

# TOWN OF FORT FRANCES

## Operations and Facilities Executive Committee

### AGENDA - October 6, 2021, 8:30 AM

#### MEETING - Civic Centre

Session #012

#### Microsoft Teams meeting

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[+1 807-701-5975,,117619129#](#) Canada, Thunder Bay

Phone Conference ID: 117 619 129#

Page

1. **Call to Order/Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof**
3. **Approval of Previous Committee Minutes**
  - 3.1 Minutes from the previous meeting on September 8, 2021. 3 - 5
4. **New Business**
  - 4.1 Award of Tender 21-OF-15 - Memorial Sports Centre New Tile Flooring 6 - 8
  - 4.2 2022/2023 Connecting Link Program - Scott Street 9
  - 4.3 2022/2023 Connecting Link Program - Kings Highway 11/71 Pit Road 2 to Oakwood Road 10
  - 4.4 Award of Tender 21-OF-14 Supply and Delivery of One New Plow/U-Body Sand Truck 11 - 12
  - 4.5 September 2021 Drinking Water Systems Monthly Summary Report 13 - 22
  - 4.6 Adoption of a Harmful Algae Bloom Monitoring Procedure 23 - 31
  - 4.7 Entering into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario for Investing in Canada Infrastructure Fund COVID Stream 32 - 89

	Page
4.8 Award of Tender 21-OF-12 - Supply and Delivery of One New Municipal Parks Tractor with Attachments	90 - 91
<b>5. <u>Information</u></b>	
5.1 Fort Frances Wastewater Treatment Facility August 2021 Monthly Report	92 - 100
5.2 Operations and Facilities Division - Environmental Area - Operations Statistics - September 2021	101
5.3 Environmental Statistics 2021	102 - 104
5.4 Airport Statistics as of September 30, 2021	105 - 106
5.5 Sewer and Water Data updated October 1, 2021	107
5.6 Tonnage at the Landfill Site updated October 4, 2021	108
<b>6. <u>Adjourn / Next Meeting Date</u></b>	

## TOWN OF FORT FRANCES

### MINUTES

SESSION NO. #011

September 8, 2021

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday September 8, 2021 from 8:31 a.m. to 9:31 a.m.

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

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, Faisal Anwar, CAO, Randy Thoms (8:30 a.m. to 9:31 a.m.) and Craig Miller (8:30 a.m. to 9:09 a.m.)

### **1 Call to Order**

1.1 The meeting was called to order at 8:31 a.m.

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

2.1 None

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

3.1 Minutes from the previous meeting on August 4, 2021 - the minutes from the previous meeting were approved as amended.

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

4.1 Request for Sidewalk Extension along Kings Highway from First Street West to Webster Avenue - the administration report was approved as presented.

4.2 Request from the Fort Frances Library to Plant a Garden and Trees on Town Property - the administration report was approved as presented.

### **5 New Business**

5.1 July 2021 Drinking Water Systems Monthly Summary Report - the Drinking Water Summary Report for July was approved as circulated.

5.2 August 2021 Drinking Water Systems Monthly Summary Report - the Drinking Water Summary Report for August 2021 was approved as presented.

- 5.3 2021 DWQMS Management Review - the Management Review was received as presented.
- 5.4 Entering into a Funding Agreement with Her Majesty the Queen in Right of Canada for funding under the Regional Air Transportation Initiative - the administration report was received as presented.
- 5.5 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 - the administration report was approved as presented.
- 5.6 Entering into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario for Municipal Modernization Funding - the administration report was approved as presented.

## **6 Information**

- 6.1 Fort Frances Wastewater Treatment Facility July 2021 Monthly Report - the Wastewater Treatment Facility July 2021 Report was received and will be forwarded to Council as information only. No action required.
- 6.2 Operations and Facilities Division - Environmental Area - Operations Statistics - the Environmental Statistics for July 2021 were received and will be forwarded to Council as information only. No action required.
- 6.3 Operations and Facilities Division - Environmental Area - Operations Statistics - August 2021 - the Environmental Statistics for August 2021 were received and will be forwarded to Council as information only. No action required.
- 6.4 Water and Sewer Data - the water and sewer data was received and will be forwarded to Council as information only. No action required.
- 6.5 Airport Statistics as of August 31, 2021 - the Airport Statistics were received and will be forwarded to Council as information only. No action required.
- 6.6 Sewer and Water Data updated September 2, 2021 - the Sewer and Water Stats were received and will be forwarded on to Council as information only. No action required.

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

- 7.1 The meeting was adjourned at 9:31 a.m.
- Next meeting date September 22, 2021.

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Executive Committee Chair

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T. Rob, Manager of Operations & Facilities

October 6, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Award of tender 21-OF-15 Memorial Sports Centre new Tile Flooring**

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Attached to this report is a report from Mr. Adam Mitchell, P.Eng, Asset Management Coordinator outlining the bids received for Tender 21-OF-15.

The tiling of the flooring in the 52 Canadians Arena Lobby is the latest project in the Large Memorial Sports Centre Revitalization project funded in part through the Investing in Canada Infrastructure Program. This work will see the old 52 Canadians Lobby refreshed with new tile flooring to match the main lobby and entrance improving the look and easing the maintenance of this space.

It is the recommendation of the Operations and Facilities Executive Committee that Tender 21-OF-15 be awarded to Tom Jones Corporation for a total tender price of \$98,912.50 including \$10,000 in contingency allowance plus applicable taxes and further that a by-law be prepared authorizing 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 Tender 21-OF-15 be awarded to Tom Jones Corporation for a total tender price of \$98,912.50 including \$10,000 in contingency allowance plus applicable taxes and further that a by-law be prepared authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.**

Manager of Operations and Facilities

October 1, 2021

Report To: Travis Rob

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

**RE: Memorial Sports Centre New Tile Flooring, ICIP Revitalization of the Memorial Sports Centre.**

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On September 26<sup>th</sup>, 2021, the Town of Fort Frances received tenders for tender 21-OF-15, Memorial Sports Centre New Tile Flooring. Tenders were opened at 2:00pm publicly in the Civic Centre with public participation by teleconference. The scope of this tender involves installing new tile in the 52 Canadians Arena lobby.

The Town began the process of upgrading the floor this summer by removing the existing epoxy floor that had deteriorated over time. The goal of this project is to install new tile flooring in the lobby that will match the existing IFK lobby tile. This will give the facility a facelift and give the space a more complete look.

As a result of this tender, the Town of Fort Frances received one proposal from Tom Jones Corporation. A cost breakdown of the tender submissions is shown in the table below.

#	Item	Units	Qty	Unit Price	Total Price
1	Floor Prep	sqft	2250	\$3.50	\$ 7,875.00
2	Tiles including motar and base moulding	sqft	2250	\$ 14.00	\$ 31,500.00
3	Labour to install tiles and base moulding	sqft	2250	\$ 16.25	\$ 36,562.50
4	Grout	sqft	2250	\$ 1.50	\$ 3,375.00
5	Labour to install grout	sqft	2250	\$ 2.00	\$ 4,500.00
6	Contingency	LS	1	\$ 10,000.00	\$ 10,000.00
7	Tile ramp inclusive of labour and material	LS	1	\$ 5,100.00	\$ 5,100.00
Subtotal					\$98,912.50
HST					\$12,858.63
Total Tender Bid					\$111,771.13

This project was budgeted from \$120,000. With a subtotal of \$98,912.50 with \$10,000 of built in contingency, this project is well within budget.

Tom Jones Corporation submitted the only bid. An internal review of submissions was completed to ensure compliance and no issues were found.

It is my recommendation that Tom Jones Corporation be contracted to complete the Installation of New Tile at the MSC as outlined in tender 21-OF-15 \$98,912.50 + HST.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read 'Adam Mitchell', is positioned below the text 'Respectfully Submitted'.

Adam Mitchell, P.Eng  
Asset Management Coordinator



October 6, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: 2022/2023 Connecting Link Program – Scott Street**

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In 2019 the Town of Fort Frances received funding under the 2019/2020 Connecting Links program for the reconstruction of Scott Street from west of Colonization Road East to Reid Avenue. The next section of roadway in poor condition, due to be replaced on this segment of Connecting Link Highway is Scott Street from Reid Avenue to Armit Avenue.

Currently the Town has not undertaken any work for the design of this section of roadway so is not in a position to tender for this work. In 2019 the Town applied for funding under the 2020/2021 connecting links program, however we were not successful in receiving the funds. Again in 2020 the Town applied for funding under the 2021/22 and was again not successful. On September 9, 2021 the province announced an intake for the 2022/2023 Connecting Link program. For the eastern portion of our Connecting Link highways, this road segment is the next most critical road segment to be reconstructed. The Town will be submitting an application to the 2022/2023 Connecting Links Program for the design portion of the works for the reconstruction of Scott Street from Reid Avenue to Armit Avenue. The work will consist of a pickup survey, geotechnical investigation, detailed design, and tender drawings and specifications. The total estimated cost for this work is \$85,000.00 and the Town's portion of HST where the Connecting Link program will fund 90% of the costs up to \$3,000,000.00.

Under the Connecting Links program, a council resolution is required to accompany any application.

