

# TOWN OF FORT FRANCES

## AGENDA - May 25, 2015

### MEETING - Council Chambers , Civic Centre

Page

#### **COUNCIL MEETING**

(Session No. 014) to immediately follow the Committee of the Whole

- 1.1 Call to Order
- 1.2 Prayer
- 1.3 Non-agenda items identified to be considered later in this meeting
- 1.4 Disclosure of pecuniary interest and the general nature thereof.

#### **Delegations/Deputations:**

##### **Consent Agenda:**

- 3.1 Items Referred from Committee of the Whole
- 3.2 Summary Report:
- 3.3 Request dated May 1, 2015 from Northwestern Ontario Health Unit re: 4 - 5  
Smoke Free Ontario regulation amendments  
- will be referred to Planning & Development Executive Committee for recommendation
- 3.4 Request dated May 1, 2015 from Teachers of English as a Second Language 6 - 7  
Association of Ontario re: Proclamation of 'English as a Second Language Week'  
- will be advised of Council's proclamation
- 3.5 Request dated May 15, 2015 from Canadian Bass Championship Inc. re: Fort 8 - 9  
Frances CBC July 23-25, 2015  
- will be referred to Administration and Finance Executive Committee for recommendation with input from all other Executive Committees.

#### **Approval of Council Minutes: \***

- 4.1 Session 013 dated May 11, 2015

#### **Approval of Committee of the Whole Minutes: \***

- 5.1 Sessions 019, 020 dated May 11, 2015 and May 19, 2015

#### **Resolutions from tonight's Committee meeting**

**By-Laws:**

- |     |   |         |
|-----|---|---------|
| 7.1 | By-law to authorize the signing of an agreement with Kurt Carlson (Sunny Cove Caretaker).   | 10 - 92 |
|     | By-law to authorize the signing of an agreement with Wepruk Enterprises (Information Systems Support).  |         |
|     | By-law to designate Lots 88 and 122, Townplot of Alberton pursuant to Section 50(4) of the Planning Act.  |         |
|     | By-law to approve a funding agreement with Northern Ontario Heritage Fund Corporation (NOHFC) for a Collections Management Coordinator Intern at the Fort Frances Museum. |         |
|     | By-law to approve a service agreement with The ActiveNet Network Ltd (Software services and support).   |         |
|     | By-law to approve a Materials Services Agreement with Product Care Association (management of end-of-life paints and coatings).   |         |
|     | By-law to authorize the execution of a contract with Bay City Contractors (2015 Road Reconstruction, Watermain and Sewer Replacement).                                    |         |
|     | By-law to approve an agreement with Miller Environmental Corporation (host Household Hazardous Waste Day).  |         |
|     | By-law to authorize license agreement with Rainy River District Stewardship (Geospatial Data).  |         |
| 7.2 | By-law to authorize the sale of Part 1 Plan 48R-3119 to abutting landowner (65179 Ontario Inc.) on King's Highway.  | 93      |

**New Items:**

- |     |   |
|-----|---|
| 8.1 | Town of Fort Frances Strategic Planning input opportunity for residents on June 8, 2015 (M. McCaig, CAO). |
|-----|---|

**Information Correspondence:**

- |     |  |           |
|-----|--|-----------|
| 9.1 | AMO Communications: AMO Policy Update - Ontario-Quebec Announce Updated Rules for Government Procurement | 94 - 95   |
| 9.2 | AMO Watchfile - May 14, 2015   | 96 - 98   |
| 9.3 | Committee of Adjustment Decision: A 3/2015 (1050 Walker Avenue)  | 99        |
| 9.4 | AMO Communication: New for 2015 AMO Online Course: What is Land Use Planning?                            | 100 - 101 |

**Minutes:**

- |      |                                      |       |
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| 10.1 | Downtown BIA - Minutes April 9, 2015 | 102 - |
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10.2 Administration & Finance Executive Committee Minutes May 5, 2015	105 - 107
10.3 Operations & Facilities Executive Committee Minutes May 6, 2015	108 - 109
10.4 Committee of Adjustment Minutes April 20, 2015	110 - 111

**Non-agenda Items**

**ADJOURNMENT**

**\* Previously distributed to Council**

**\*\* Items can be viewed by contacting the Clerk**



210 First Street North  
Kenora, ON P9N 2K4

May 1, 2015

Mayor Avis & Council  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

Dear Mayor Avis and Council:

**Re: Smoke-Free Ontario regulation amendments**

Smoke-Free Ontario Act regulations were recently amended to create smoke-free outdoor spaces in your municipality. These new regulations are part of the government's plan to reduce children's exposure to tobacco use and to protect the public from second-hand smoke.

As of January 1, 2015, it is illegal to:

- smoke within 20 meters of children's playgrounds and public sports fields, including spectator stands, and
- smoke on bar and restaurant patios whether or not there is a roof over the patio.

The new regulations apply to all municipal playgrounds, including those that are located at municipal beaches and sports fields. Because the smoke-free area is a 20 metre radius around the playground equipment, sports field and spectator stand there is a possibility that the public spaces in which it they are situated will only be partially smoke-free.

In Fort Frances, Pither's Point Beach will be partially smoke-free in the 20m radius around the playground equipment. Harbourage Beach does not have to be smoke-free as it contains no playground equipment.

The new amendments offer a unique opportunity for municipalities to act now to further protect community members from the effects of second-hand smoke. The Town of Fort Frances can use your authority under the Municipal Act to make your beaches 100% smoke-free regardless of the distance from playground equipment or lack of playground equipment.

A by-law would equalize outdoor protection from second-hand smoke across the community and will result in less cigarette butt litter on the beaches. It will enhance the

.../2

Letter to Mayor Avis & Council

May 1, 2015

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positive image of Fort Frances as a community that supports healthy lifestyles, along with other municipalities including Thunder Bay, Sudbury, Ottawa and Toronto.

My staff would be pleased to work with your municipality to prepare and pass such a bylaw, and we can offer the following support:

- A presentation to council to answer questions about the implementation and enforcement of the Smoke Free Ontario Act Amendments.
- In-person, phone and email support to develop a draft by-law.

To that end Christine McLeod, from the health unit, will be contacting your office within the next month to follow up on this matter.

I encourage you to consider the adoption of an outdoor smoke-free by-law for municipal beaches in your community. By doing so, you will not only help with the public's understanding and enforcement of the new provincial law, but you will be offering safe and healthy environments for children and families to play.

Thank you,



Dr. Kit Young Hoon, MBBS, MPH, MSc, FRCPC  
Medical Officer of Health

c: Shannon Robinson, (A)Manager Chronic Disease Prevention & Smoke-Free Ontario





TEACHERS OF ENGLISH  
AS A SECOND LANGUAGE  
ASSOCIATION OF ONTARIO

AGENDA ITEM #3.4

27 Carlton Street, Suite 405  
Toronto, Ontario M5B 1L2  
T 416-593-4243 F 416-593-0164  
TF 1-800-327-4827  
administration@teslontario.org  
www.teslontario.org

May 1, 2015

His Worship Mayor Roy Avis  
The Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON  
P9A 3P9



Your Worship,

We thank you and your community for taking part in our Ontario-wide initiative to raise the awareness of the importance of English language learning opportunities for newcomers to Canada by declaring English as a Second Language (ESL) Week in the Fall of 2014 during the week in which our annual conference took place.

I am writing on behalf of TESL Ontario (Teachers of English as a Second Language) to invite you to again take part in our province-wide initiative to recognize Ontario's ESL community and declare the week of November 8 - 14, 2015 as "English as a Second Language Week". Given the ever growing diversity of the population of Ontario, we hope you will continue to support our efforts and grant us this request. In 2014, 55 municipalities declared ESL Week and we anticipate that this number will continue to grow, helping the ESL community to celebrate and expand its development.

For 42 years, TESL Ontario has held its Annual Conference to provide professional development for educators, administrators, students and volunteers who make it possible for immigrants, refugees, citizens, and visitors to learn the English language. This year, our conference "*Expanding Horizons - Drawing on Experience and Knowledge*" will be held November 12 & 13, 2015 and we would be honoured if representatives of your Council could participate. If you are interested in participating please contact Kevin Gamble, Office Coordinator, at administration@teslontario.org for further details.

Last year's TESL Ontario Conference attracted more than 800 attendees. Our members travel from across the province and beyond to attend workshops, research symposia, a technology fair and publishers' displays. For many of us, this annual journey to Toronto marks a time when we can share our experiences, expand our skills, and reaffirm the positive contribution that our province makes to diversity.

Through a set of criteria developed to ensure measurable qualifications among ESL professionals, TESL Ontario demands the best of qualifications from our members, as well as the best of training from the TESL training programs accredited by TESL Ontario. As a result, we offer the finest in second language education to our students, who are capable of contributing a wealth of knowledge and experience to Ontario communities.

Attached, please find our suggested wording of the proclamation. If you have any suggestions or comments as to the content of this document, please contact our Executive Director, Renate Tilson, at 416-593-4243 ext. 203.

Thank you for your consideration,

Sincerely,

Sheila Nicholas,  
Chair

## SUGGESTED WORDING OF PROCLAMATION

Ontario has been the destination of choice for many immigrants who have added to the diversity of the province by bringing their culture, customs and language, even as they endeavour to acquire the ability to communicate in English.

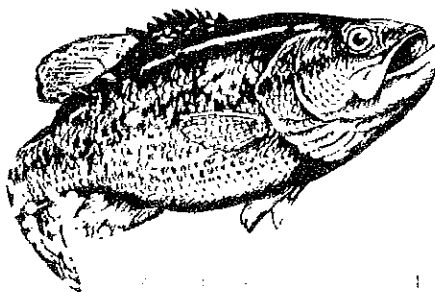
The community of English as a Second Language learners are represented in all aspects of society. They are students in elementary and secondary schools, universities, colleges, public and private schools, adult education students pursuing literacy and basic skills, participants in workplace-training programs, researchers and subjects, volunteers and workers, employees and business owners, labourers and professionals, neighbours and friends.

The professional organization Teachers of English as a Second Language (TESL) Ontario hosts a conference in Toronto each year consisting of workshops, research symposia and a technology fair to maintain and expand the skills and abilities of its members.

NOW THEREFORE, I, \_\_\_\_\_ on behalf of \_\_\_\_\_ of \_\_\_\_\_ Council, do hereby proclaim November 8th to 14th, 2015 as "English as a Second Language Week" in the \_\_\_\_\_ of \_\_\_\_\_.

Fort Frances

12:51/15  
May 15/15  
WR

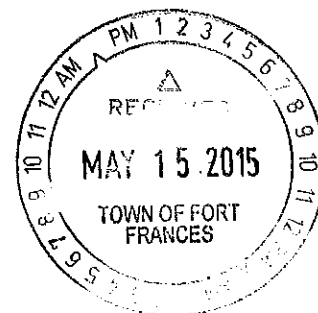


Canadian  
Bass Championship Inc.  
P.O. Box 531  
Fort Frances, ON  
P9A 3M8

May 15, 2015

Mayor and Town Council

Town of Fort Frances  
P.O. Box 38  
Fort Frances, Ontario  
P9A 3M5



Re: Fort Frances Canadian Bass Championships (July 23rd - July 25<sup>th</sup>, 2015)

Dear Mayor and Councillors:

The FFCBC directors sincerely appreciate your significant contributions to facilitate the 2015 event. The Town of Fort Frances is a valued sponsor of the FFCBC since its creation in 1995.

