4**
Jul	CURBSTOP	3	10		1
	SEWER MAIN			1	
	WATER SERVICE		1		1
	WATERMAIN			3	
Jul Total		**3**	**11**	**4**	**2**
Aug	CLEANOUT	1	2		
	CURBSTOP	3	18	1	7
	SEWER MAIN			1	
	SEWER SERVICE				5
	WATER SERVICE				1
	WATER/SEWER	1			
Aug Total		**5**	**20**	**2**	**13**
Grand Total		**29**	**88**	**37**	**77**

Aircraft Landings 2021

As of August 31, 2021

Month	Bearskin Flights			Bearskin Passengers			Air Bravo Passengers			Government			Private			Med-I-vacs			International			Commercial			Totals			Variance
	2021	2020	2019	2021	2020	2019	2021	2020	2019	2021	2020	2019	2021	2020	2019	2021	2020	2019	2021	2020	2019	2021	2020	2019	2021	2020	2019	2021-2020
January	4	56	54	9	140	160	0	8	8	0	2	0	2	15	4	36	50	60	0	0	0	0	45	42	42	168	160	-126
February	0	64	56	0	149	197	0	12	15	4	3	13	8	6	1	58	36	43	0	1	0	0	38	38	70	148	151	-78
March	0	41	61	0	99	160	0	0	11	20	1	13	8	10	10	57	39	52	0	6	2	0	0	42	85	97	180	-12
1/4 Total	**4**	**161**	**171**	**9**	**388**	**517**	**0**	**20**	**34**	**24**	**6**	**26**	**18**	**31**	**15**	**151**	**125**	**155**	**0**	**7**	**2**	**0**	**83**	**122**	**197**	**413**	**491**	**-216**
April	0	1	59	0	0	197	0	0	7	5	2	5	18	10	9	63	30	57	0	1	3	0	0	40	86	44	173	42
May	0	0	67	0	0	196	0	0	5	2	3	14	43	20	19	74	40	63	0	0	25	0	0	43	119	63	231	56
June	0	0	61	0	0	208	0	0	9	5	0	13	159	21	48	68	53	57	0	0	81	0	0	39	232	74	299	158
1/2 Total	**4**	**162**	**358**	**9**	**388**	**1118**	**0**	**20**	**55**	**36**	**11**	**58**	**238**	**82**	**91**	**356**	**248**	**332**	**0**	**8**	**111**	**0**	**83**	**244**	**634**	**594**	**1194**	**40**
July	9	0	61	29	0	173	0	0	10	30	2	4	185	44	28	80	35	54	0	0	69	0	0	42	304	81	258	223
August	10	0	69	19	0	236	0	0	5	11	0	10	96	31	33	67	38	57	12	0	64	0	0	40	196	69	273	127
September		11	62		17	180		0	12		1	8		27	14		61	52		2	46		0	34	0	102	216	-102
3/4 Total	**23**	**173**	**550**	**57**	**405**	**1707**	**0**	**20**	**82**	**77**	**14**	**80**	**519**	**184**	**166**	**503**	**382**	**495**	**12**	**10**	**290**	**0**	**83**	**360**	**1134**	**846**	**1941**	**288**
October		16	66		30	219		0	13		5	5		9	22		59	57		0	8		0	44	0	89	202	-89
November		15	61		46	180		0	17		3	0		14	6		45	56		0	1		0	37	0	77	161	-77
December		12	47		15	111		0	13		6	0		4	13		54	43		0	3		0	38	0	76	144	-76
Total	**23**	**216**	**724**	**57**	**496**	**2217**	**0**	**20**	**125**	**77**	**28**	**85**	**519**	**211**	**207**	**503**	**540**	**651**	**12**	**10**	**302**	**0**	**83**	**479**	**1134**	**1088**	**2448**	**46**