The Operations and Facilities Executive Committee recommends that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2022/2023 Connecting Link program for the detailed design of the reconstruction of Scott Street from Reid Avenue to Armit Avenue.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2022/2023 Connecting Link program for the detailed design of the reconstruction of Scott Street from Reid Avenue to Armit Avenue.**

Manager of Operations and Facilities

October 6, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: 2022/2023 Connecting Link Program – Kings Highway 11/71 Pit Road 2 to Oakwood Road**

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The Town of Fort Frances has two different sections of Connecting Link Highway dividing at Central Avenue. Under the Connecting Link program, we are eligible to apply annually for funding for each section of highway independently. For the 2022/2023 intake the Town is again applying to reconstruct Kings Highway from Pit Road #2 to Oakwood Road.

In May 2019, the Town applied for funding under the 2019/2020 Connecting Link program for this project and was funded a portion of the costs relating specifically to the detailed design works for this project, in 2020 the Town applied for funding to complete phase 1 reconstruction of Kings Highway from Pit Road 1 to Pit Road 2.

This road segment is the next most critical road segment to be reconstructed under the Connecting Link program to the west side of town and an application is being prepared for submission prior to the November 6 deadline. The work will consist of tendering in spring 2022, reconstruction of road base and subbase and binder course asphalt in 2022 with surface course paving in 2023 at a total estimated cost of \$2,126,151.71 including engineering, contingency and the Town's portion of HST where the Connecting Link program will fund 90% of costs up to \$3,000,000.00.

For Connecting Link program applications, all applications are required to be accompanied by a council resolution.

The Operations and Facilities Executive Committee recommends that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2022/2023 Connecting Link program for the reconstruction of Kings Highway from Pit Road #2 to Oakwood Road.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2022/2023 Connecting Link program for the reconstruction of Kings Highway from Pit Road #2 to Oakwood Road.**

Manager of Operations and Facilities

October 6, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Award of tender 21-OF-14 – Supply and Delivery of one new Plow/U-Body Sand Truck**

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Council will recall that back in April 2021 the Town received funding under the Airport Capital Assistance Program (ACAP) for the replacement of the 1999 International Plow/Sander truck. The Town released a tender for the replacement of this truck on August 26, 2021. The tender was advertised in the local paper, on the Town website, the Winnipeg Construction Association and Thunder Bay Construction Association.

The Tender was closed publicly via teleconference in the Civic Centre Committee Room where two bids were received. It is the responsibility of Administration to outline irregularities in the tender bids, the following outlines the review of the two bids.

**Maxim Truck and Trailer Thunder Bay**

- Item 6.7 – Bidders shall include a copy of the manufacturer's tare weight calculation
  - o No tare weight calculation was included in the bid submission
- Item 7.9 – Air Cleaner – Heavy Duty two stage, replaceable element, dry type, with integral snow valve, operator controlled and dash mounted restriction indicator
  - o Air cleaner is only a single element
- Item 7.10 – Block Heater(s) immersion type, 1500 watt minimum capacity
  - o A 1000 watt type was specified
- Item 8.5 Coolant Filter – spin on type, sized to match cooling system capacity
  - o Not specified - Not required, this is an old specification that was inadvertently left in the tender specification
- Item 9.2 Batteries – three (3) minimum 2775 CCA combined capacity
  - o Only two batteries specified
- Item 14.4 – Tires – Front, Michelin XYZ-3 385/65R 22.5 18PR
  - o Not specified – Or approved equivalent
- Item 14.5 Tires – Rear, Bridgestone L320, 11R22.5 16 ply
  - o Not specified – Or approved equivalent
- Item 19.18 – Mirrors – dual mirrors with electric defroster, both sides, Cab Mounted breakaway style and convex mirrors
  - o No – door mounted specified
- 19.26 – Cab manufactured fully of aluminum
  - o No – Cab manufactured of treated lightweight steel – 5 year warranty.
- 26.2 – The warranty shall be effective from the customer in service date
  - o Warranty takes effect the date of delivery

**Maxim Truck and Trailer met all other specifications**

**Thunder Bay Truck Centre – Fort Frances**

- Item 8.4 – Coolant – Ethylene glycol based coolant protected to -40F
  - o -35F Extended life coolant specified
- Item 8.5 Coolant Filter – spin on type, sized to match cooling system capacity

- Not specified - Not required, this is an old specification that was inadvertently left in the tender specification
- Item 15.11 – Dust Shields on all axel brakes front and rear
  - Dust shields only available on the rear axels

Thunder Bay Truck Centre met or exceeded all other specifications.

Neither supplier was able to confirm the delivery date as global supply shortages are drastically impacting the manufacturing of large trucks, plows and truck bodies. Delivery is estimated at 2 years.

	Maxim Truck and Trailer	Thunder Bay Truck Centre
Plow/U Body Sand Truck	\$273,000.00	\$288,429.91
Optional Wing addition	\$22,400.00	\$23,968.00
Total Unit Price	\$295,400.00	\$312,397.91

The Town tendered this truck with provisional pricing included for the inclusion of a wing on the truck to expand the plowing width to expedite runway clearing, however the overhead doors at the Airport Maintenance Garage are only 14' wide meaning that a typical plow/wing assembly would not fit through the door. Over the past years wing lift designs have changed to improve visibility tucking the plow closer to the body meaning that the truck will fit through the 14' doors with a 14' blade and wing.

The ACAP funding covers 100% of the costs of the purchase of this truck up to a maximum of \$360,000.00. Given the long list of non compliances in the Maxim Truck tender bid, it is the recommendation of the Operations and Facilities Executive Committee that Tender 21-OF-14 be awarded to Thunder Bay Truck Centre, including a wing for a total tender price of \$312,397.91 and further that a by-law be prepared to authorize 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 that Tender 21-OF-14 be awarded to Thunder Bay Truck Centre, including a wing for a total tender price of \$312,397.91 and further that a by-law be prepared to authorize Mayor and Clerk to execute the agreement on behalf of the corporation.**

Manager of Operations and Facilities

October 4, 2021

Report To: Mayor & Council

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

**SUBJECT: September 2021 Drinking Water Systems Monthly Summary Report**

Please find attached the September 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 September 2021 report as presented.

Respectfully submitted,  
Operations & Facilities Division

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

<p><b>Council approval of this report will</b> accept the September 2021 report prior to it being made available to the general public.</p>
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c.c. – Craig Miller, P.Eng., Environmental Superintendent  
Greg Wiedenhoeft, ORO, Senior WTP Operator

**September 2021**

**Monthly Summary Report  
Water Systems**

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

**Dated: October 04, 2021**

### 1) **Introduction:**

This report contains the major maintenance activities and operational events that occurred during the month of September 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 monthly. 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 September Usage	6.3 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. 218 3 <sup>rd</sup> St. E.	2. 401 King's Hwy	3. 900 Wright Ave.	4. W. Tower
5. 601 Read Ave.	6. 218 3 <sup>rd</sup> St. E.	7. 900 Wright Ave	8. W. Tower
9. 1017 Cornwall Ave.	10. 900 Wright Ave.	11. 401 King's Hwy.	12. W. Tower
13. 943 3 <sup>rd</sup> St. E.	14. 740 6 <sup>th</sup> St. W.	15. 835 McKenzie Ave.	16. 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 September 21, 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:**

Sept 02<sup>nd</sup> - Cleaned all 4 check valves on the poly unit.  
- Cleaned top and bottom tanks on the poly unit.

Sept 03<sup>rd</sup> – Greased clarifiers 1 and 2, chain and sprockets.

Sept 04<sup>th</sup> - Flushed Poly lines to clarifiers.

Sept 08<sup>th</sup> - Ran generator for 1 hr, and tested generator transfer switch.

Sept 09<sup>th</sup> – Cleaned the Soda Ash line.  
- Cleaned all 4 check valves on the poly unit.  
- Cleaned top and bottom tanks on the poly unit.

Sept 10<sup>th</sup> - Calibrated distribution chlorine analyzer.

Sept 11<sup>th</sup> – Cannect Electric replaced backwash pump reset switch in the M.C.C. panel.



Sept 12<sup>th</sup> – Replaced Soda Ash transfer pump with rebuilt pump.

Sept 15<sup>th</sup> – Replaced membrane on chlorine analyzer.

Sept 16<sup>th</sup> - Cleaned all 4 check valves on the poly unit.  
- Cleaned top and bottom tanks on the poly unit.

Sept 22<sup>nd</sup> – Removed motor on High Lift pump #1, too send away for rebuild.  
- Replaced filtered water sample pump.  
- Calibrated chlorine analyzer.

Sept 24<sup>th</sup> - Cleaned all 4 check valves on the poly unit.  
- Cleaned top and bottom tanks on the poly unit.

Sept 27<sup>th</sup> – Flushed and cleaned Poly line for Clarifier #1.  
- Calibrated fluoride analyzer.

Sept 28<sup>th</sup> - Took grab samples off the filters.  
- Flushed and cleaned Poly line for Clarifier #2.  
- Received a load of Alum.

Sept 29<sup>th</sup> – Changed backwash pump motor.