We respectfully request the following support from the Town of Fort Frances:

- 1) Designate, in writing, the "Fort Frances Canadian Bass Championship Live Release Tournament" as a significant community festival & event.
- 2) Authorize use of the Memorial Sports Centre Stage, Tables, Chairs & Town picnic tables. FFCBC will arrange for pick-up and return.
- 3) Supply the FFCBC with the necessary documents to facilitate closing road to accommodate tent.



- 4) We submit a request to the Town of Fort Frances for the use of four barricades for the use at the Sorting Gap.
- 5) The FFCBC will be filling out a building permit application for the erection of the tent, we ask the town look at any charges associated.
- 6) Provide us, early in July, with list of Sorting Gap Marina slip lessees. We will contact the lessees with a formal request for the possible use of their slips during the tournament.
- 7) Waive launch fees for tournament competitors and volunteers from July 20th to 25<sup>th</sup> . We will provide the Sorting Gap Marina staff with a list of tournament anglers and names of volunteers (spotters, catch & release and photography boats) who plan to launch there.
- 8) Authorize the temporary installation of poles and flags on the concrete pylons and edges of the launch ramp, as in previous years.
- 9) Allow the tournament to attach pennants, signs and banners to street light poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event.
- 10) Provide the Director of Tournament Operations and the Director of Site & Facilities with a dock key.

We look forward to discussing our request in greater detail at your convenience and invite any Town Council to any FFCBC board meeting.

Respectfully,

Wayne Allen, Co-Chairman

Jim Cuthbertson, Co-Chairman

#### 2015 FFCBC Board of Directors

Wayne Allen	Co-Chair/Bar Operations
Lauris Werenko	Bar Operations
Kathy Cuthbertson	Food Court
Jim Cuthbertson	Co-Chair/Site & Facilities
Greg Gustafson	Treasurer/Angler Registrations
Paul Jewiss	Anglers' Representative
Kevin Cawston	Fish Care
Paul Cousineau	Weigh Master

TOWN OF FORT FRANCES

BY-LAW NO. XX/15

(Being a by-law to authorize the signing of an agreement with Kurt Carlson for Caretaker Services at Sunny Cove Camp - the *Municipal Act, 2001*, c. 25, Section 8.)

WHEREAS on April 27<sup>th</sup>, 2015, Council approved a report dated April 20<sup>th</sup>, 2015 by J. Kabel, Manager of Community Services with regards to Sunny Cove Camp Caretaker.

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

1. That the employment agreement effective May 1, 2015 between the Corporation of the Town of Fort Frances and Kurt Carlson be hereby approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 25<sup>th</sup> day of May 2015.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

**CARETAKER SERVICES AT SUNNY COVE CAMP**

**Standard Form Agreement**

**This agreement made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2015**

**Between:**

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

**Hereinafter referred to as the Corporation**

**and:**

**Kurt Carlson  
(doing business as KC Contracting)  
1209 Elizabeth Street East  
Fort Frances, ON P9A 3R8**

**Hereinafter referred to as the Contractor**

**Whereas the Corporation requires Caretaker Services at Sunny Cove Camp on a contract basis effective May 1, 2015;**

**And whereas the Contractor claims to have sufficient knowledge, experience and expertise to deliver said services to the Corporation in a manner acceptable to the Corporation;**

**And whereas the Contractor has offered his services to the Corporation as outlined in the tender;**

**And whereas the Corporation desires to accept the offer of services from the Contractor.**

**Now Therefore the Parties Hereto Agree as Follows:**

**The Contractor agrees to provide to the Corporation the Services, as “services” are defined herein, and**

**The Corporation agrees to compensate the Contractor for said services by payment to the Contractor as outlined in the tender.**

**Responsibility of the Contractor to Provide Services**

**The delivery of the following services and for purposes of this agreement “services” is defined as follows:**

- **Provides care-taking services for the day to day cleaning and maintenance of Sunny Cove Camp including grass cutting, cleaning halls, cleaning sleeping cabins, and cleaning shower area and washrooms;**
- **Provides assistance to organizations renting the camp as required and directed;**

- **Contacts municipal trades to complete necessary repairs to facilities if the repairs are beyond individual's capabilities;**
- **Keeps Manager of Community Services apprised of current maintenance and renter issues;**
- **Refers all rental inquiries to the Memorial Sports Centre;**
- **Enforces camp rules and regulations;**
- **Incumbent will abide by Ontario Health & Safety Legislation and follow Corporate Health & Safety Policies;**
- **After successfully completing the Operation of Small Drinking Water Systems course the incumbent would become a "Trained Person" under the requirements of O. Reg. 170/03 and would be allowed to operate, maintain, take samples and conduct chlorine residual or turbidity tests from within this system;**
- **Performs additional duties as identified by the Manager of Community Services.**

**The Contractor will have substantial contact with tenants of Sunny Cove Camp and personnel of the Corporation in the delivery of the services under this Contract.**

#### **Work Schedule**

**Hours of work may fluctuate and are flexible, depending upon maintenance requirements and volume of tenants in the camp. Work is typically performed outdoors at a lakeside camp environment.**

#### **Payment**

**For purposes of this agreement, compensation for services is defined in the submitted tender document.**

**The Corporation agrees to compensate the Contractor as defined in the submitted tender, upon receipt of invoice and subject to approval by management.**

#### **Contractor to be Named Insured**

**The Contractor shall provide proof of insurance with respect to the operations of Kurt Carlson (doing business as KC Contracting) and only with respect to services provided for the Corporation under this Agreement.**

#### **Termination of Contract**

**This Contract may be terminated by the Corporation for non-performance or frustration, without notice or pay in lieu thereof. It is agreed that any breach or evasion of any of the terms of this Contract by either party may result in immediate and irreparable injury to the other party and will authorize recourse to injunction and or specific performance as well as to all other legal or equitable remedies to which such injured party may be entitled under this Agreement.**

**Confidentiality**

**The Contractor shall not disclose in any manner whatsoever any knowledge, information, record or otherwise, found out or otherwise while conducting work for the Corporation, to any entity except as directed and consented to by the Corporation or a court of law.**

**Corporation Property**

**The Corporation shall provide to the Contractor the tools, products and materials necessary to deliver the service, as outlined in the tender document. All products, tools and materials supplied by the Corporation will remain the sole property of the Corporation, and shall be used by the Contractor for purposes of delivering the Services under this Agreement only.**

**Communications**

**All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual for whom they are intended or if sent by registered mail or by fax if available addressed as follows:**

**Kurt Carlson, KC Contracting  
1209 Elizabeth Street East  
Fort Frances, ON P9A 3R8**

**and**

**The Corporation of the Town of Fort Frances  
Municipal Clerk  
320 Portage Avenue  
Fort Frances, ON  
P9A 3P9  
Fax: 807-274-8479**

**IN WITNESSETH WHEREOF the Parties have hereunto caused their corporate seals to be affixed duly attested to by the hands of their proper signing officers in that behalf or (in the case of unincorporated parties) set their hands and seals.**

**For the Contractor:**

**For the Corporation:**

\_\_\_\_\_  
**Kurt Carlson**

\_\_\_\_\_  
**R. Avis, Mayor**

\_\_\_\_\_  
**Witness as to Signature of  
Kurt Carlson**

\_\_\_\_\_  
**E. Slomke, Municipal Clerk**  
  
**(We have the authority to bind the  
corporation)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

TOWN OF FORT FRANCES

BY-LAW NO. XX/15

(BEING a by-law to approve a service agreement with Frank Wepruk doing business as Wepruk Enterprises for the provision of information technology services, the *Municipal Act, 2001*, S.O. 2001, c.25.)

WHEREAS on April 13<sup>th</sup>, 2015, Council authorized entering into a service agreement with Frank Wepruk doing business as Wepruk Enterprises for the provision of information technology services.

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

1. That the agreement with Frank Wepruk dba Wepruk Enterprises in the form attached to a report presented to Council on April 13<sup>th</sup>, 2015 by the Town Clerk be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 25<sup>th</sup> day of May 2015.

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R. Avis, Mayor

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E. Slomke, Town Clerk



**INFORMATION SYSTEMS SUPPORT**

**Standard Form Agreement**

**This agreement made in duplicate this \_\_\_\_ day of \_\_\_\_, 2015**

**Between:**

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

**Hereinafter referred to as the Corporation**

**and:**

**Frank Wepruk  
(doing business as Wepruk Enterprises)  
Site 300 – 14 RR3  
Fort Frances, ON P9A 0A1**

**Hereinafter referred to as the Contractor**

**Whereas the Corporation and the Contractor (collectively referred to herein as the Parties) entered into an agreement effective October 1, 2014 (the Agreement), pursuant to which the Contractor has provided to the Corporation certain Information Systems Support services (the Services) for compensation;**

**And Whereas the Corporation continues to require the Services on a contract basis effective April 1, 2015;**

**And Whereas the Contractor is prepared to continue to provide the Services to the Corporation for compensation;**

**And Whereas the Parties wish to now enter into a renewal of said Agreement.**

**Now Therefore the Parties Hereto Agree as Follows:**

**The terms and conditions as set out in the original Agreement remain in force and effect during this renewal period unless specifically changed by the**

**terms of this renewal agreement.**

**Each party to this agreement acknowledges that they have in their possession an executed original of the Agreement.**

**Duration of Agreement**

**The Agreement shall have a duration of 1 (one) year commencing April 1, 2015 and terminating March 31, 2016 unless earlier terminated as provided for in the Termination of Contract clause.**

**IN WITNESSETH WHEREOF the Parties have hereunto caused their corporate seals to be affixed duly attested to by the hands of their proper signing officers in that behalf or (in the case of unincorporated parties) set their hands and seals.**

**For the Contractor:**

**For the Corporation:**

\_\_\_\_\_  
**Frank Wepruk**

\_\_\_\_\_  
**R. Avis, Mayor**

\_\_\_\_\_  
**Witness as to Signature of Frank Wepruk.**

\_\_\_\_\_  
**E. Slomke, Municipal Clerk**

**(We have authority to bind the Corporation)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**TOWN OF FORT FRANCES****BY-LAW NO. \*\*/15**

(Being a By-Law to designate Lots 88 and 122, Townplot of Alberton pursuant to Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended).

**WHEREAS** Section 50(4) of the Planning Act provides that Council may by by-law designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of Section 50(3) of the Planning Act, R.S.O. 1990, c.P.13, as amended.

**AND WHEREAS** the Townplot of Alberton plan is considered a registered plan of subdivision and has been registered for more than eight years.

**AND WHEREAS** pursuant to condition imposed relative to Zoning By-Law Amendment 8/98-CC, lots 89 to 94 and lots 115 to 121 were deemed not to be lots on a registered plan of subdivision by By-Law #33/07 enacted June 11, 2007 and registered as RD8494 on July 18, 2007 to accommodate proposed construction on the property owner;

**AND WHEREAS** lots 88 and 122 on the plan were specifically excluded pending completion of construction; execution and registration of Site Plan Control Agreement (the "Agreement") between the property owner and the municipality; and conveyance of specific property as noted in the Agreement to the municipality for purposes of establishing a public parking lot;

**AND WHEREAS** the conveyance of the property having recently been completed, it is now appropriate to deem the remaining lots to not be lots on a plan of subdivision so the lots subject to the Agreement becomes one lot of record and the process is completed.