Fort Frances Airport - Page 2/2 - Fuel Sales - August 31, 2021

Fuel Sales Recap - 2021									2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	10 year	Variance 2021-2020
	100LL		Jet Trk		Jet Cab		Month	Year	per	per	per	per	per	per	per	per	per	per	Average	per month
Month	Liters	Total	Liters	Total	Liters	Total	Total	Total	month	month	month	month	month	month	month	month	month	month	2021 to 2012	month
January	725	725	4,058	4,058		0	4,783	4,783	4,783	7,962	8,050	16,597	25,675	7,528	8,692	11,543	7,216	10,252	11,502	-3,179
February	1,023	1,748	6,424	10,482		0	7,447	12,230	7,447	5,077	7,991	16,286	12,503	11,904	11,231	12,304	6,197	6,918	10,046	2,370
March	1,107	2,855	15,715	26,197		0	16,822	29,052	16,822	6,473	13,716	9,796	21,928	13,255	17,795	10,508	12,077	9,329	12,764	10,349
April	676	3,531	11,388	37,585		0	12,064	41,116	12,064	1,459	13,010	10,398	13,102	8,592	13,219	8,377	4,453	8,251	8,985	10,605
May	1,940	5,471	14,609	52,194		0	16,549	57,665	16,549	11,685	18,667	24,839	21,362	24,681	16,161	29,753	18,350	21,891	20,821	4,864
June	1,698	7,169	77,661	129,855		0	79,359	137,024	79,359	8,082	31,063	27,380	27,380	26,015	45,698	30,789	22,786	23,537	26,970	71,277
July	2,552	9,721	83,747	213,602		0	86,299	223,323	86,299	11,116	17,146	23,461	24,642	29,002	28,150	14,441	19,232	32,650	22,204	75,183
August	3,131	12,852	22,668	236,270		0	25,799	249,122	25,799	7,530	17,024	30,430	23,029	21,119	36,638	20,450	20,075	30,783	23,009	18,269
September		12,852		236,270		0	0	249,122	0	14,689	16,543	25,191	13,489	21,325	24,238	21,837	18,005	19,431	19,416	-14,689
October		12,852		236,270		0	0	249,122	0	4,307	9,076	10,769	16,604	30,655	8,216	15,472	13,109	11,325	13,281	-4,307
November		12,852		236,270		0	0	249,122	0	13,333	2,202	10,748	9,924	22,349	11,616	7,238	6,398	8,170	10,220	-13,333
December		12,852		236,270		0	0	249,122	0	5,333	5,852	13,243	6,560	13,797	7,592	6,849	2,026	8,179	7,715	-5,333
Total	12,852		236,270		0		249,122		249,122	97,046	160,340	219,140	216,198	230,222	229,246	189,561	149,926	190,716	186,933	152,076

Lowest month in last 9 years
Highest month in last 9 years
Highest month
lowest month

Sewer & Water Data for 2021

up-dated September 2, 2021

Month	Days per month	2021 Total Sewage STP cu. meters monthly	2021 daily Sewage STP cu. meters daily	2021 Couch. Sewage Meters cu. meters monthly	2021 Couch. Sewage Meters cu. meters daily	2021 Couch. Sewage %	2021 Total Treated WTP cu. meters monthly	2021 daily Treated WTP cu. meters daily	2021 Couch. 2 Water Meters cu. meters monthly	2021 Couch. 2 Water Meters cu. meters daily	2021 Couch. Water %	2021-2020 Diff Treated WTP	2021-2020 Diff Wastewater STP	2021 Difference STP-WTP	2021 Infiltration daily average	Monthly Infiltration US Gallons
January	31	155465	5015.00	10364	334.32	6.67%	105360	3398.7	8149	262.9	7.73%	-3360.0	-22282.0	50105.0	1616.3	13,236,338
February	28	146883	5245.82	8881	317.18	6.05%	103890	3710.4	8149	291.0	7.84%	1990.0	-11949.0	42993.0	1535.5	11,357,547
March	31	159400	5141.94	10550	340.32	6.62%	109120	3520.0	7702	248.4	7.06%	3820.0	-22015.0	50280.0	1621.9	13,282,568
April	30	226144	7538.13	16902	563.40	7.47%	99400	3313.3	7702	256.7	7.75%	3050.0	-35015.0	126744.0	4224.8	33,482,216
May	31	179453	5788.81	11863	382.68	6.61%	113290	3654.5	8768	282.8	7.74%	1600.0	-21075.0	66163.0	2134.3	17,478,412
June	30	144334	4811.13	11136	371.20	7.72%	135470	4515.7	8768	292.3	6.47%	19810.0	-44918.0	8864.0	295.5	2,341,621
July	31	142697	4603.13	11624	374.97	8.15%	178930	5771.9		0.0	0.00%	39900.0	-23984.0	-36233.0	-1168.8	(9,571,744)
August	31		0.00	11439	0.00	#DIV/0!		0.0		0.0	#DIV/0!	-127750.0	-174870.0	0.0	0.0	-
September	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-107690.0	-163947.0	0.0	0.0	-
October	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-102590.0	-178352.0	0.0	0.0	-
November	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-98680.0	-169049.0	0.0	0.0	-
December	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-104350	-160702.0	0.0	0.0	-
Total	365	1154376		92759			845460.0		49236.5			-474250.0	-1028158.0	308916.0	846.3	81,606,958
Monthly Average		153916.0	5134.3	9931.7	330.6		106123.3	3543.0	7999.7	267.4	0.1	816.7	-18748.7	47792.7	1591.2	12625484.3