Sept 30<sup>th</sup> – Calibrated distribution chlorine analyzer.

#### 8) **Water Complaints:**

- Poor Pressure – 0 complaints.
- Water quality – 0 complaints.

#### 9) **Other Miscellaneous Information:**

Sept 01<sup>st</sup> – New water main Tie-in micro samples Armit Ave. second set.  
-Service repair micro sample at 806 Portage Ave. second set.

Sept 02<sup>nd</sup> – New service micro sample at 1530 King's Hwy.

Sept 03<sup>rd</sup> - New water main Tie-in micro samples Armit Ave. re-sample first set  
-Service repair micro sample at 806 Portage Ave. re-sample first set  
-First set did not make it to the lab in time because of shipping.

Sept 07<sup>th</sup> - Routine micro sample collection.

Sept 13<sup>th</sup> - Routine micro sample collection.

Sept 14<sup>th</sup> – Temp service micro sample at 602 Fourth St. W.

Sept 20<sup>th</sup> - Routine micro sample collection.

Sept 21<sup>st</sup> - Did Quarterly samples at W.T.P. and Tower.

- Did T.S.S. and cl2 samples off filter # 4.

- Did Airport samples.

Sept 23<sup>rd</sup> – Took micro samples for Wright Ave. lined water main, first set.

Sept 27<sup>th</sup> - Routine micro sample collection.

- Took micro samples for Wright Ave. lined water main, 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.

Flow Data	SEPTEMBER	Units	2019	2020	2021
Total Raw Water	m <sup>3</sup>		151480	160540	180800
Raw Maximum Day	m <sup>3</sup>		5890	5850	6840
Raw Minimum Day	m <sup>3</sup>		4300	4870	5460
Raw Average Daily Consumption	m <sup>3</sup>		5050	5350	6030
Total Treated Water	m <sup>3</sup>		100160	107690	99820
Treated Water Maximim Day Consumption	m <sup>3</sup>		3990	4190	4120
Treated Water Minimim Day Consumption	m <sup>3</sup>		2810	2930	2800
Treated Water Average Day Consumption	m <sup>3</sup>		3340	3590	3333
Daily Average Per Household Consumption Rate	m <sup>3</sup>		0.883	0.949	0.881
* Daily Average Per Person Consumption Rate	m <sup>3</sup>		0.418	0.450	0.417
Monthly Averages - Operating Parameters WTP:					
FAC Residual - Treated Water	mg/L		2.26	2.25	2.34
Total Chlorine Residual - Treated Water	mg/L		2.53	2.55	2.68
Aluminum Sulphate - Raw Water	mg/L		35.0	34.0	38.0
Aluminum Sulphate - Treated Water Residual	mg/L		0.03	0.03	0.02
Fluoride - Treated Water	mg/L		0.75	0.58	0.56
Soda Ash - Raw Water	mg/L		35.0	3.7	37.0
pH - Adjusted	mg/L		7.34	7.38	7.35
Temperature	°C		16.7	16.4	18.5
Quantity of Chemical Used:					
Aluminum Sulphate	kg		5301.7	5458.4	6870.4
Polyelectrolyte	kg		62.5	62.5	87.5
Chlorine Gas	kg		726	797	837
Soda Ash - Used for pH Adjustment	kg		5301.7	5940	6689.6
Fluoride	kg		724	724	573

\* The Canadian Average is 450 litres (0.45 m<sup>3</sup>) per day.

\* Population is 7986


\* Number of Households is 3783

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	Total	Average
		or Range																																
Flow rates																																		
Raw Water	1000 m <sup>3</sup>	17	6.43	6.48	6.50	6.50	6.84	5.80	6.52	6.42	6.42	6.06	5.91	6.04	6.12	6.03	6.03	5.88	5.90	5.82	5.95	6.19	6.25	6.01	5.61	5.60	5.62	5.57	5.66	5.58	5.60	5.46	180.80	6.03
Peak Instantaneous - Raw Water	l/s	n/a	75.46	75.55	75.51	75.36	75.31	75.19	75.19	75.03	75.08	74.91	74.68	70.50	70.55	79.96	70.39	70.34	70.30	69.97	70.05	70.23	70.13	70.21	70.11	69.87	65.64	65.56	65.51	65.52	65.50	65.42		71.43
Treated Water	1000 m <sup>3</sup>	17	3.81	3.44	4.12	3.07	3.22	2.80	3.34	3.81	3.07	3.19	3.78	3.06	3.54	3.28	3.23	3.33	2.92	3.27	2.94	3.56	3.26	3.34	2.99	3.41	2.95	3.37	3.26	3.41	3.47	3.58	99.82	3.33
Peak Instantaneous - Treated Water	l/s	n/a	92.67	84.68	81.21	83.52	79.82	81.02	79.01	86.12	81.22	80.34	80.66	####	63.09	62.70	63.71	63.97	62.90	62.50	62.85	63.28	62.71	63.44	63.99	62.98	63.54	64.32	64.30	65.77	63.22	63.39		71.90
BackWash Water	1000 m <sup>3</sup>	n/a	0.27	0.26	0.28	0.27	0.26	0.26	0.27	0.26	0.49	0.27	0.26	0.11	0.00	0.21	0.19	0.28	0.29	0.27	0.28	0.27	0.26	0.28	0.26	0.26	0.28	0.27	0.26	0.08	0.00	0.223	7.151	0.238
Fluoride Information																																		
Fluoride Residual - Treated Water	mg/l	0.5 to 0.8	0.53	0.55	0.52	0.52	0.51	0.57	0.50	0.50	0.54	0.62	0.63	0.63	0.48	0.45	0.53	0.57	0.62	0.62	0.62	0.63	0.55	0.60	0.63	0.59	0.56	0.60	0.59	0.49	0.50	0.52		0.56
Turbidity Information																																		
Raw Water	NTU	n/a	1.63	1.57	1.66	1.57	1.35	1.38	1.59	1.54	1.47	1.41	1.49	1.52	2.19	1.70	1.63	1.67	1.42	1.69	1.22	1.68	1.62	1.69	1.61	1.46	1.35	1.59	1.31	1.34	1.37	1.41		1.54
Settled Water	NTU	n/a	0.14	0.11	0.11	0.09	0.06	0.10	0.13	0.11	0.11	0.11	0.11	0.11	0.09	0.12	0.12	0.08	0.06	0.07	0.12	0.12	0.10	0.14	0.11	0.12	0.07	0.07	0.11	0.13	0.08	0.11		0.10
Treated Water	NTU	1	0.09	0.11	0.08	0.11	0.01	0.07	0.09	0.10	0.10	0.11	0.10	0.10	0.10	0.10	0.12	0.10	0.03	0.06	0.11	0.09	0.10	0.10	0.07	0.08	0.07	0.07	0.10	0.09	0.08	0.08		0.09
Other Operating Parameters																																		
pH - Treated Water	no units	6.5 to 8.5	7.42	7.35	7.43	7.36	7.31	7.30	7.28	7.38	7.28	7.39	7.30	7.42	7.32	7.32	7.31	7.30	7.37	7.38	7.38	7.51	7.38	7.40	7.34	7.31	7.36	7.36	7.34	7.33	7.27	7.42		7.35
pH - Settled water	no units	n/a	6.37	6.38	6.35	6.31	6.35	6.38	6.38	6.41	6.39	6.38	6.39	6.44	6.35	6.34	6.38	6.34	6.40	6.43	6.42	6.41	6.29	6.34	6.31	6.31	6.29	6.25	6.28	6.31	6.28	6.33		6.35
pH - Raw Water	no units	n/a	7.39	7.17	7.20	7.28	7.26	7.27	7.26	7.28	7.21	7.25	7.27	7.21	7.09	7.11	7.29	7.24	6.99	7.05	7.06	7.01	7.06	7.25	7.26	7.27	7.22	7.20	7.26	7.25	7.21	7.03		7.20
FAC - Treated Water	mg/l	0.2 to 4	2.14	2.30	2.21	2.22	2.21	2.30	2.30	2.24	2.17	2.28	2.22	2.24	2.42	2.35	2.48	2.40	2.31	2.38	2.24	2.37	2.42	2.43	2.33	2.46	2.37	2.57	2.52	2.46	2.37	2.42		2.34
Total Chlorine Residual Treated	mg/l	0.3 to 7	2.40	2.64	2.55	2.54	2.54	2.52	2.61	2.63	2.58	2.60	2.64	2.58	2.82	2.73	2.86	2.84	2.67	2.61	2.67	2.76	2.79	2.81	2.74	2.85	2.73	2.87	2.90	2.64	2.56	2.60		2.68
Temperature	°C	15	20.0	20.0	20.0	20.0	20.0	20.0	19.0	20.0	19.0	19.0	19.0	19.0	19.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	17.0	17.0	17.0	17.0	17.0	17.0		18.5
Fluoride used (Total Daily Consumption)	kg	n/a	21.0	22.0	21.0	20.0	21.0	18.0	19.0	20.0	19.0	18.0	18.0	17.0	19.0	17.0	19.0	21.0	20.0	20.0	20.0	21.0	21.0	21.0	18.0	18.0	18.0	18.0	17.0	17.0	17.0	17.0	573.00	19.1
Chlorine used (Total Daily Consumption)	kg	n/a	29.0	30.0	31.0	30.0	32.0	28.0	30.0	30.0	30.0	28.0	28.0	28.0	29.0	28.0	28.0	27.0	28.0	27.0	28	29	29	29	25	26	25	26	25	26	24	24	837.00	27.9
Soda Ash (Total Daily Consumption)	kg	n/a	237.9	239.8	240.5	240.5	253.1	214.6	241.2	237.5	237.5	224.2	218.7	223.5	226.4	223.1	223.1	217.6	218.3	215.3	220.2	229.0	231.3	222.4	207.6	207.2	207.9	206.1	209.4	206.5	207.2	202.0	6689.60	223.0
Soda Ash - Dosage	mg/l	n/a	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0		37.0	
Alum residual - (Total Daily Consumption)	kg	n/a	244.3	246.2	247.0	247.0	259.9	220.4	247.8	244.0	244.0	230.3	224.6	229.5	232.6	229.1	229.1	223.4	224.2	221.2	226.1	235.2	237.5	228.4	213.2	212.8	213.6	211.7	215.1	212.0	212.8	207.5	6870.40	229.0
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
Alum residual - Treated Water	mg/l	0.1	0.01	0.02	0.01	0.01	0.09	0.02	0.01	0.02	0.02	0.02	0.01	0.02	0.01	0.01	0.01	0.04	0.02	0.04	0.03	0.02	0.01	0.01	0.02	0.01	0.02	0.01	0.01	0.03	0.01		0.02	
Poly bags added (25 kg bags )	kg	n/a	0.5								0.5					0.5			0.5			0.5				0.5					0.5		87.5	