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

1. That 88 and 122, Townplot of Alberton be hereby designated, under Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended (the Act), and deemed not to be a registered plan of subdivision for the purposes of Section 50(3) of the Act.
2. And further that the Clerk shall lodge a Certified Copy of this By-Law with the Office of the Minister of Municipal Affairs and Housing, pursuant to the requirements of Section 50(26) of the Act.
3. And further that the Clerk shall register a Certified Copy of this By-Law in the Land Registry Office for the District of Rainy River, pursuant to the requirements of Section 50(28) of the Act.
4. And further that Notice of Passing of this By-Law shall be sent to each person on the last revised assessment roll to be the owner of the said lands, pursuant to the requirements of Section 50(29) of the Act.
5. In accordance with Section 50(27) of the Act, this By-Law shall take effect upon the passing thereof, subject to Section 50(28) of the Act.

READ THREE TIMES AND FINALLY PASSED in open Council this 25<sup>th</sup> day of May 2015.

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R. Avis, MAYOR

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E. Slomke, CLERK

TOWN OF FORT FRANCES

BY-LAW NO. XX/15

(Being a by-law to approve an agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for funding for a Collections Management Coordinator Intern (Museum) from the Northern Ontario Internship Program- the Municipal Act, 2001, S.O. 2001, c.22, section 1

WHEREAS on May 11, 2015, Council approved the submission of an application with the Northern Ontario Heritage Fund Corporation (NOHFC) under the Northern Ontario Internship Program for purposes of hiring a Collections Management Coordinator Intern at the Fort Frances Musuem.

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

1. That the agreement in the form attached hereto as Schedule “A” with the Northern Ontario Heritage Fund Corporation be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 25<sup>th</sup> day of May 2015.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

Internship Project Number: 8500650

## Northern Ontario Heritage Fund Corporation

### Northern Ontario Internship Program Agreement

**THIS AGREEMENT** is made effective as of **February 25, 2015** (the "Agreement")

**B E T W E E N:**                **Northern Ontario Heritage Fund Corporation ("NOHFC")**

**A N D:**                        **Town of Fort Frances (the "Employer")**

**WHEREAS** the Employer is a municipal corporation under the law of Ontario and wishes to obtain financial assistance from NOHFC to enable it to hire a post-secondary graduate to fill an internship Position, as more fully described in Schedule B;

**AND WHEREAS** NOHFC wishes to provide financial assistance towards the costs of the Position in the form of a conditional contribution that does not need to be repaid by the Employer provided that the terms and conditions of this Agreement are satisfied;

**NOW THEREFORE** in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

#### **A. The Agreement**

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

- Schedule A -        Terms and Conditions
- Schedule B -        Position Description and Financial Information
- Schedule C -        Form of Request for Reimbursement
- Schedule D -        Final Report

Capitalised terms not otherwise defined in this document shall have the meanings ascribed to them in Schedule A.

#### **B. Agreement Term and Internship Work Term**

This Agreement shall continue in effect until the Work Term is completed or this Agreement is terminated in accordance with its terms.

The Employer shall cause the Position to be filled and paid for during the Work Term set out in Schedule B.

The Employer must have selected, hired and advised the Project Officer of an Eligible Candidate within 6 months commencing on the Minister's approval letter date of April 23, 2015, and the Work Term must be completed within 18 months of this date. No financial assistance will be provided for any employment after the 18 month period.

If there is a delay in filling a Position, the Employer may, by giving prior notice to the assigned project officer, amend the Start Date of the Work Term to coincide with the date on which the Position is filled, and employment commences. Notwithstanding the foregoing, the Start Date may not be later than 6 months after the date of approval and the duration of the Work Term may not be amended except with the prior written agreement of NOHFC.



Internship Project Number: 8500650

## **SCHEDULE A**

### **TERMS AND CONDITIONS**

#### **1. Interpretation**

- 1.1. In this Agreement, the following capitalized terms have the meanings set out below:
- (a) "Contribution" means the conditional contribution payable by NOHFC to the Employer in accordance with this Agreement;
  - (b) "Eligible Candidate" means an individual who is (i) a graduate of a college or university registered with the Ministry of Training, Colleges and Universities (MTCU) from a program that is approved by MTCU with qualifications in a field of study that is related to the employment offered by the Employer, (ii) not an immediate family member or relative of the Employer;
  - (c) "Eligible Costs" means the actual salary or wages paid to the Intern which were incurred by the Employer during the Work Term, but does not include:
    - (i) any benefits paid by the Employer including but not limited to: vacation pay; bonuses; gifts; termination or severance pay; expenses and allowances; and group medical, dental, or life insurance; Employer Health Tax (EHT); and
    - (ii) the Employer's portion of statutory remittances, including but not limited to contributions to the Canadian Pension Plan and Employment Insurance (EI) premiums;
  - (d) "Intern" means an Eligible Candidate hired to fill the Position, and
  - (e) "Northern Ontario" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming;
  - (f) "Position" means the internship position described in Schedule B;
  - (g) "Work Term" means the timing and duration of the Position set out in Schedule B, which may be amended by the Employer in accordance with section B of the Agreement.
- 1.2. In the event of conflict between the provisions of the different components of this Agreement, the main body of this Agreement shall prevail over the Schedules, and Schedule A shall prevail over Schedule B.

#### **2. Position and Hiring**

- 2.1. The Employer shall fulfill its obligations under this Agreement with due diligence and in a businesslike manner. At all times during the term of this Agreement, the Employer shall be responsible for (i) the identification and recruitment of Eligible Candidates, and (ii) the hiring, training, supervision and payment of the Intern. Before filling a Position, the Employer shall provide such information to the assigned project officer about the prospective Intern as NOHFC may reasonably require (but not personal information, as defined in the *Freedom of Information and Protection of Privacy Act*) to satisfy NOHFC that the Intern meets the applicable eligibility criteria set out in the definition of Eligible Candidate, above. NOHFC has no responsibility for, no relationship with, and no liability for the actions of, any Intern.

**C. Contribution**

The Contribution is limited to the lesser of:

- (i) ninety percent (90%) of Eligible Costs incurred and paid by the Employer to the Intern during the Work Term (Note: this percentage is based on the weekly wage set out in Schedule B; if the Employer pays the Intern more or less than that wage, NOHFC will adjust the percentage accordingly), and
- (ii) **thirty one thousand four hundred fifty one dollars (\$31,451.00)**

**D. Specific Terms and Conditions**

NOHFC's obligation to pay some or all of the Contribution to the Employer at any time during the term of this Agreement is conditional upon the Employer recruiting, hiring, training and paying the Intern in accordance with this Agreement and complying with all other provisions of this Agreement, including the additional terms set out in this section D, if any.

**E. Contact**

The contact information for the parties is as follows:

	<b>NOHFC</b>	<b>TOWN OF FORT FRANCES</b>
<b>Full Legal Name</b>	Northern Ontario Heritage Fund Corporation	Town of Fort Frances
<b>Address</b>	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	259 Scott Street Fort Frances ON P9A 1G8
<b>Contact Name</b>	Bruce Strapp Executive Director	Ms Sherry George Museum Curator
<b>Telephone</b>	1 (800) 461-8329; 1 (705) 945-6700	(807)274-7891
<b>Facsimile</b>	1 (705) 945-6701	(807)274-4103
<b>E-mail</b>	<a href="mailto:nohfc@ndm.gov.on.ca">nohfc@ndm.gov.on.ca</a>	<a href="mailto:sgeorge@fort-frances.com">sgeorge@fort-frances.com</a>

**F. Agreement to be Bound.**

The parties to this Agreement acknowledge and agree that they have read it, understand it, have the authority to enter into it and agree to be bound by it. The signatories certify that they have the power and authority to bind the party on behalf of which they are executing this Agreement.

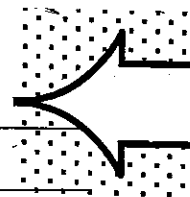
**TOWN OF FORT FRANCES**

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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



**SIGN  
HERE**

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**

By: \_\_\_\_\_  
Bruce Strapp, Executive Director

Date Signed: \_\_\_\_\_

- 2.2. The Employer agrees that it shall be responsible for recruiting Eligible Candidates through a fair selection process and will work through career centres of post-secondary educational institutions, where reasonably possible.
- 2.3. The Employer shall notify NOHFC as soon as possible in the event that it becomes aware of actual or possible hiring delays or inability to fill a Position or complete a Work Term. Except as set out in section B of this Agreement, the Employer shall not alter any element of a Position (as described in its application for a Contribution) or permit or cause any other material change to the Position, without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.
- 2.4. The Employer shall notify NOHFC promptly when an Intern has been hired for the Position and when the Intern leaves the Position. If the Position becomes vacant for any reason prior to the end of the Work Term, the Employer must immediately notify NOHFC and indicate whether or not the Employer wishes to hire a replacement Intern for the Position. If the Employer wishes to hire a replacement Intern for the position, NOHFC will agree to contribute towards the replacement Intern's salary or wages, provided that all of the following conditions are satisfied:
  - (a) The Employer is not in default under this Agreement;
  - (b) The departing Intern has left the Position within the first 9 months of the Work Term;
  - (c) NOHFC is satisfied, in its sole discretion, that the Employer will offer the same suitable employment to the replacement Intern that was previously offered to the departing Intern;
  - (d) The Employer informs the assigned project officer promptly of a replacement Intern whom it wishes to hire, and NOHFC is satisfied, acting reasonably, that the replacement Intern is suitably qualified to fill the Position;
  - (e) The Employer shall have entered into a new written agreement with NOHFC with respect to a 12-month work term for the replacement Intern (the "Replacement Agreement") on substantially the same terms and conditions as this Agreement, with the following exceptions:
    - (i) the maximum aggregate amount of funding payable by NOHFC under the Replacement Agreement shall not exceed the maximum amount of the Contribution;
    - (ii) if the replacement Intern leaves the Position before the end of the replacement's work term, NOHFC will not provide funding for a subsequent Intern to fill the Position.

Despite the foregoing, if the Employer wishes to hire a new intern for any position at any time, the Employer may submit a new funding application under the Northern Ontario Internship Program, which will be evaluated in the normal course in accordance with NOHFC's usual guidelines and criteria.

### **3. Contribution Conditions**

- 3.1. NOHFC makes the Contribution on the basis of reimbursement for Eligible Costs incurred. On expiry or termination of this Agreement or termination of a Position, NOHFC may recover any excess of funds provided to the Employer and such amount is considered to be a debt immediately due and payable to NOHFC.
- 3.2. The amount of the Contribution paid to the Employer shall be used only to reimburse actual expenditures on Eligible Costs during the term of this Agreement.
- 3.3. In no event will NOHFC be responsible for funding any cost overruns related to a Position.
- 3.4. Before advancing any part of the Contribution, NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the funds into the Recipient's designated bank account by way of electronic funds transfer.

#### **4. Additional Assistance**

- 4.1. The Employer shall notify NOHFC if the Employer receives additional assistance towards the cost of a Position from sources other than NOHFC. NOHFC may in its sole discretion reduce the amount of the Contribution by an amount equal to the amount of any new funding received by the Employer, to ensure that there is no duplication in funding.

#### **5. Pre-disbursement Requirements**

- 5.1. Prior to the first disbursement of the Contribution under this Agreement, the Employer shall provide to the assigned project officer: (i) copies of its resolution(s), by-law(s) or other documentation satisfactory to NOHFC, evidencing that the Position and the application for a conditional contribution have been properly authorised, and (ii) any additional authorisations identified in section D of the main body of this Agreement, "Specific Terms and Conditions", and (iii) the insurance certificate(s) or other documents provided for in section 9.

#### **6. Default**

- 6.1. If the Employer is in default under this Agreement or any other agreement between it and NOHFC, in its sole discretion NOHFC may recover any funds advanced or an amount equal to the advanced funds and may refrain from making further payments of the Contribution. The Employer agrees that if it is in default under this Agreement, NOHFC may refuse to consider any future applications by the Employer for NOHFC funding.
- 6.2. The following constitute events of default under this Agreement:
- (a) the Employer becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC, otherwise faces other serious financial difficulty;
  - (b) an order is made or resolution passed for the winding up of the Employer, or the Employer is dissolved or in the sole opinion of NOHFC, the Employer ceases to operate;
  - (c) the Employer has submitted false or misleading information to NOHFC, or otherwise makes a false representation in this Agreement;
  - (d) the Employer has failed to perform one or more of its obligations under this Agreement;
  - (e) the Employer has failed to hire an Intern to commence employment within the first 6 months of the Work Term;
  - (f) in the opinion of NOHFC, there is a material adverse change in risk.

#### **7. Payment of Contribution**

- 7.1. The Contribution will be paid semi-annually on a reimbursement basis. At the end of the first 6 months of the Work Term, the Employer shall submit to the assigned project officer a Statement of Account and any semi-annual reports or deliverables required herein. A final payment at the end of the Work Term will not be made until NOHFC has received a final Statement of Account and a Final Report. "Statement of Account" and "Final Report" are described in subsections 7.4 and 7.5 below, respectively.
- 7.2. Subject to the terms and conditions of the Agreement, NOHFC shall issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.

- 7.3. In the event of a debt owing to NOHFC by the Employer, the Employer shall pay the amount of the debt, if any, by cheque payable to the "Northern Ontario Heritage Fund Corporation" and the said cheque shall accompany the final Statement of Account.
- 7.4. Every Statement of Account required under this Agreement shall include:
- (a) details of expenditures on Eligible Costs to date in the form set out in Schedule C;
  - (b) a statement that the Intern meets the applicable eligibility criteria set out in paragraph 1.1(b) and that all expenditures are in accordance with this Agreement;
  - (c) a signature by a person with signing authority for the Employer, verifying the information in paragraphs 7.4 (a) and (b) above; and
  - (d) if requested by NOHFC, original receipts or other evidence of payment of salary, wages and employee benefits, which upon request by the Employer may be returned to the Employer after the Statement of Account has been paid.
- 7.5. The Final Report shall be in the form set out in Schedule D to this Agreement.

## **8. Records and Monitoring**

- 8.1. The Employer shall maintain financial records and books of account respecting the Position in accordance with generally accepted accounting procedures.
- 8.2. NOHFC and the Provincial Auditor and their employees and agents shall be allowed access to the Employer's premises and to the Intern's work site to inspect and assess the progress and results of the Position and the Position records, both during and following the term of this Agreement.
- 8.3. The Employer shall supply, on request, such information in respect of the Position and its results as NOHFC may require for the purpose of monitoring the Position or the Northern Ontario Internship Program.
- 8.4. If NOHFC or the Provincial Auditor believes that there are material inaccuracies in or inconsistencies between the Statements of Account and the Employer's financial records and books of account, NOHFC or the Provincial Auditor may request and the Employer must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
- (a) NOHFC funds received to date;
  - (b) expenditures made to date;
  - (c) whether the expenditures were made in accordance with this Agreement; and
  - (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.

## **9. Indemnity and Insurance**

- 9.1. The Employer hereby agrees to indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Employer or otherwise in connection with the Agreement.

- 9.2. The Employer represents and warrants that it has, and shall maintain for the term of the Agreement, 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 obligations similar to the obligations required of the Employer under this Agreement 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 two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a thirty (30) day written notice of cancellation.
- 9.3. The Employer shall provide to the assigned project officer with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in section 9.2. Upon the request of NOHFC, the Employer shall make available to NOHFC a copy of each insurance policy.
- 9.4. If the Employer is subject to the *Workplace Safety and Insurance Act, 1997*, the Employer is registered with the Workplace Safety and Insurance Board (WSIB), shall at all times throughout the employment of the Intern pay all amounts payable under the Act to the WSIB when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

## 10. Compliance with Laws

- 10.1. The Employer shall, and shall require its directors, officers, partners, employees, agents, contractors and volunteers, if any, at all times to comply with any and all federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders applicable to the performance of this Agreement, the employment of the Intern and the Position. The Employer shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement, the employment of the Intern and the Position.

## 11. Information and Acknowledgement

- 11.1. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Intern.
- 11.2. Subject to the *Freedom of Information and Protection of Privacy Act*, all information pertaining to the Contribution and the Employer's obligations under this Agreement is public information and may be released to third parties upon request.

## 12. Notices

- 12.1. Any notices to be given, and all reports and statements of account, and correspondence, under the provisions of this Agreement, shall be in writing and shall be given by personal delivery, prepaid registered mail, facsimile transmission, or courier service, and subject to change by either party with written notice, shall be addressed to the party at the address set out in this Agreement. Notices shall be deemed to have been effectively given on the date of delivery by



personal service, facsimile transmission, or courier, or in the case of service by registered mail five business (5) days after the date of mailing.

### 13. Other Terms and Conditions

- 13.1. Corporate Changes. The Employer shall not alter its legal or corporate structure, ownership, control, financing or objects without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.
- 13.2. Assignment. The Employer shall not assign this Agreement, nor any part hereof, without the prior written approval of NOHFC. Such approval may be withheld by NOHFC in its sole discretion, or given on such terms and conditions as NOHFC may require.
- 13.3. Third Parties. The Employer shall take reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors and volunteers shall be bound to observe the provisions of this Agreement.
- 13.4. Financial Assistance Only. This Agreement is not an employment agreement. This Agreement is a contract for conditional financial assistance only and nothing in it, or done pursuant to it, is to be construed as constituting the Employer as NOHFC's agent, employee, partner or joint venturer.
- 13.5. Waiver. The failure by NOHFC to insist in one or more instances upon the performance by the Employer of any of the terms or conditions of the Agreement shall not be construed as a waiver of NOHFC right to require future performance of any such terms or conditions, and the obligations of the Employer with respect to such future performance shall continue in full force and effect.
- 13.6. Force Majeure. A party to this Agreement shall not be responsible for failures in performance resulting from matters beyond the reasonable control of the party, including acts of God, riots or other civil insurrection, war, or strikes and lock-outs.
- 13.7. Severability. The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- 13.8. Amendment. This Agreement may be amended only by written agreement between the parties. An amendment may (i) be prepared by NOHFC for signature by the Employer, or (ii) consist of a written request for one or more changes to this Agreement which the Employer submits to NOHFC by facsimile transmission ("fax"), e-mail or lettermail, and if approved without modification by NOHFC, has been signed or, in the case of e-mails, approved by the Executive Director of NOHFC and faxed, e-mailed or mailed back to the Employer.
- 13.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.10. Time is of the Essence. Time is of the essence in the performance of the obligations under this Agreement.
- 13.11. Entire Agreement. This Agreement, including the Schedules, embodies the entire agreement between the Employer and NOHFC with respect to its subject matter and supersedes any previous understanding or agreement, collateral, oral or otherwise, between them in the event of conflict.
- 13.12. Survival. The following provisions shall survive the termination or expiration of the Agreement: sections 2.0 - Position and Hiring, 7.0 - Payment of Contribution, 8.0 - Monitoring, 9.0 - Indemnity and Insurance, 11.0 - Information and Acknowledgement, and this subsection 13.12.

Internship Project Number: 8500650

**SCHEDULE B****POSITION DETAILS/JOB DESCRIPTION AND FINANCIAL INFORMATION****A. POSITION DETAILS/JOB DESCRIPTION – REFER TO SECTION E OF APPLICATION****JOB TITLE:** Collections Management Coordinator Intern**JOB DESCRIPTION:**

Town of Fort Frances wishes to hire a Collections Management Coordinator Intern. The objective of the Collections Management Coordinator Intern position is to optimize the efficiency of the new collection database for purposes of research and exhibition. The intern will ensure that storage locations for each artefact are included on collection database entries, but equally important are attaching digital photos (already available for many artefacts) and ensure entries include all required information as per museum registration methods.

Some of the key duties/responsibilities the intern will undertake during this placement include:

- Ensure each artefact is properly identified and tagged correctly;
- Ensure each artefact has a photo, if photo is absent, item will be photographed;
- Ensure that information in the database is complete and updated with photos and storage location;
- Ensure artefacts are properly repackaged and returned to storage; and,
- Note any inadequacies or inefficiencies in the collection database or stage areas and make recommendations for improvement.

The intern will be supervised by the Museum Curator.

The successful applicant will have a diploma/degree in Museum Studies, Cultural Heritage, History, Archaeology or related area of study.

**B. FINANCIAL INFORMATION**

<b>START DATE: May 15, 2015</b>	<b>END DATE: May 14, 2016</b>
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# OF WEEKS	HOURS PER WEEK	HOURLY RATE	WEEKLY RATE	TOTAL WAGES	NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS*
52	35	\$19.20	\$672.00	\$34,944.00	\$31,451.00	90%

\* **Note:** "NOHFC's % of Eligible Costs" is based on the weekly rate set out above. If the Employer pays the Intern more or less than that weekly wage, NOHFC will adjust the percentage accordingly so that in any event the maximum NOHFC contribution per week does not exceed the weekly rate set out above multiplied by the percentage set out above.

**SCHEDULE C****Request for Reimbursement under the Northern Ontario Internship Program**

This request for reimbursement form should be completed by the Employer and returned to the project officer assigned to the Employer by NOHFC. A Statement of Account must accompany this form. If this is a final request for reimbursement, then a Statement of Account and a Final Report (Schedule D attached) must accompany this request form.

General Information		Internship Claim	
NOHFC Number: 8500650		1st Claim <input type="checkbox"/>	Final Claim <input type="checkbox"/>
Job Title: Collections Management Coordinator Intern		Pay Period covered From: _____ To: _____	Pay Period covered From: _____ To: _____
Employment Start Date: _____		Last Date Intern Worked: _____	
Employer Profile			
Employer Name: Town of Fort Frances		Contact Name: _____	
Contact Number(s): _____			
<b>NOTE: has your mailing address changed since you applied:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>			
Provide Current Mailing Address: _____		City or Town: _____	Postal Code: _____
<i>(Cheques will be mailed to your current mailing address, if the employer or payment address has changed; written direction from the Employer will be required. For assistance please speak to your project officer.)</i>			
Funding Calculations			
Maximum NOHFC Funding Approved: \$		Claims to Date: \$	
Claim Calculation (reference note below for eligible costs)			
Total Weeks Worked: _____	Total Hours per Week: _____	Hourly Rate Paid: \$ _____	Weekly Rate Paid: \$ _____
		Total Paid (this claim): \$ _____	
Declaration by Employer			
The undersigned hereby declares that all expenditures reported in this claim form are Eligible Costs under NOHFC's Internship program. Funds provided by NOHFC shall be used solely by the undersigned for the reimbursement of salary costs incurred through the employment of the Intern under the Internship program. Evidence of reported expenditures will be provided if requested. The Employer has fulfilled all applicable terms and conditions of the Northern Ontario Internship Agreement between the Employer and NOHFC.			
By: _____		_____	
Authorized Signature		Date	
_____		_____	
Name (Print)		Title	

**Note:** "Eligible Costs" means the actual salary or wages paid to an Intern, which were incurred by the Employer during the Work Term, but do not include:

- (i) any benefits paid by the Employer including but not limited to: vacation pay; bonuses; gifts; termination or severance pay; expenses and allowances; and group medical, dental, or life insurance; Employer Health Tax (EHT); and
- (ii) the Employer's portion of any deductions including but not limited to contributions to the Canadian Pension Plan and Employment Insurance (EI) premiums

**For Office Use Only**

Eligible Costs on this Claim: \$	x	Percentage of Eligible Costs payable by NOHFC: %	=	Amount Claimed from NOHFC: \$
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**SCHEDULE D**  
Final Report**NOHFC Project Number:** 8500650**Employer:** Town of Fort Frances**Job Title:** Collections Management Coordinator Intern

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Please provide an assessment of the Internship program

Have the objectives of the Position been met? (Please use Schedule B as a reference)

What is the employment status of the intern hired under the program?