\* MAC - maximum acceptable range

Signature:   
[Greg Wiedenhoeft \(Oct 4, 2021 14:27 CDT\)](#)  
Email: gwiedenhoeft@fortfrances.ca

Signature:   
Email: cmiller@fortfrances.ca

Signature:   
Email: trob@fortfrances.ca

Minimum	Maximum
5.46	6.84
65.42	79.96
2.80	4.12
62.50	104.12












# WTP September 2021 Report

Final Audit Report

2021-10-04

Created:	2021-10-04
By:	Craig Miller (cmiller@fortfrances.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzTVzRp4S5FSYH_x5rHNuDBZkVxPW7pQX

## "WTP September 2021 Report" History

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2021-10-04 - 7:31:06 PM GMT

October 6, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Adoption of a Harmful Algae Bloom Monitoring Procedure**

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One of the items coming out of our last Ministry of the Environment Conservation and Parks inspection and Drinking Water License Renewal was a need for a Harmful Algae Bloom procedure. This requirement has been discussed for years leading up to this point with Ministry inspectors, so we were not surprised by this new requirement.

Attached you will find a report and draft procedure from Mr. Craig Miller, P.Eng. Environmental Superintendent.

It is the recommendation of the Operations and Facilities Executive Committee to approve the Procedure prior to it being submitted to the Ministry and further that a separate resolution be passed regarding this Procedure.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive to approve the Procedure prior to it being submitted to the Ministry and further that a separate resolution be passed regarding this Procedure.**

Manager of Operations and Facilities

2021Oct6 Hag Procedure.docx

October 4, 2021

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

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

**SUBJECT:** Harmful Algae Bloom (HAB) Monitoring Standard Operating Procedure

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Please find attached the final draft of the HAB Monitoring Standard Operating Procedure, as required by our Municipal Drinking Water License 224-101 Issue #3. Upon Resolution by Council, this will be submitted to the Ministry of Environment, Conservation and Parks (MECP) for their information to satisfy the requirements of the Town's Municipal Drinking Water License.

The procedure meets the requirements as outlined by the MECP in our license.

Attached is a copy of the proposed SOP and an excerpt from the Town's Municipal Drinking Water License of the relevant pages used to draft the SOP.

Respectfully submitted,



Craig Miller, P.Eng.  
Environmental Superintendent



## PROPOSED SOP

# THE TOWN OF FORT FRANCES

## Section: Operations and Facilities

### Policy: STANDARD OPERATING PROCEDURE FOR MONITORING AND REPORTING BLUE- GREEN ALGAE BLOOMS

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**Creation Date:** October 2021

**Review Date:**

**Resolution Number:**

**Supersedes Resolution Number:**

**Policy Number:** 4.31

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#### **1. PURPOSE:**

To ensure that if a blue-green algae bloom is detected within the Water Treatment Plant Source Water Intake Area, a monitoring and reporting program is in place. The visual monitoring and testing requirements will be enforced between the thawing of ice in the spring ("Ice Out") and until October 31st of each year or as specified by the Ministry or the Northwestern Health Unit (NWHU).

#### **2. RESPONSIBILITY:**

All WTP staff are responsible for understanding and carrying out the responsibilities and duties outlined in this policy.

#### **3. PROCEDURE:**

On-Call Operator shall:

Visually monitor source water daily near the shoreline and plant intake for blue-green algae blooms within the Source Water Intake Area. Observations will be documented daily in the Water Treatment Plant Logbook.

Any observed or suspected blue-green algae blooms shall be reported same day to the Overall Responsible Operator, Operator-in-Charge and Environmental Superintendent.

Follow instructions provided by the Water Treatment Plant Overall Responsible Operator, Operator-in-Charge and/or Environmental Superintendent.

Commence with sampling per sampling protocol below.

Document any actions taken in the Water Treatment Plant Logbook.

Overall Responsible Operator and/or Environmental Superintendent shall:

Report the observed or suspected blue-green algae bloom to:

- The local Ministry of Environment Inspector
- The Spills Action Centre
- The local NWHU Inspector / medical officer of health
- Complete sampling as per below
- Document all samples taken

### ***Sampling Protocol***

The Environmental Superintendent and/or Overall Responsible Operator shall ensure that sampling and testing for blue green algae is completed in accordance with this procedure and the Town of Fort Frances' Municipal Drinking Water License.

If a blue-green algae bloom is suspected:

1. Collect at least one sample from the shoreline within the intake area.
2. Collect one sample from the Raw Water at the WTP.
3. Collect one sample from the Treated Water at the WTP.
4. Submit samples to ALS Labs for testing.
5. Samples shall be collected daily until the presence of microcystin is confirmed to be present or absent.

If blue-green algae bloom is confirmed:

1. Collect one sample (weekly) from the Raw Water at the WTP.
2. Collect one sample (weekly) from the Treated Water at the WTP.
3. Submit samples to ALS Labs for testing.
4. Weekly sampling will continue until 3 consecutive samples have shown non-detection of microcystin and the algae bloom is no longer visually detected.
5. Sampling frequencies may be increased at the request / direction of the Ministry or the Medical Officer of Health.

## **4. TRAINING:**

Training of Town Operators shall be on an annual basis. A review of this HAB monitoring & reporting procedure shall be conducted and documented in the pink "Emergency" binder located in the water treatment plant as part of the annual SOP review process.

## **5. CORRECTIVE ACTIONS:**

A corrective action plan shall be developed in consultation with the Local Ministry, the NWHU and Town of Fort Frances representatives if a blue-green algae bloom is confirmed.

MUNICIPAL DRINKING WATER LICENSE

SCHEDULE C – PAGES 16, 17 & 18

SECTION 6 – STUDIES REQUIRED

**Table 7: Environmental Discharge Parameters**

Column 1 Treatment Subsystem or Treatment Subsystem Component Name	Column 2 Test Parameter	Column 3 Sample Type	Column 4 Sampling Frequency	Column 5 Monitoring Location
Fort Frances Water Treatment Plant	Total Suspended Solids	Composite	Monthly	Top of filter (for point of discharge to Rainy River)
Fort Frances Water Treatment Plant	Total Chlorine Residual	Grab	Monthly	Top of filter (for point of discharge to Rainy River)

**5.5** Pursuant to Condition 10 of Schedule B of this licence, the owner may undertake the following environmental discharges associated with the maintenance and/or repair of the drinking water system:

5.5.1 The discharge of potable water from a watermain to a road or storm sewer;

5.5.2 The discharge of potable water from a water storage facility or pumping station:

- a) To a road or storm sewer; or
- b) To a watercourse where the discharge has been dechlorinated and if necessary, sediment and erosion control measures have been implemented.

5.5.3 The discharge of dechlorinated non-potable water from a watermain, water storage facility or pumping station to a road or storm sewer;

5.5.4 The discharge of raw water from a groundwater well to the environment where if necessary, sediment and erosion control measures have been implemented; and

5.5.5 The discharge of raw water, potable water or non-potable water from a treatment subsystem to the environment where if necessary, the discharge has been dechlorinated and sediment and erosion control measures have been implemented.

5.5.6 The discharge of any excess water to a road, storm sewer or the environment, associated with the management of materials excavated as part of watermain construction or repair, where necessary sediment, erosion and environmental control measures have been implemented.

## 6.0 Studies Required

### Harmful Algal Blooms

**6.1** The owner shall develop and keep up to date a Harmful Algal Bloom monitoring, reporting and sampling plan, herein known as the "Plan", to be implemented when a potential harmful algal bloom is suspected or present. The owner shall have the Plan in place on or before October 28, 2021.