- ☐ Intern will be hired full- time by this organization
- ☐ As a result of training received during the internship, the intern has secured full-time employment:
- ☐ In northern Ontario
  - ☐ Outside northern Ontario
- ☐ None of the above – please explain: \_\_\_\_\_

Supervisor signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print) \_\_\_\_\_

TOWN OF FORT FRANCES

BY-LAW NO. XX/15

(BEING a by-law to approve a service agreement with The ActiveNet Network Ltd. for the provision of services and support related to ActiveNet software, the *Municipal Act, 2001*, S.O. 2001, c.25.)

WHEREAS on May 11<sup>th</sup>, 2015, Council authorized entering into a service agreement with The ActiveNet Network Ltd. for the provision of software service and support.

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

1. That the agreement with The ActiveNet Network Ltd. in the form attached to a report presented to Council on May 11<sup>th</sup>, 2015 be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 25<sup>th</sup> day of May 2015.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Town Clerk

## Software as a Service Agreement Contract # 00044311

This Software as a Service Agreement ("Agreement") is made effective as of October 14th, 2014 (the "Effective Date") and entered into between The Active Network Ltd., 6400 Roberts St., Suite 160, Burnaby, BC Canada V5G4C9 ("Active" or "we" or "us") and Town of Fort Frances ("you" or "your" or "Client"). The parties agree as follows:

1. Services. Active will provide services and support ("Services") related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"), including without limitation access to its software as a solution product ("Software"). The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable schedule, quote, pricing form, order form, or similar document (each, a "Schedule"). Each Schedule will reference this Agreement or Contract Number above (if applicable), must be signed by Client and will be governed by and incorporated into this Agreement. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

2. License to Intellectual Property/Promotion. a) Active retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.

b) Active hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Software and Services solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. You hereby grant to Active a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, and logo, in connection with the promotion of your organization or Events.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services. You will include Active's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration Powered by Active.com"). Active will be the sole and exclusive provider of registration services similar to the Software and Services provided to Client hereunder for each Event for which you are using Active's Software and Services during the term of this Agreement.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items from Active. Registrants of your Events may opt-in to receive information, items, or promotions/deals from Active; we will be responsible for providing customer service for any such offers.

e) Each party agrees to comply with all applicable laws, rules, and regulations relating to such party's obligations hereunder.

3. Information Collection. Active collects certain information from individuals as part of the registration process for your Events. You may login to our data management system to access this information. You are responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You will immediately notify Active in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card

Industry Data Security Standards; and (iii) Active's privacy policy as published on its website.

4. Fees. a) Client will pay the fees as more fully described in the applicable Schedule. For registration Software, unless otherwise set forth on the applicable Schedule, Active will collect registration fees charged by you from individuals who register for your Events online, for the purposes of card association rules, as a merchant of record but not a seller of record. Active will remit those sums to you, net of chargebacks and any other offsets, bi-weekly unless otherwise set forth in the applicable Schedule, less Active's service fees as set forth in the applicable Schedule. Active may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. If you have agreed to a minimum volume commitment in a Schedule, Active also has the right to charge fees owed to it by you if your organization does not meet the agreed volume commitments and may collect those fees by issuing an invoice or by offsetting the deficiency from any account balance you maintain with Active. Any minimum volume commitment calculations will begin on the date that the Software is live for your Event(s). Active may also reimburse itself for any chargebacks, returned items or overdue fees owed by you out of the registration fees it collects on your behalf by offsetting your account. If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the first live operational use of the Software ("Go-Live Date"), with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date. Payment of subscription fees are due within thirty (30) days of your receipt of an invoice. All fees and prices are in Canadian Dollars unless otherwise specified.

b) All fees that are not directly collected by Active as part of registration fees will be due from you within thirty (30) days from the end of the remittance cycle during which the fees accrued. These fees are displayed on your account statement. Past due fees shall accrue interest at the annual rate of ten percent (10%) per annum. In the event of delay in paying a fee, you agree to reimburse Active for any fees incurred in its collection efforts. Active may suspend or deactivate your account if your account is more than thirty (30) days past due.

c) Active reserves the right to modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%). Active shall notify Client at least thirty (30) days in advance of any such change. If we modify the fees, you can terminate this Agreement at that time by providing written notice within thirty (30) days following the date the change is implemented.

d) As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority as a result of any Software or Service provided under this Agreement. Taxes on Active's net income are excluded. All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

e) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

5. Disclaimer of Warranty/Limitation of Liability. **ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL**



**Software as a Service Agreement  
Contract # 00044311**

**MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.**

6. Indemnification. a) Each party (the "Indemnifying Party") shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against the other party hereto (the "Indemnified Party") to the extent that such Claim is based upon: (i) the Indemnifying Party's violation of any applicable law, rule, or regulation; and/or (ii) provision, by the Indemnifying Party, of materials, products, or services as part of such party's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement.

b) You shall further defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; and/or (ii) brought by a Third Party Beneficiary that relate to or arise from your negligence, wrongdoing, or lack of authority to act on behalf of such third party. For the purposes of Sections 5 and 6, reference to Active shall also include its suppliers and licensors.

7. Term and Termination. The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

8. Miscellaneous. a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of Active, to the address set forth above to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement is non-assignable without the written consent of the other party, except that Active may assign without consent: (i) its rights to receive payments; or (ii) the Agreement to an affiliate or in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. Any assignment in violation of this Agreement will be void.

c) This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, without giving effect to any conflict of law provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in the Courts of the Province of British Columbia. In any action or suit to enforce any right or

remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

d) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.

e) Sections 2, 3, 5, 6, and 8 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

f) If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

g) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

h) Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure results from any event or circumstance beyond that party's reasonable control.

**Software as a Service Agreement  
Contract # 00044311**

***SIGNATURE PAGE***

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

**THE ACTIVE NETWORK, LTD.**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

---

**CLIENT**

\_\_\_\_\_  
(Full Legal Entity Name)

\_\_\_\_\_  
E-Mail

By: \_\_\_\_\_  
(Signature)

Phone: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
City, Province and Zip

\_\_\_\_\_  
Checks payable to

\_\_\_\_\_  
Event URL (Web site)

Date: \_\_\_\_\_

**Software as a Service Agreement  
Contract # 00044311**

**SCHEDULE**



## Schedule

Company Address 717 North Harwood Drive, Suite 2500  
Dallas, TX 75201  
US

Created Date 10/10/2014  
Quote Number 00044311  
Currency CAD

Prepared By Jas Saraw  
Phone (800) 661-1196  
E-mail jaspal.saraw@activenetwork.com

Contact Name Leana Moffitt  
Phone 1 (807) 274-4561 #12  
Email lmoffitt@fort-frances.com  
Fax 1 (807) 274-3799

Bill To Name Town of Fort Frances  
Bill To Contact Leana Moffitt  
Bill To Address 740 SCOTT STREET  
Fort Frances, Ontario P9A 1H8 Canada

Ship To Contact Leana Moffitt  
Ship To Address 740 SCOTT STREET  
Fort Frances, ON P9A 1H8 Canada

Product	Product Type	Quantity	UOM	Sales Price	Fee %	Total Price
ACTIVE Net - Service Package C5	Service	1	Ea	19,800.00		19,800.00
ACTIVE Net - Functionality: Activity Registration	SaaS	1	Ea			
ACTIVE Net - Functionality: Equipment Lending	SaaS	1	Ea			
ACTIVE Net - Functionality: Facility Reservation	SaaS	1	Ea			
ACTIVE Net - Functionality: Memberships	SaaS	1	Ea			
ACTIVE Net - Functionality: POS	SaaS	1	Ea			
ACTIVE Net - Technical Services: ACH Remittance	Service	1	Ea			
ACTIVE Net - Public Access Optimization	Service	1	Ea			
ACTIVE Net - Class Customer Loyalty - Professional Services Conversion to ACTIVE Net Credit	Service	1	Hr	-4,200.00		-4,200.00
ACTIVE Net - (credit card refunds - flat fee)	SaaS	1	Ea	0.10		0.10
ACTIVE Net - SaaS						
ACTIVE Net - Staff Interface - Payment Processing Fee - Canadian Debit	SaaS	1	Ea	0.15		0.15
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card	SaaS	1	%		3.00	
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS	1	%		0.50	
ACTIVE Net - Staff Interface - Technology Fee	SaaS	1	%		2.00	
ACTIVE Net - Public Interface - (\$1.00 Service Charge Minimum)	SaaS	1	Ea	1.00		1.00
ACTIVE Net - Public Interface - Online Transaction Fee	SaaS	1	%		5.00	
ACTIVE Net - Public Interface Fee Set up - absorbed by client	SaaS	1	Ea			
ACTIVE Net - ACTIVE Advantage - opt out	SaaS	1	Ea			
ACTIVE Net - Magazine Offer - opt out	SaaS	1	Ea			



Total Price

CAD 15,600.00

Service Total

15,600.00

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

\*Sales Tax not included in total price. Sales tax, where applicable, will be added to your invoice.

#### Quote Acceptance Information

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

PO# (if applicable): \_\_\_\_\_

TOWN OF FORT FRANCESBY-LAW NO. xx/15

Being a by-law to approve a Materials Services Agreement with Product Care Association (PCA) for management of end-of-life paints and coatings from future Municipal Hazardous or Special Waste event days – the Waste Diversion Act, 2002, S.O. 2002, c.6 and the Municipal Act, 2001, S.O. 2001, c.25, s. 8 and s. 11.

WHEREAS on May 11<sup>th</sup>, 2015, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into an agreement with Product Care Association with respect management of such Hazardous or Special Waste.

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

1. That the amending agreement in the form attached hereto as Schedule “A” with Product Care Association be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 25<sup>th</sup> day of May 2015.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

# **Product Care-Municipal ISP Materials Services Agreement**

**THIS AGREEMENT** is made as of the 30<sup>th</sup> day of June, 2015.

BETWEEN:

**PRODUCT CARE ASSOCIATION  
("PCA")**

- and –

**THE CORPORATION OF THE TOWN OF FORT FRANCES**

**collectively, the "Parties"**

## **WHEREAS:**

- A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario ("WDO") to develop a waste diversion program for municipal hazardous or special waste ("MHSW") and that Stewardship Ontario ("SO") act as the Industry Funding Organization ("IFO") for the program;
- B. SO, at the direction of and in cooperation with WDO, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008;
- C. SO and the Municipality are parties to an agreement as amended (the "SO Phase 1 Agreement") concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.
- D. On December 10, 2014 WDO approved PCA's Industry Stewardship Plan for Paints and Coatings pursuant to the provisions of s. 34 of the *Waste Diversion Act, 2002*.
- E. On March 25, 2015, WDO designated June 30, 2015 as the effective date of the ISP. .
- F. PCA and the Municipality wish to enter into an agreement concerning the provision of certain services by the Municipality to PCA concerning the Phase 1 material which is paints and coatings, and the containers in which they are contained as defined by the ISP.

**NOW THEREFORE** in consideration of the premises, the parties hereto agree as follows:

## **1.0 Definitions and Interpretation**

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act, 2002* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
  - (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
  - (c) **“Claims Submission”** means submission to PCA of data required to validate claim for payment;
  - (d) **“Collection Services”** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring ISP Materials onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;
  - (e) **“Commingled Materials”** means the ISP Materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
  - (f) **“Current Price”** means the price for Post Collection Services for Commingled Materials in effect as of April 1, 2015 or subsequently approved by PCA;
  - (g) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
  - (h) **“Diversion Report”** means invoices, MHSW material tonnage reports, or other such documents as may reasonably be required by PCA from time to time for the validation of Claims Submissions;
  - (i) **“End Processor”** means a Service Provider that processes collected ISP Materials;
  - (j) **“Event”** means a one-day or other collection event, operated by or on behalf of the Municipality to collect, pack, transport, weigh, and process ISP Materials from the public and/or Exempt Small Quantity IC&I Generators;
  - (k) **“Exempt Small Quantity IC&I Generator” or “Exempt SQG”** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the *Environmental*



*Protection Act* (Ontario), as amended from time to time;

- (l) **“FOB”** means free on board;
- (m) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (n) **“Industry Stewardship Plan” or “ISP”** means the PCA Paints and Coatings waste diversion program dated May 23, 2014 as it applies to Phase 1 materials approved by Waste Diversion Ontario on December 10, 2014 to commence on the ISP Effective Date, pursuant to section 34 of the *Waste Diversion Act, 2002* (Ontario), and any amendments thereto and replacements thereof;
- (o) **“ISP Materials”** means paints and coatings, and the containers in which they are contained as defined in the ISP;
- (p) **“ISP Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider for the ISP Materials;
- (q) **“ISP Effective Date”** means June 30, 2015.
- (r) **“Lab Pack Audit”** means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by SO with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by PCA as set out in this Agreement;
- (s) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (t) **“Member Associations”** has the meaning set out in Section 4.3;
- (u) **“Minister”** means the Minister of the Environment and Climate Change for the Province of Ontario;
- (v) **“Non-Commingled Materials”** means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (w) **“Obligated MHSW”** means MHSW designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- (x) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “E” as amended by PCA from time to time;
- (y) **“PCA Portal”** means PCA’s online system for uploading Claims Submissions.

- (z) **“Post-Collection Services”** means the management of ISP Materials after delivery of such ISP Materials to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of ISP Materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (aa) **“Service Provider”** means the Municipality and/or a commercial party that provides ISP Services to PCA or the Municipality as the case may be; and

## **2.0 ISP Services**

- 2.1. Schedule “A” to this Agreement sets out schematically three different service location types for the provision of MHSW Services by the Municipality to PCA. These are as follows:

- (a) Depot
- (b) Event
- (c) Event (and transportation to Depot).

For the purpose of this Agreement, PCA and the Municipality have agreed that the service location types marked with an “X” below will be the ones under which the Municipality will provide ISP Services to PCA.

[ ] Depot

[ X ] Event

[ ] Event (and transportation to Depot)

- 2.2. PCA and Municipality may agree in writing at any time to change the service location type under which Municipality is providing ISP Services to PCA herein to the other service location type listed above and described in Schedule “A” hereto or to add another service location type, and this Agreement shall be deemed to have been amended accordingly.
- 2.3. The Parties recognize that there may be changes, including addition or removal of some materials, to the ISP. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which the matter will be resolved by arbitration in accordance with the provisions hereof.
- 2.4. In the event that PCA submits to WDO a new Industry Stewardship Plan for other Obligated MHSW, then PCA shall provide to the Municipality at least 90 days before the effective date of the new Industry Stewardship Plan, a proposal for an amendment to this Agreement.

### **3.0 Price and Payment**

#### **3.1. Price**

- (a) ISP Materials Services – Depot. As described in Schedule “A” hereto, PCA will pay for MHSW Services provided by the Municipality as follows:
  - (i) PCA will pay the Municipality the hourly rate as set out in Schedule “C” for the Total Reimbursable Hours of Operation as specified in Schedule “B” for the Collection Services.
  - (ii) PCA will pay the Municipality PCA’s proportionate share (weight of ISP Materials as a proportion of total weight of transported MHSW) of the Post- Collection Services transportation costs for the Commingled Materials to a maximum of the Current Price as defined in Section 3.6 of this Agreement. The proportionate share will be based on the most recent Lab Pack Audit conducted by or on behalf of by an authorized representative of PCA.
  - (iii) Post-Collection Services for Non-Commingled ISP Materials collected at Depots will be paid directly to Service Providers by PCA as part of the PCA Municipal Depot Transportation and Processing Incentive Program (“MDTPIP”)
- (b) ISP Materials Services - Event. As described in Schedule “A” hereto, PCA will pay for MHSW Services provided by the Municipality as follows:
  - (i) PCA will pay the Municipality an amount per tonne as set out in Schedule “C” for the Collection Services and Post-Collection Services for Events approved by PCA in accordance with Schedule “B”. The actual weight of the ISP Materials as determined by the Service Provider providing the Post-Collection Services will be used. PCA will pay the Municipality PCA’s proportionate share (weight of ISP Materials as a proportion of total weight of transported MHSW) for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit conducted by or on behalf of by an authorized representative of PCA.
- (c) ISP Materials Services – Event (and transportation to Depot). As described in Schedule “A” hereto, PCA will pay for MHSW Services provided by the Municipality as follows:
  - (i) PCA will pay the Municipality an amount per tonne as set out in Schedule “C” for the Collection Services and transportation of ISP Materials to a Depot for Events approved by PCA in accordance with Schedule “B”. The actual weight of the ISP Materials as determined by the Service Provider providing the Post-Collection Services will be used. PCA will pay the Municipality PCA’s proportionate share (weight of ISP Materials as a proportion of total weight of transported MHSW) for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit conducted by or on behalf of by an authorized representative of PCA.

- (ii) PCA will pay the Municipality for Post-Collection Services (transportation from Depot and end processing) as set out in Section 3.1(a)

### 3.2. Payment

#### (a) ISP Materials Services – Depot.

- (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), PCA will pay the Municipality pursuant to this Agreement within thirty (30) days of the end of each calendar month.
- (ii) To receive payment for Depot Post-Collection Services for the Commingled Materials, the Municipality must upload a Claims Submission via the PCA Portal and send PCA a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Commingled Materials. The Claims Submission is to be submitted by Municipality to PCA within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. PCA will validate the Claims Submission with the manifest(s) and Diversion Report(s) received from Municipality within thirty (30) days of receipt and PCA will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which PCA determines the claim to be correct and accurate. If any errors or omissions are found, PCA will issue a payment adjustment and PCA may require a corrected Claims Submission from the Municipality.

#### (b) ISP Materials Services - Event.

- (i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the PCA Portal and send PCA a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the ISP Materials. The Claims Submission is to be submitted by Municipality to PCA within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. PCA will validate the Claims Submission with the Diversion Report(s) received from Municipality within thirty (30) days of receipt and PCA will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which PCA determines the claim to be correct and accurate. If any errors or omissions are found, PCA will issue a payment adjustment and PCA may require a corrected Claims Submission from the Municipality.

#### (c) ISP Materials Services – Event (and transportation to Depot).

- (i) To receive payment for Event Collection Services and transportation of ISP Materials to a Depot, the Municipality must upload a Claims Submission via the PCA Portal and send PCA a copy of the shipping manifest(s) with respect to the ISP Materials. The Claims Submission is to be submitted by Municipality to PCA within thirty (30) days of Municipality receiving the related manifest(s) but no later than the end of the following calendar quarter.

PCA will validate the Claims Submission with the manifest(s) received from Municipality within thirty (30) days of receipt and PCA will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which PCA determines the claim to be correct and accurate. If any errors or omissions are found, PCA will issue a payment adjustment and PCA may require a corrected Claims Submission from the Municipality.

- 3.3. Municipality will provide any additional back-up/supporting information reasonably requested by PCA to verify the accuracy of the Claims Submissions from time to time.
- 3.4. The Municipality will not charge residential Generators of ISP Materials for collection of ISP Materials at its Depots or Events.
- 3.5. Late Submission Penalties
  - (a) PCA may reduce amounts payable under Claims Submissions which are not submitted to PCA within the time periods set out in section 3.2(a)(ii), (b) and (c) by five (5%) per cent per month. PCA will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by PCA within three (3) months of the end of that calendar year.
- 3.6. Within seven days of execution of this Agreement, and if the Municipality is providing Depot Collection Services, the Municipality shall provide to PCA a schedule of Current Prices. The Municipality shall not submit a Claim Submission to PCA for Post-Collection Services, and PCA shall not pay for Post-Collection Services, at a price higher than the Current Price without the Municipality first obtaining prior written approval from PCA. The Municipality shall request in writing to PCA approval for a price change, providing the number of bids, the accepted bid prices, the lowest bid prices (keeping the name of the bidder confidential if required), and any changes to the Current Price.

For greater certainty, payments made subject to section 3.2(a)(ii) shall not exceed the Current Price.

#### **4.0 Term**

- 4.1. The initial term of this Agreement will be for a period commencing on ISP Effective Date and unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement shall continue for eighteen (18) months ending on December 31, 2016.
- 4.2. At the expiry of the Initial Term this Agreement will automatically renew for successive renewal terms (each a "Renewal Term") of twelve (12) months each unless written notice of termination is provided by either party to the other party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the "Term" of this Agreement.
- 4.3. At least one hundred and fifty (150) days prior to the expiration of the Initial Term or the

then current Renewal Term (as applicable) PCA will invite representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association (the "Member Associations") to meeting(s) hosted by PCA with the purpose of sharing any changes to the Lab Pack Audit methodology and results, and to discuss possible changes to the Collection Accessibility Schedules and Payment for Collection Services as set out in Schedule "B" and Schedule "C" respectively. PCA's position on changes to Schedule "B" and Schedule "C" following the foregoing meeting(s) will be communicated to the Municipality within one hundred and twenty (120) days of the expiration of the Initial Term or the then current Renewal Term (as applicable).

## **5.0 Title and Compliance with Laws**

- 5.1. Title to all ISP Materials collected by Municipality at Events and Depots will belong to PCA from the time of collection, and whether the ISP Materials is transported to the End Processor by the Municipality's Service Providers or PCA's Service Providers. Any contract entered into between Municipality and an End Processor for ISP Materials must provide that title transfers to the End Processor in accordance with the Processor Standards in Schedule "E", as amended from time to time. Notwithstanding the foregoing, if the Municipality operates a reuse program for any ISP Materials, title to the ISP Materials being reused shall transfer to municipality one (1) second prior to being given to the person or entity requesting it for reuse purposes.
- 5.2. In performing the MHSW Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval/Environmental Compliance Approval and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and Climate Change and the Ontario Ministry of Labour.

## **6.0 PCA Policies, Standards and Guidelines**

- 6.1. PCA may develop or propose amendments, from time to time, to policies, standards and guidelines relative to the provision of ISP Services. PCA will endeavour to provide the Member Associations sufficient time to comment on the proposed amendments for the purposes of reaching consensus in support of implementing the proposed amendments, and for clarifying potential impacts to the Municipality.
- 6.2. The PCA ISP Collection Site Standards in effect at the time of entering into this Agreement are included in Schedule "E".
- 6.3. Municipality will use best efforts to comply with and will require that any of its contractors supplying ISP Services use best efforts to comply with, the provisions of all such policies, standards and guidelines as they pertain to the provision of the ISP Services. PCA will communicate any new or amended such policies, standards and guidelines to Municipality via the email in section 10 and will post copies of such new or amended policies, standards and guidelines on PCA's website as they are developed.
- 6.4. Municipality may provide written notice within thirty (30) days of receiving such

communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Municipality provides such written notice either Party may exercise the termination provisions of 19.4(b).