- 6.1.1 The owner must have a copy of the Plan available onsite at the drinking water system, for inspection upon request by Ministry staff.
- 6.1.2 The owner must implement the Plan annually during the harmful algal bloom season, during but not limited to the warm seasonal period between June 1 and October 31 each year, or as otherwise directed by the Ministry or the Medical Officer of Health.
- 6.1.3 The owner must train all relevant drinking water system staff on the Plan prior to the beginning of each warm season, as described in Condition 6.1.2.
- 6.2** For clarity, a Harmful Algal Bloom is considered suspected or occurring when:
  - 6.2.1 the owner or operating authority has observed an algal bloom:
    - a) near the shoreline at or near the source water intake(s) described in drinking water works permit #224-201, or
    - b) where the intake has an Intake Protection Zone in a source protection plan, within IPZ-1, or
    - c) within a circle that has a radius, measured from the intake, equal to the distance from the intake to the farthest edge of IPZ-2.
  - 6.2.2 microcystin has been detected in a raw or treated water sample; and/or,
  - 6.2.3 the owner has received any form of notification related to an algal bloom from the Ministry, a Medical Officer of Health, or the public; or,
  - 6.2.4 the presence of or identification of cyanobacteria has been determined through optical probes or other analytic techniques used by the drinking water system.
- 6.3** The Plan described in condition 6.1 must include, at a minimum:
  - 6.3.1 details relating to visual monitoring for harmful algal blooms at or near the drinking water system intake(s),
    - a) as described in drinking water works permit #224-101, or
    - b) where the intake has an Intake Protection Zone in a source protection plan, within IPZ-1, or
    - c) within a circle that has a radius, measured from the intake, equal to the distance from the intake to the farthest edge of IPZ-2.
  - 6.3.2 details relating to visual monitoring of shoreline; this is applicable to drinking water systems where the proximity of the intake(s) may be of concern.
  - 6.3.3 details relating to reporting the observed or suspected harmful algal bloom, as described in section 6.2:
    - a) to the Overall Responsible Operator(s) and/or Operator(s)-in-Charge if the blooms have been observed or suspected by a duty operator; the

Plan shall include wording that directs relevant drinking water staff to follow the instructions provided by the Overall Responsible Operator(s) or the Operator(s)-in-Charge;

- b) to the medical officer of health; and
- c) to the local MECP representative and the Ministry's Spills Action Centre.,

6.3.4 a sampling plan, including the identification of sample location(s) and frequencies that at a minimum match those described in condition 6.4.

6.3.5 triggers that may increase the required sampling frequency;

6.3.6 up-to-date records that document staff training on the harmful algal bloom monitoring, reporting, and sampling procedures.

**6.4** Any water samples collected under Condition 6.3.4 must be:

6.4.1 collected, at a minimum, once per week, or as otherwise directed by the Ministry or the medical officer of health;

6.4.2 collected prior to any treatment, if the sample is taken from raw water;

6.4.3 collected at the point of entry into the distribution system, if the sample is taken from treated water;

6.4.4 collected from the shoreline by the drinking water system, if applicable based on Condition 6.3.1;

6.4.5 submitted to a laboratory licensed to perform ELISA testing for total microcystin;

6.4.6 repeatedly collected until 3 consecutive samples have shown non-detection of microcystin and the algal bloom is no longer suspected or visually observed.

## 7.0 Source Protection

**7.1** The owner of the drinking water system shall implement risk management measures, as appropriate, to manage any potential threat to drinking water that results from the operation of the drinking water system.

**7.2** The owner of the system shall notify the Director in writing within thirty (30) days of any approved changes to an applicable source protection plan that impact the assessed threat level of a fuel oil system identified in Schedule A of drinking water works permit.

**7.3** The notification required in condition 7.2 shall include:

7.3.1 A description of the changes and their impact on the assessed threat level of the fuel oil system(s); and,

7.3.2 A timeline for re-assessing the threat level and providing the results of the assessment to the Director.

September 22, 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 Investing in Canada Infrastructure Fund COVID Stream.**

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On April 21, 2021 the Town was notified that we were successful in receiving \$184,736 of funding through the Investing in Canada Infrastructure Fund COVID Stream which we had applied for to offset costs related to the linking of the sidewalk on Colonization Road West from Biddeson Avenue to Riverview Cemetery.

The Town budgeted \$297,000 for this work in 2021 and on April 26<sup>th</sup> the work was awarded to Bay City Contracting as part of the Armit Avenue Reconstruction Capital Roadworks project at a total cost of \$168,250.00 Work is well under way with only sod and final clean up remaining.

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 Infrastructure under the Investing in Canada Infrastructure Program COVID 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 Infrastructure under the Investing in Canada Infrastructure Program COVID 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



**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

**THIS TRANSFER PAYMENT AGREEMENT** for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (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 COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

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 COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

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 Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

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 each 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 form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, and Project Standards
  - Sub-Schedule “C.1” Project Description and Financial Information
- 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 Projects, that:
  - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Projects;
  - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
  - (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 Projects 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 Projects 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 Projects 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. Paramjit Kaur, Director  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**CORPORATION OF THE TOWN OF FORT FRANCES**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

## **SCHEDULE “A” GENERAL TERMS AND CONDITIONS**

### **A.1.0 INTERPRETATION AND DEFINITIONS**

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

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “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 Projects, 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, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“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.

**“Construction Start”** means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

**“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 any 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 each 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), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of any Project, the Projects 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 each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

**“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.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (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 in respect of each Project 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 (Interest-Bearing Account) 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 any 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, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“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 any 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 any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Projects”** means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

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

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

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

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

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

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

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

**“Total Financial Assistance”** means for each Project, 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 each 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 COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:

(i) To support COVID-19 response and economic recovery efforts.

(f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and

(g) 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 a 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 each Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of each 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 each Project is Substantially Completed on or before December 31, 2021, or any other date subject to the prior written consent of the Province.

#### **A.4.0 FUNDS AND CARRYING OUT THE PROJECTS**

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 each 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 any 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 any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Projects.** The Recipient will, in respect of each 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 for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty 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; and
- (c) if the Total Financial Assistance received or due in respect of any 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 any Project.

**A.4.8 Rebates, Credits, and Refunds.** The Province will, in respect of each 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 Projects.** The Recipient will, in respect of each 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 any Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

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

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of each 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 each 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.5.6 Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **A.6.0 CONFLICT OF INTEREST**

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

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any 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 each 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 each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each 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 any 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, any 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 any Project or Projects.

- 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 each 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) provide to the Province a copy of any of the Recipient's insurance policies that relate to each 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 any 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 any 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 any 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 Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

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

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

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

### **A.13.0 FUNDS UPON EXPIRY**

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

### **A.14.0 DEBT DUE AND PAYMENT**

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

- (a) deduct an amount equal to the excess Funds plus 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, unless otherwise specified herein. 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.4.2(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 Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from 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 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), 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 any 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* or the *Impact Assessment Act*,
  - (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 any 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 any 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 any 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

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 **December 31, 2024.**

**B.2.0 MAXIMUM FUNDS**

**B.2.1 Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**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:

<b>Contact information for the purposes of Notice to the Province</b>	<b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3  Attention: Manager, Program Delivery Unit  <b>Email:</b> ICIPCOVID@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> Town Clerk <b>Address:</b> 320 Portage Avenue, ON, Fort Frances, P9A3P9 <b>Email:</b> Islomke@fortfrances.ca

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]**

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

**C.1.0 PROJECT DESCRIPTION**

**C.1.1 Project Description.** The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

**C.2.0 PROJECT STANDARDS**

**C.2.1 Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each 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](http://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.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

**C.3.1 Province’s and Canada’s Consent.** Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any 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.

**SUB-SCHEDULE “C.1”  
PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

**(a) List of Projects**

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-11-1-1464933404	Colonization Road West Sidewalk Linking Project	04/08/2021	\$184,736.00	\$147,788.80	80%	\$36,947.20	20%

## **(b) Project Description**

- (i) Project - Colonization Road West Sidewalk Linking Project, case # 2020-11-1-1464933404.

This project will increase usability of the current sidewalk along this primary collector road segment by linking the existing sidewalk to other nearby sidewalk infrastructure creating a contiguous active transportation network in the west end of Town.

The project will include the installation of 523 meters of sidewalk along the south side of Colonization Road West, starting at the end of the existing network at Biddeson Avenue traveling westerly down Colonization Road West linking up to the other existing sidewalk at Riverview Cemetery.

The project outcome will provide a key active transportation link between the west end of Town and the main Town sidewalk network. This new sidewalk will result in safe, off street pedestrian access to approximately 102 households in the west end of the Town of Fort Frances.