## **7.0 Promotion and Education**

- 7.1. Proper education and promotion of the ISP is essential to its success. Municipality will work cooperatively with PCA in undertaking such promotion and education activities with respect to the ISP and collection of the ISP Materials as set out in Schedule “D” and as may otherwise be reasonably requested by PCA from time to time.

## **8.0 Indemnity and Insurance**

- 8.1. Each party (the “Indemnifying Party”) hereby indemnifies and saves harmless the other party (the “Indemnified Party”) on its behalf and as trustee for, its respective council members, directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its council members, directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 8.2. The Municipality will, during the term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality’s or Service Provider’s expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.
- 8.3. The Comprehensive General Liability policy of insurance referred to in this section will include PCA as an additional insured.
- 8.4. Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider’s insurance, naming PCA as an additional insured with the following language:

“Product Care Association and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing.”

If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to PCA upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 8.5. The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that PCA will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

## **9.0 Assignment**

- 9.1. The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of PCA.
- 9.2. Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, PCA:
- (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
  - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
  - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

## **10.0 Notices**

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either PCA or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to PCA will be delivered to:

President  
Product Care Association  
105 West 3rd Avenue  
Vancouver BC V5Y1E6  
Facsimile: 604-592-2982  
Email: [contact@productcare.org](mailto:contact@productcare.org)

Notices to The Municipality will be delivered to:

Operations & Facilities Manager  
THE CORPORATION OF THE TOWN OF FORT FRANCES  
320 Portage Avenue  
Fort Frances, ON  
P9A 3P9  
Fax: (807) 274-7360  
Email: [dbrown@fort-frances.com](mailto:dbrown@fort-frances.com)



Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5<sup>th</sup>) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

#### **11.0 No Partnership or Joint Venture**

- 11.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality will be an independent contractor.

#### **12.0 Severability**

- 12.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

#### **13.0 Amendment and Waivers**

- 13.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

#### **14.0 Further Acts**

- 14.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

#### **15.0 No Third Party Beneficiaries**

- 15.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this

Agreement or on the continuation of this Agreement.

## **16.0 Counterparts and Facsimile**

- 16.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

## **17.0 Force Majeure**

- 17.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

## **18.0 Dispute Resolution**

- 18.1. All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, Waste Diversion Ontario may appoint the arbitrator on behalf of the Parties after receiving written submissions from both.

## **19.0 Termination**

- 19.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the "defaulting party"), the Municipality or PCA (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised

time line to remedy such breach will apply.

- 19.2. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 19.3. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 19.1 & 19.4, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.
- 19.4. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
  - (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
  - (b) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by PCA as per section 6.4; or
  - (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1, in such instances only PCA may terminate this agreement; or
  - (d) a receiver or trustee is appointed for any part of the assets of PCA.

## **20.0 Survival**

- 20.1. Articles 8, 19.2 and 26 of this Agreement will survive termination or expiry and continue in full force and effect.

## **21.0 Additional Conditions**

- 21.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

## **22.0 Entire Agreement**

- 22.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

## **23.0 Headings for Convenience Only**

- 23.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

## **24.0 Governing Law**

- 24.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

## **25.0 Legislation References**

- 25.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

## **26.0 Confidentiality**

- 26.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Municipality will at all times treat Schedule "C" and the financial terms contained therein as private and confidential information. Notwithstanding the foregoing, Municipality may provide Schedule "C" and the financial terms contained therein to the Member Associations solely for the purpose of discussion with PCA as set out in section 4.3 of this Agreement.

To the extent permitted under MFIPPA, Municipality will inform PCA of any request made of Municipality under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by PCA to Municipality so that PCA will have an opportunity to make representations to Municipality with respect to the proposed disclosure.

## **27.0 Rights and Remedies**

- 27.1. The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
  - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
  - (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

**28.0 Schedules**

- 28.1. Schedules "A" through "E" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

**PRODUCT CARE ASSOCIATION**

by: \_\_\_\_\_

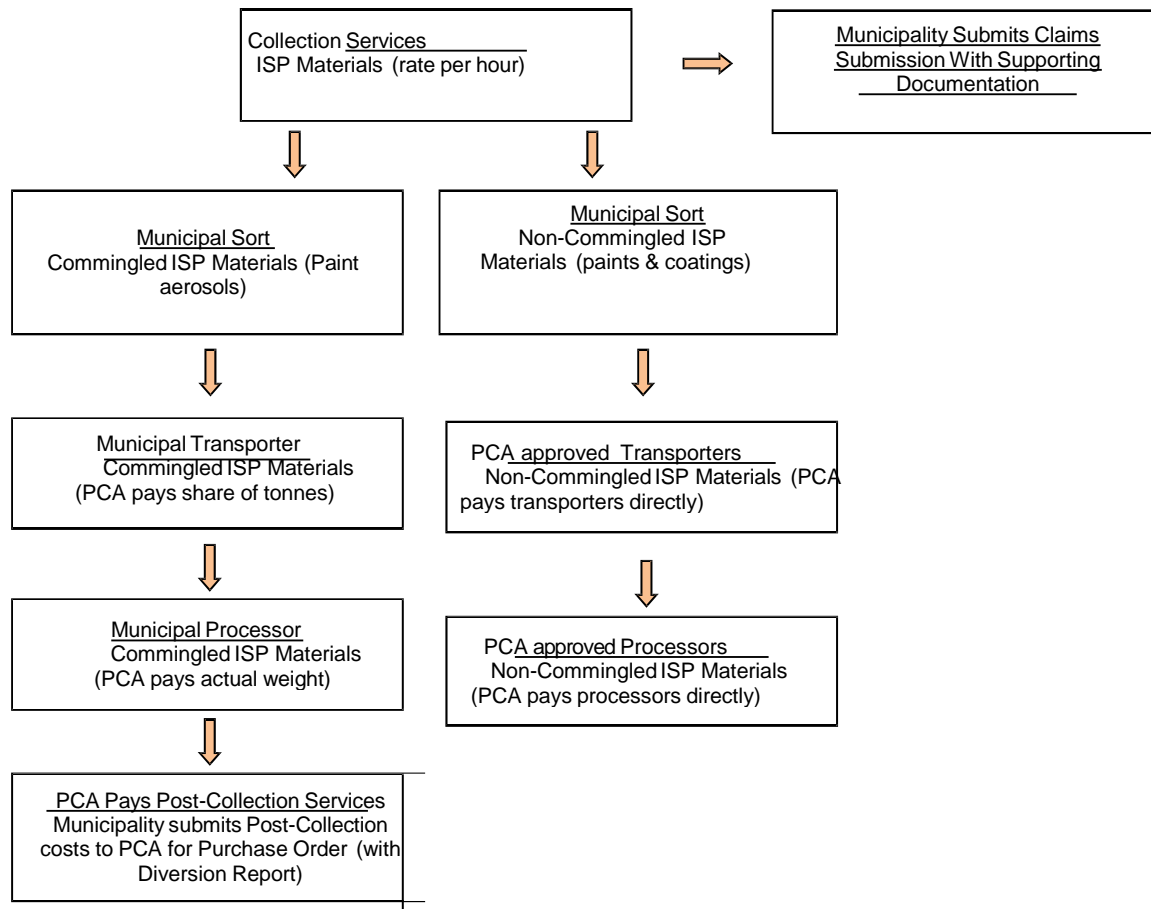
Mark Kurschner, President

**THE CORPORATION OF THE TOWN OF FORT FRANCES**

by: \_\_\_\_\_

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

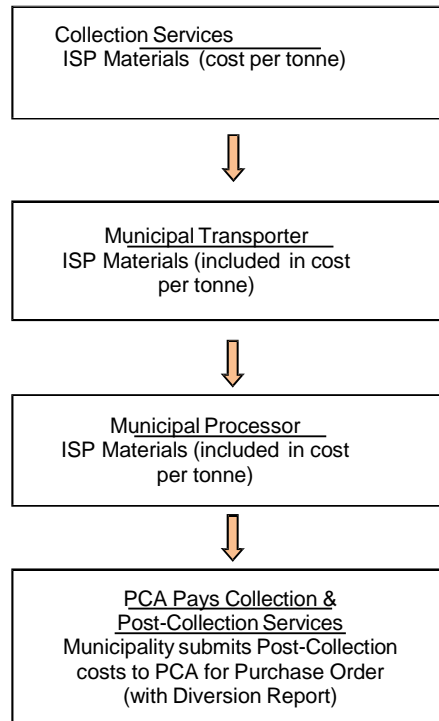
Title: \_\_\_\_\_

**SCHEDULE “A” – ISP SERVICES****DEPOT**

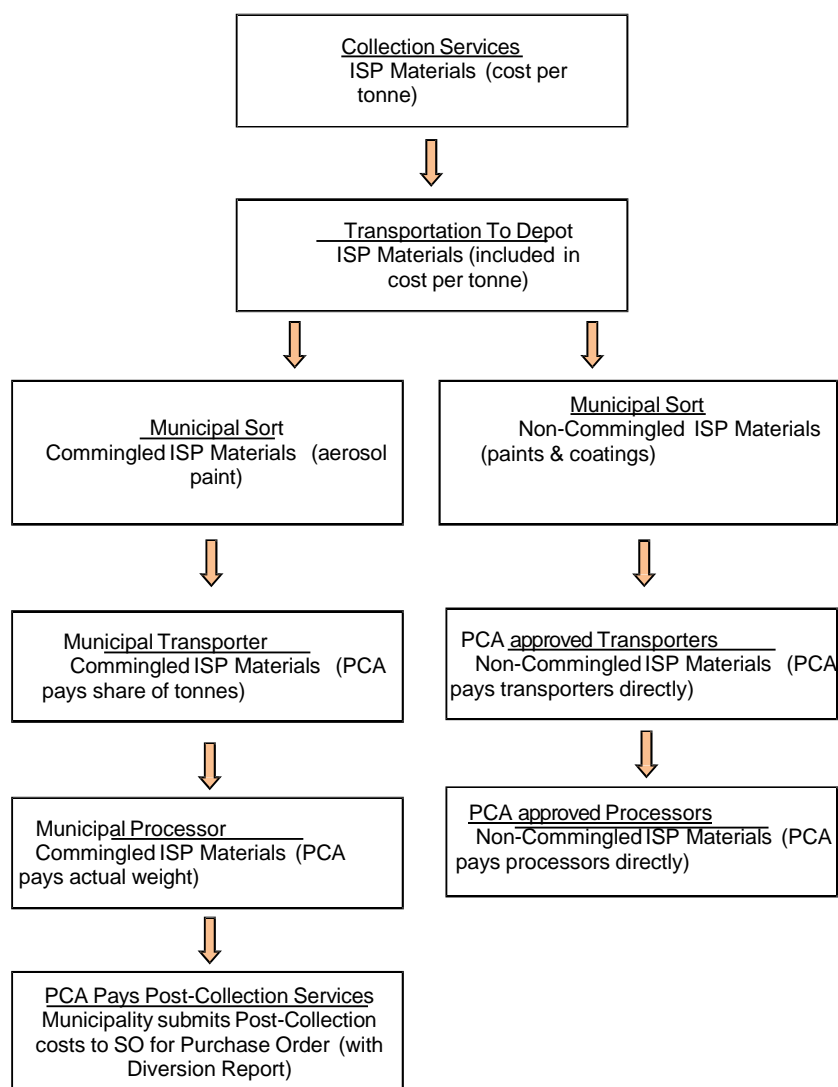
The Municipality or the Municipality's Service Provider provides Depot Collection Services for ISP Materials. PCA pays the Municipality an hourly rate for the Collection Services.