**[SCHEDULE “D” – REPORTS FOLLOWS]**

## **SCHEDULE “D” REPORTS**

### **D.1.0 REPORTING REQUIREMENTS**

**D.1.1 Reports.** The Recipient, with respect to each Project, 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 and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year;
- (b) **Claim Reports.** The Recipient, with respect to each Project, will submit one (1) request for payment for Eligible Expenditures in a format to be prescribed by the Province within 60 Business Days of reaching Substantial Completion. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, 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 in a manner, format, and with such content as may be prescribed by the Province;
  - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
  - (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 each 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, for each Project, 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 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 the Province and Canada in section E.1.1, for each Project, 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 December 31, 2021 or any other date with the prior written consent of the Province;
- (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 the date that is 60 Business Days following Substantial Completion;
- (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 A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) 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;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
  - (i) tourism infrastructure;
  - (ii) a facility that serves as a home to a professional sports team; or
  - (iii) a planning project;
- (bb) 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 evaluations in respect of any 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 each 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 each 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 each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any 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 any 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 any 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 any 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 any 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 any 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 any 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 each 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 each 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 each 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 any 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 any 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 any 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 any 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”) in respect of each Project.

**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.2.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient, with respect to each Project, 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 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner.

### **J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province in accordance with Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

### **J.3.0 PAYMENTS OF FUNDS**

- J.3.1 **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 Sub-schedule “C.1” (Project Description and Financial Information).
- J.3.2 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.3.3 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.3.0 (Payments of Funds).

#### **J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

J.4.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project’s Substantial Completion.

J.4.2 **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 60 Business Days following the Substantial Completion of any Project.

#### **J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.5.1 **Final Reconciliation and Adjustments.** For each 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.6.0 HOLDBACK**

J.6.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.7.0 FINAL PAYMENT**

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), 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 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) 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 any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any 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).

October 6, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Award of Tender 21-OF-12 Supply and Delivery of one new Municipal Parks Tractor with Attachment**

---

The Town of Fort Frances advertised the tender of a new Municipal Parks Tractor which closed on September 14<sup>th</sup>. Tenders were opened publicly in the Council Chambers of the Civic Centre.

Attached you will find a report from Mr. Milt Strachan, Transportation Superintendent outlining the bids received.

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

1. Tender 21-OF-12 be awarded to Holder Tractors Incorporated for a total tender price of \$212,728.13.
2. The funding shortfall of \$17,728.13 be funded through the year end surplus or the corporate vehicles and equipment reserve.
3. That a by-law be passed authorizing 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. **Tender 21-OF-12 be awarded to Holder Tractors Incorporated for a total tender price of \$212,728.13**
2. **The funding shortfall of \$17,728.13 be funded through the year end surplus or the corporate vehicles and equipment reserve.**
3. **That a by-law be passed authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.**

Manager of Operations and Facilities

October 4, 2021

Report To: Travis Rob, Manager of Operations and Facilities

From: Milt Strachan, Transportation Superintendent

**RE: Tender No: 21-OF-12 Supply and delivery of One New Municipal / Parks Tractor with Attachments**

There was a total of one (1) tender received.

The prices are shown below.

Firm	New Tractor with Attachments Price	Trade in value	Subtotal	Town's portion HST	Total Price	Delivery
Holder Tractors Incorporated	\$217,523.87	-\$8,475.00	\$209,048.87	\$3679.26	\$212,728.13	Jan. 12, 2022

The 2021 Capital budget allocation for this purchase is \$195,000.00 so the Holder Tractor is \$17,728.13 over the budget allocation. This cost of materials has driven the price of equipment up considerably during Covid. The Holder Tractor meets or exceeds all the required specifications in the tender package. Holder has been a very reliable product and the company has given us excellent service in the past.

It is my recommendation that the Town of Fort Frances purchases the New Municipal/Parks Tractor with Attachments from Holder Tractors Incorporated at a total cost of \$212,728.13.

Respectfully Submitted,



Milt Strachan,  
Transportation Superintendent,  
Town of Fort Frances

--

October 1, 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  
August 2021 Monthly Report**

As per the operating agreement, the attached document is the August 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)  
August 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 August 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 <sup>3</sup> /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.

## AUGUST 2021 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD <sub>5</sub>	2.5 mg/L	25 mg/L	15 mg/L	11.7 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	3.5 mg/L	25 mg/L	15 mg/L	16.7 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.16 mg/L	1.0 mg/L	0.9 mg/L	0.78 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	8.33 mg/L 5.70 mg/L					
Total Cl <sub>2</sub> Residual		<0.01 mg/L (when in use)				
E-Coli		17.2 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 7.0 to 7.4; average pH was 7.3		
Temperature degrees C				Temperatures ranged from 17.0 to 18.0 C; average temperature of effluent was 17.5 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 August was 4717.7 m<sup>3</sup>/day. This represents 52% of the design average flow. Total treated flow for the month was 146248 m<sup>3</sup>.

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
- Cleaned DO probes
- Greased flocculator seal bearing
- Replaced shear pin longitudinal collector
- Changed oil blower 5
- Pumped out sump in digester valve chamber
- Flushed digester level sensor
- Drained and inspected both clarifiers. Removed one link each side of longitudinal chain in each clarifier

### **Pump Stations:**

- Ran gensets
- Changed seal water strainers
- Filled fuel tanks at Central avenue and White Pine lift stations
- Pulled and cleaned pump 1 at Boundary Road lift station and greased both pumps

## **PROCESS AND OPTIMIZATION ISSUES**

### **SLUDGE SUMMARY**

Dennis Robinson Limited hauled a calculated total of 132.9 m<sup>3</sup> (13 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 16.7 % TS for the month but slump test results from the landfill site have not been provided. The Fournier press ran for 145.7 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 451 (x 180 multiplier) kWh.  
The Fournier press has been operated 995.5 hours in 2021.  
Cranes and chain hoist annual inspections completed by Century Cranes.  
Drained and inspected both clarifiers. Removed one link each side of longitudinal chain in each clarifier.

## **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)



2021 Fort Frances Wastewater

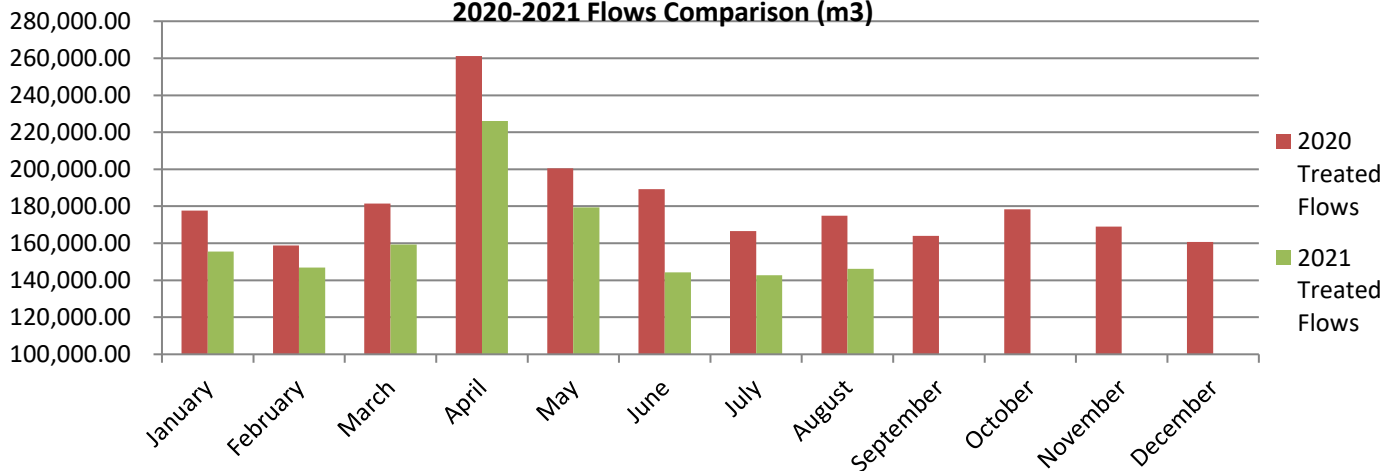
Month	Sewage Flows Year 2020					Usage	Calculated	Sludge	Removal Efficiency	
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	Bins	CBOD5 0.975075038	
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Hauled	Suspended Solids 0.981309641	
	m3	m3	Volume ML	Volume ML	ML		M3		Total Phosphorus 0.965185525	
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	4717.7	6678	146248		146248	52%	132.9	13		
September						0%				
October						0%				
November						0%				
December						0%				
Sum				0	1300624		1028.2	99		
Average	5357		162578		162578	53%	128.5	12.4		
Max		11729	226144		226144			14		
ECA	9000	18000								

Month	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
	BOD (mg/L)	CBOD (mg/L)	CBOD (kg/day)	S.S (mg/L)	S.S (mg/L)	S.S (kg/day)	T.P (mg/L)	T.P (mg/L)	T.P (kg/day)	TKN (mg/L)	Total N (mg/L)	Counts /100ml	Minimum	Maximum
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	117.2	2.5	11.7	210.6	3.5	16.7	3.08	0.16	0.78	28.1	8.3	17.2	7.0	7.4
September														
October														
November														
December														
Average	100.0	2.5	13.5	189.9	3.6	20.0	2.73	0.10	0.50	20.9	12.9	20.4	7.0	7.3
Max	123.8	3.4	20.0	211.8	5	40.5	3.18	0.16	0.78	28.1	15.1	55.7	7.2	7.5
ECA		25	225		25	225		1.0	9.0			200	6.0	9.5

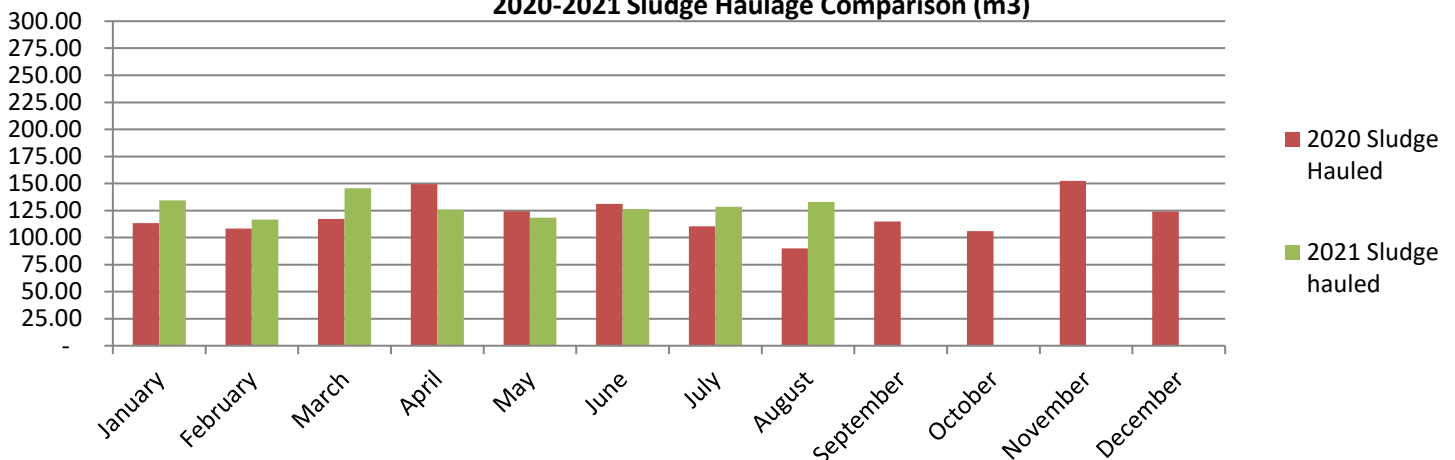
### 2020-2021 Comparison Chart

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	146,248.00	-20%	89.90	132.90	48%
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%
<b>Totals</b>	<b>2,182,534.00</b>	<b>1,300,624.00</b>	<b>-68%</b>	<b>1,440.60</b>	<b>1,028.20</b>	<b>-29%</b>

### 2020-2021 Flows Comparison (m3)



### 2020-2021 Sludge Haulage Comparison (m3)



Workorder Summary Report

Report Start Date: Aug 1, 2021 12:00 AM

Report End Date: Aug 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
<a href="#">2388429</a>			1103, Fort Frances WPCP	OPER	Inspection	1	MONTHS	Grass Cutting at Wastewater Treatment (1m) 1103	COMP	8/1/21 12:00 AM	9/5/21 02:11 PM	9/5/21 02:11 PM	
<a href="#">2398444</a>	0000227376	PANEL ALARM/DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	8/1/21 12:00 AM	8/28/21 11:00 AM	8/28/21 12:00 PM	Dialer test -We test daily.
<a href="#">2398448</a>			1103, Fort Frances WPCP	PM	Refurbish/Replace/Repair	1	MONTHS	Diesel Gensets Inspection/Functional Tests (1m) 1103	COMP	8/1/21 12:00 AM	8/29/21 10:45 AM	8/29/21 11:45 AM	Monthly Gensets -I ran all gensets under load for one hour.
<a href="#">2398464</a>			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	8/1/21 12:00 AM	8/29/21 09:00 AM	8/29/21 10:00 AM	H&S Inspection -No issues.
<a href="#">2398475</a>			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	8/1/21 12:00 AM	9/5/21 02:10 PM	9/5/21 02:10 PM	
<a href="#">2398811</a>			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	8/1/21 12:00 AM	9/1/21 08:30 AM	9/1/21 09:30 AM	Monthly Blower Maint. -I changed oil in blower 4 & 5 and greased both.
<a href="#">2398819</a>	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	8/1/21 12:00 AM	8/24/21 02:06 PM	8/24/21 02:06 PM	Teacup Centrifuge Inspection/Service (1m/3m/1y) 1103 -Drained and inspected Teacup- no debris. Drained and hosed Snail, then greased bearings and lubricated drive chain on Snail. KC
<a href="#">2403643</a>			1103, Fort Frances WPCP, Process	CALL	Refurbish/Replace/Repair	0		Plant Power Failure call in 1103	COMP		8/9/21 07:45 PM	8/9/21 09:45 PM	Plant Power Failure call in 1103 -I was called by the auto dialer at 1946 hours for a plant power failure. I drove to the plant where I reset the phase loss protection and main power. Plant processes were back online 2019 hours. The automatic wasting cycle had to be restarted because it was interrupted by the power failure.

Workorder Summary Report

Report Start Date: Aug 1, 2021 12:00 AM

Report End Date: Aug 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
<a href="#">2406699</a>	0000129829	MOTOR ENGINE DIESEL	1103, White Pine Pumping Station, Process	CALL	Refurbish/ Replace/Repair	0		White Pine genset fault call in 1103	COMP		8/23/21 09:00 PM	8/23/21 10:45 PM	White Pine genset fault call in 1103 -I was called for a genset and pump 1 fault at White Pine lift station at 2100 hours. Once at the plant I acknowledged the alarms on SCADA and they cleared. I then went to the lift station where no local alarms or issues were found and the pump was functioning properly as well. I closed my ticket and called it a night at 1045 hours.

**TOWN OF FORT FRANCES**  
**Operations and Facilities Division - Environmental Area - Operations Statistics**  
**September-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  
Flushing and valve turning program continues  
Hydrant Winterizing started  
Lined watermain on Wright Ave and Keating Ave between 5th St W and 4th St. W  
Adjusted multiple curb stops and valve boxes and water on/off's  
Unplugged several sewers (14)  
Continued interview process for vacancy in water / wastewater team

**WATER TREATMENT PLANT:**

In receipt of the Water Treatment Facility Monthly Report.  
Continued negotiations with MECP for drinking water license revision.

**WASTE-WATER TREATMENT FACILITY:**

In receipt of the Wastewater Treatment Facility Monthly Report.  
Bypass Event on Sept 12 (Power Outage). All protocols followed.

**WASTE MANAGEMENT:**

Submitted data and information to Azimuth Engineering for Landfill Expansion project  
Received informal request from Couchiching First Nation for accepting landfill waste  
Hazardous waste day held on Saturday, September 11.

Garbage Collection:

Garbage not picked up - No Data from Asselins

Sanitary Landfill (Waste Disposal Site):

Landfill Scales functioning during this period.

Amount of residential waste (kg) delivered to the landfill:  
308,420

Amount of ICI waste (kg) delivered to the landfill:  
410,648

Recycling:

Recycle not picked up - No Data from Asselins

Amount of recycled waste (Metric Tonnes) diverted from the landfill:  
No Data Available (Emterra)

Prepared By: Craig Miller, P.Eng. Environmental Superintendent

Date: 4-Oct-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
<b>Jan Total</b>		<b>11</b>	<b>17</b>	<b>1</b>	<b>6</b>
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
<b>Feb Total</b>		<b>33</b>	<b>19</b>	<b>7</b>	<b>30</b>
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
<b>Mar Total</b>		<b>18</b>	<b>39</b>	<b>3</b>	<b>4</b>
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
<b>Apr Total</b>		<b>20</b>	<b>33</b>	<b>7</b>	<b>8</b>
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
<b>May Total</b>		<b>21</b>	<b>23</b>	<b>5</b>	<b>12</b>
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
<b>Jun Total</b>		<b>12</b>	<b>13</b>	<b>2</b>	<b>11</b>
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
<b>Jul Total</b>		<b>13</b>	<b>15</b>		<b>8</b>
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
<b>Aug Total</b>		<b>8</b>	<b>3</b>	<b>1</b>	<b>12</b>
Sep	CONNECTION INSPECTION	4			
	TERMINATE WATER				1
	TEST BACKFLOW	1			
	TRACE SERVICES	1			
	TURN WATER OFF	4	4	4	2
	TURN WATER OFF/ON	2	2	2	
	TURN WATER ON	4		1	4
	TURN WATER ON/OFF				1
<b>Sep Total</b>		<b>16</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Grand Total</b>		<b>152</b>	<b>168</b>	<b>33</b>	<b>99</b>

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
<b>Jan Total</b>		<b>21</b>	<b>22</b>	<b>10</b>	<b>5</b>
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
<b>Feb Total</b>		<b>23</b>	<b>12</b>	<b>7</b>	<b>16</b>
Mar	CCTV SEWER SERVICE	1	1		4
	CONNECTION INSPECTION		1		
	UNPLUG SANITARY SEWER	12	9	3	6
	VAC OUT SEWER MAIN				1
<b>Mar Total</b>		<b>13</b>	<b>11</b>	<b>3</b>	<b>11</b>
Apr	CCTV SEWER SERVICE	3	6		2
	CONNECTION INSPECTION				1
	TRACE SERVICES				1
	UNPLUG SANITARY SEWER	15	7	1	2
	TRACE SEWER SERVICE				1
<b>Apr Total</b>		<b>18</b>	<b>13</b>	<b>1</b>	<b>7</b>
May	CCTV SEWER SERVICE	1			1
	CONNECTION INSPECTION	1	1	1	2
	THAW FROZEN SEWER	1			
	UNPLUG SANITARY SEWER	15	10	2	1
<b>May Total</b>		<b>18</b>	<b>11</b>	<b>3</b>	<b>4</b>
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	
<b>Jun Total</b>		<b>14</b>	<b>10</b>	<b>4</b>	<b>3</b>
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	
<b>Jul Total</b>		<b>9</b>	<b>17</b>	<b>3</b>	<b>21</b>
Aug	CCTV SEWER SERVICE	5	2	1	1
	CONNECTION INSPECTION				3
	TRACE SERVICES	2	2		
	UNPLUG SANITARY SEWER	11	8	1	11
<b>Aug Total</b>		<b>18</b>	<b>12</b>	<b>2</b>	<b>15</b>
Sep	CCTV SEWER SERVICE	2	4		3
	CONNECTION INSPECTION	4			1
	TRACE SERVICES		1		
	UNPLUG SANITARY SEWER	5	11	7	14
	VAC OUT SEWER MAIN		1		
	CLEAN SEWER SERVICE			1	
<b>Sep Total</b>		<b>11</b>	<b>17</b>	<b>8</b>	<b>18</b>
<b>Grand Total</b>		<b>145</b>	<b>125</b>	<b>41</b>	<b>100</b>

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
Sep	CLEANOUT	2			
	CURBSTOP	26			
	SEWER SERVICE			2	
	WATER SERVICE	1		1	
	WATERMAIN	1			2
	SAN MANHOLE				1
Sep Total		30		3	3
Grand Total		59	88	40	80



**Aircraft Landings 2021**  
As of September 30, 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	14	11	62	23	17	180	0	0	12	0	1	8	44	27	14	65	61	52	7	2	46	0	0	34	130	102	216	28
3/4 Total	37	173	550	80	405	1707	0	20	82	77	14	80	563	184	166	568	382	495	19	10	290	0	83	360	1264	846	1941	418
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	37	216	724	80	496	2217	0	20	125	77	28	85	563	211	207	568	540	651	19	10	302	0	83	479	1264	1088	2448	176

Fort Frances Airport - Page 2/2 - Fuel Sales - September 30, 2021																				
Fuel Sales Recap - 2021									2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	10 year	Variance
Month	100LL		Jet Trk		Jet Cab		Month	Year	per	per	per	per	per	per	per	per	per	per	Average	per 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	7,628	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	6,919	10,046	2,370
March	1,107	2,855	15,715	26,197		0	16,822	29,052	16,822	6,473	13,716	9,798	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	4,082	16,934	16,594	252,864		0	20,676	269,798	20,676	14,689	16,543	25,191	13,489	21,325	24,238	21,837	18,005	19,431	19,416	5,987
October		16,934		252,864		0	0	269,798	0	4,307	9,076	10,769	16,604	30,655	8,216	15,472	13,109	11,325	13,281	-4,307
November		16,934		252,864		0	0	269,798	0	13,333	2,202	10,748	9,924	22,349	11,616	7,238	6,398	8,170	10,220	-13,333
December		16,934		252,864		0	0	269,798	0	5,333	5,852	13,243	8,560	13,797	7,592	6,849	2,028	8,179	7,715	-5,333
Total	16,934		252,864		0		269,798		269,798	97,046	160,340	219,140	216,198	230,222	229,246	189,561	149,926	190,716	186,933	172,752

Lowest month in last 9 years  
Highest month in last 9 years  
Highest month  
lowest month

Sewer & Water Data for 2021

up-dated October 1, 2021

Month	Days per month	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021-2020	2021-2020	2021	2021	Monthly
		Total	daily	Couch.	Couch.	Couch.	Total	daily	Couch.	Couch.	Couch.	Diff	Diff	Difference	Infiltration	Infiltration
		Sewage	Sewage	Sewage	Sewage	Sewage	Treated	Treated	2 Water	2 Water	Water	Treated	Wastewater	STP-WTP	daily average	US Gallons
		STP	STP	Meters	Meters	%	WTP	WTP	Meters	Meters	%	WTP	STP			
		cu. meters	cu. meters	cu. meters	cu. meters		cu. meters	cu. meters	cu. meters	cu. meters						
		monthly	daily	monthly	daily		monthly	daily	monthly	daily						
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	12835	414.0	7.17%	39900.0	-23984.0	-36233.0	-1168.8	(9,571,744)
August	31	146248	4717.68	11439	0.00	0.00%	139070	4486.1	12835	414.0	9.23%	11320.0	-28622.0	7178.0	231.5	1,896,227
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	1300624		92759			984530.0		74906.0			-335180.0	-881910.0	316094.0	866.0	83,503,184
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

2021 - Tonnage at Landfill Site - Updated October 4, 2021

2021 - Tonnage at Landfill Site - Updated October 4, 2021									2020			2021				
MONTH	Residential Waste (tonne)	Res (%)	ICI Waste (tonne)	ICI (%)	Non Community Waste (tonne)	Non Community Waste (%)	Covering Material (tonne)	2020	Average last 10 years	2021	Total Fees	Average last 10 years	Total Fees	2020-2019 Tonnes	2020-2019 Fees	
	Total Tonne							Total Tonne 2011 to 2020	Total Tonne	Fees 2011 to 2020						
JAN	229.16	49.9%	221.64	48.264%	8.42	1.8%	0.00	430.73	421.97	459.22	\$ 27,424.15	\$ 22,810.82	\$ 25,366.15	28.49	-\$ 2,058.00	
FEB	139.10	35.7%	242.80	62.338%	7.59	1.9%	163.96	395.65	344.29	389.49	\$ 23,407.65	\$ 17,034.00	\$ 24,123.20	-6.16	\$ 715.55	
MAR	242.51	24.8%	660.86	67.450%	76.40	7.8%	0.00	443.95	424.03	979.768	\$ 29,051.15	\$ 23,642.71	\$ 37,106.95	535.82	\$ 8,055.80	
APRIL	237.07	33.7%	455.76	64.845%	10.01	1.4%	1805.60	611.34	573.51	702.84	\$ 42,244.30	\$ 32,712.97	\$ 45,566.13	91.50	\$ 3,321.83	
MAY	315.73	44.8%	381.34	54.076%	8.12	1.2%	2672.47	777.33	740.72	705.19	\$ 50,040.01	\$ 39,340.52	\$ 45,287.00	-72.14	-\$ 4,753.01	
JUNE	225.07	36.4%	384.15	62.083%	9.55	1.5%	2018.56	600.08	818.98	618.77	\$ 50,850.20	\$ 39,940.83	\$ 40,220.10	18.69	-\$ 10,630.10	
JULY	210.87	26.4%	578.99	72.431%	9.51	1.2%	2805.73	670.42	607.43	799.37	\$ 49,691.30	\$ 36,877.55	\$ 39,932.70	128.95	-\$ 9,758.60	
AUG	306.07	40.4%	449.11	59.320%	1.92	0.3%	1139.31	770.21	700.85	757.095	\$ 55,399.40	\$ 37,960.82	\$ 52,713.60	-13.12	-\$ 2,685.80	
SEPT	308.42	42.3%	410.65	56.284%	10.53	1.4%	15.68	862.70	684.18	729.598	\$ 53,936.60	\$ 38,481.31	\$ 50,808.55	-133.10	-\$ 3,128.05	
OCT		#DIV/0!		#DIV/0!		#DIV/0!		725.18	842.38	0	\$ 49,042.25	\$ 43,709.40		-725.18	-\$ 49,042.25	
NOV		#DIV/0!		#DIV/0!		#DIV/0!		591.91	574.84	0	\$ 36,599.30	\$ 30,714.80		-591.91	-\$ 36,599.30	
DEC		#DIV/0!		#DIV/0!		#DIV/0!		553.52	438.58	0	\$ 29,234.45	\$ 22,463.35		-553.52	-\$ 29,234.45	
Average per monthly	246.00	43%	420.59	55%	15.78	2%	1180.15	619.42	597.65	511.78	\$ 41,410.06	\$ 32,140.76	\$ 40,124.93	649.65	-\$ 5,347.93	
Total	2214.00		3785.29		142.05		10621.31	7433.01	7171.74	6141.34	\$ 496,920.76	\$ 385,689.08	\$ 361,124.38	-1291.67	-\$ 135,796.38	
											\$ 460,321.46	Actual	\$ 361,124.38			
Town of Fort Frances Tonnage	5999.29											\$ 414,194.00	Budget	\$ 440,000.00		
Total Tonnage	6141.34											\$ 496,920.76	Forecasted	\$ 481,499.17		
Residential Tonnage	2214.00	36.05%														
ICI Tonnage	3785.29	61.64%														
Coverage material	10621.31															