Commingled ISP Materials may be packed in transportation containers with other non-Phase 1 ISP Materials at municipal Depots as per Packing Standards. For Commingled ISP Materials, the Municipality is to contract for transportation and processing of such Commingled ISP Materials and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the ISP Materials.

Non-Commingled ISP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by approved PCA transporters.

**EVENT**

The Municipality or the Municipality's Service Provider provides Event Collection Services for ISP Materials. The Municipality may combine Events with other activities, including collection of other Phase 1 and non-Phase 1 MHSW. PCA pays the Municipality a cost per tonne of ISP Materials as per Schedule "C" for the Collection and Post-Collection Services.

**EVENT (and transportation to Depot)**

The Municipality or the Municipality's Service Provider provides Event Collection Services for ISP Materials and transports the collected ISP Materials to a Depot. PCA pays the Municipality a cost per tonne.

Commingled ISP Materials may be commingled with other Phase 1 or non-Phase 1 MHSW materials at municipal Depots as per Packing Standards. For Commingled MHSW, the Municipality is to contract for transportation and processing of such Commingled MHSW and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the Commingled ISP Materials.

Non-Commingled ISP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by an approved PCA transporter.



## SCHEDULE “B” – COLLECTION SERVICES

Municipality will collect ISP Materials from its residents according to the following Collection Services.

### Depots

MHSW Depot Name	Address	Days & Hours of Operation	Operating Season	Notes
Not Applicable				

**Total Reimbursable Hours of Operation:** \_0\_ hours

### Events:

Municipality will use commercially reasonable efforts to submit Event Schedules to PCA for approval by March 31<sup>st</sup> of the calendar year in which the Events will be held, and in all cases will submit Event Schedules not less than sixty days prior to the next planned Event. Once approved by PCA, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

### SCHEDULE “C” – PAYMENT FOR COLLECTION SERVICES

PCA will pay the Municipality for ISP Materials Collection Services as follows:

For ISP Services – Depot, PCA will pay the Municipality the Hourly Rate (defined below) per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule “B”, to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

The “**Hourly Rate**” is \$ 0.00.

For ISP Services – Event, PCA will pay the Municipality a rate of \$ 2200.00 per tonne of ISP Materials plus applicable taxes.

For ISP Services – Event (and transportation to Depot), PCA will pay the Municipality a rate of \$ 0.00 per tonne of ISP Materials plus applicable taxes.

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

## **SCHEDULE “D” – PROMOTION & EDUCATION**

The Municipality will actively promote the collection of ISP Materials and the PaintRecycle brand through municipal publications, events and activities that support the Municipality’s waste management strategy. The Municipality will not charge PCA for any promotion or education activities unless PCA has agreed to such charges in advance in writing. PCA’s decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality’s residents of its Collection Accessibility Schedules (see Schedule “B”).

PCA’s plan for promotion and education for the ISP Materials is outlined in s. 9 of the ISP.

If the Municipality has a waste management webpage then the Municipality may post the Collection Accessibility Schedules, the PaintRecycle logo and a link to <http://www.regeneration.ca/> on the aforementioned webpage at no cost to PCA.

The Municipality must submit to PCA draft copies of all publications using PCA trademarks and logos for approval, which PCA may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Product Care Association or any brand owned by PCA, such as PaintRecycle.

The Municipality will periodically educate its residents about the BUDS message:

- Buy only what you need
- Use it all up
- Divert
- Safely dispose of the rest

## SCHEDULE “E” – PCA STANDARDS

### Commingled Materials

- Aerosols, as defined under Paints & Coatings that are ISP Materials;

### Non-Commingled Materials

- Paints and Coatings, and containers in which they are contained, that are ISP Materials;

The following are PCA’s ISP Materials Collection Site Standards applicable to this Agreement as of the date of this Agreement. PCA will provide advance notice of proposed revisions to these standards to the Municipality in accordance with this Agreement. Revisions to these standards will be posted on [//www.regeneration.ca/service-partner-support/ontario/](http://www.regeneration.ca/service-partner-support/ontario/)



## ISP Materials Collection Site Standards

**Effective: June 30, 2015**

To the extent that there is any conflict between these Product Care Association ISP Materials Collection Site Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the Product Care Association standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the PCA standards as well as with applicable laws and regulations

### Background:

PCA operates the Industry Stewardship Plan (“ISP”) to ensure certain hazardous and special wastes are collected and recycled or otherwise safely disposed of in an environmentally appropriate way.

Product Care Association was authorized by Waste Diversion Ontario to plan, implement and operate the ISP for paints and coatings, and the containers in which they are contained as defined in the ISP:

The ISP, rules and material definition can all be viewed on the PCA website at <http://www.regeneration.ca//service-partner-support/ontario/>

**Purpose:**

The ISP Collection Site Standards define the minimum operating requirements to qualify as a Product Care Association collection site for ISP Materials. All locations wishing to act as a collection site on behalf of PCA must be approved by PCA.

The ISP Collection Site Standards do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection site's responsibility to be aware of, and abide by, all such legislation and regulations.

PCA reserves the right to review and revise these standards on an ongoing basis. The most current version will be posted on the PCA website. PCA will, as a courtesy, provide notification of changes to active collection sites for which it has current email addresses; however, it is the collection site's responsibility to regularly check the PCA website for revisions.

**Who this applies to:**

For the purposes of these standards, a *Collection Site Operator* means the operator of a location at which ISP Materials are received from the public and/or a small quantity or IC&I generator, or via the site's internal operations from which a transporter will pick up ISP Materials and transport it to an approved ISP Materials processor. These standards apply to the following two types of collection sites:

1. **Type 1 sites:** Sites that receive a wide range of MHSW, and
2. **Type 2 sites:** Sites that collect only: Paints and coatings;

**Enforcement of these Standards:**

Collection site operators shall:

- Provide PCA with all reasonable information relating to these standards or any matter that relates to the ISP or procedures of PCA;
- Acknowledge that PCA has a right of access to any and all such information during normal business hours and on 24 hours' notice.

Moreover, PCA may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of PCA are bound by strict confidentiality agreements.

**1. General Requirements****All ISP Materials collection site operators shall:**

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.

- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

Type 1 collection sites shall be:

- In possession of and in compliance with all terms in their MOECC Environmental Compliance Approval (ECA);
- Registered with the MOECC's Hazardous Waste Information Network (HWIN);
- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 

Type 2 collection sites shall be:

- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act*;
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

- 1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
- Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
  - Occupational health and safety regulations;
  - Hazardous waste management regulations (storage, handling).
- 1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.7 Provide notice to PCA of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the ISP.

## 2. Occupational Health and Safety

All collection site operators shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
- *Employment Standards Act, 2000*;
  - *Occupational Health and Safety Act, 1990*;
  - *Workplace Safety and Insurance Act, 1997*;

- *Canada Labour Code.*
- 2.2 Possess workers' compensation coverage through either a provincial (WSIB) program or a private insurance policy.
  - 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
  - 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
    - Providing regular documented health and safety training;
    - Providing and enforcing the correct use of personal protection equipment; and
    - Safeguarding hazardous mechanical processes.

### 3. Staff Training

All collection site operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack ISP Materials in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A).
- 3.3 Train staff to differentiate between ISP Materials that is eligible for collection services under the ISP and those that are not (refer to Appendix A).
- 3.4 Update staff training based on any changes made to the Collection Site Standards.
- 3.5 Document and maintain records of staff training.

### 4. Waste Packing Protocols

All collection site operators shall:

- 4.1 Pack waste according to the MOECC's waste classes and PCA Waste Packing Standards as outlined in Appendix A.
- 4.2 Ensure that ISP Materials are handled and stored as follows:

For Type 1 collection sites:

In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.

For Type 2 collection sites:

- Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have adequate infrastructure to shelter material from inclement weather in

- a consolidation storage area;
  - Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
    - Paints and coatings: minimum of eight (8) 205 L drums/two standard UN gaylord boxes or one week of paints and coatings received at each collection site;
  - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
  - Be accessible to transport vehicles for pick-up of ISP Materials ; and
  - Have adequate security measures in place to prevent ISP Materials from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 4.3 All waste must be packed in an approved UN container<sup>1</sup> and all materials transported must be contained in accordance with TDGA requirements.
- 4.4 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval Storage Requirements. Transportation containers used at event days should be filled to capacity and it is understood the last container filled of the day may not be filled, it may be partially filled.
- 4.5 If applicable, make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:
- 4.6 Place large pails (25 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used placing 25L pails on the bottom layer.
- 4.7 Contamination allowances
- The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual drums for a given waste class.
  - Contamination levels in transport containers (mis-packed ISP Materials, non-program wastes as identified in Appendix A) will be monitored by PCA or by its authorized agent through random sampling. ISP Materials collection site operators will be required to take corrective action if contamination allowances are exceeded. PCA reserves the right to apply a financial penalty to collection site operators who exceed the contamination allowance or revoke the collection site's approval status if corrective action is not taken as requested by PCA.

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<sup>1</sup> Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.



## Appendix A –ISP Materials Packing Standards

*Please note: This table references all ISP materials as approved in the Ontario Paint ISP Program. Product Care Association (PCA) requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)*

#	Waste Class / UN#	Sorting Requirements	Examples of Inclusions	Examples of Exclusions	Instructions	Eligible Generators
1	Aerosols - 331  UN 1950	<b>Commingled<sup>1</sup></b>	<ul style="list-style-type: none"> <li>Includes paints and coatings, managed through PCA's ISP program and waste not managed through PCA's ISP program that are packaged under pressure in a non-refillable self-closing container that contains a propellant in gaseous form.</li> </ul>	<ul style="list-style-type: none"> <li>Pressurized containers (refillable or non-refillable)</li> <li>Fire extinguishers (including in aerosol format)</li> <li>Inhalers</li> <li>Hair Spray</li> <li>Insect Repellent</li> </ul>		<ul style="list-style-type: none"> <li>Residential</li> <li>Designated IC&amp;I Businesses (small quantity generator)</li> </ul>

9	Paints, Stains and Coatings - 145	<b>Non-Commingled<sup>2</sup></b>	<ul style="list-style-type: none"> <li>• All architectural paint including latex, oil and solvent-based coatings, including paints and stains, whether tinted or untinted, and their containers.</li> <li>• All architectural paints and coatings for household and industrial use.</li> <li>• Includes all driveway and roof sealants.</li> <li>• Includes non-pesticide containing marine paints</li> <li>• <b>Note:</b> Architectural coatings means organic coatings intended for onsite applications at ambient temperatures to interior or exterior surfaces of residential, commercial, institutional, industrial, or government structures including exterior and interior house paints, stains, under coaters, primers and sealers. Structures include all components and attachments of both buildings and non-buildings, including but not limited to driveways, furniture (indoor and outdoor) appliances, floors, cabinets and doors, but with the</li> </ul>	<ul style="list-style-type: none"> <li>• Automotive and anti-fouling marine paints and coatings</li> <li>• Products that match the definition of both Paints &amp; Coatings and a Pesticide are to be packed with <b>Pesticides</b></li> <li>• All paints and coatings in aerosol containers are to be packed with <b>331 - Aerosols</b></li> <li>• Stucco and spackling compounds</li> <li>• Waxes and polishes</li> <li>• Paints &amp; Coatings supplied in containers with a volume greater than 25 litres</li> </ul>	Collection/transport containers should be packed with larger paint containers at the bottom, <b>any spaces filled with</b> smaller containers, and smaller paint containers on top. Paint and coating containers must be stacked upright in the collection/transport containers.	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Designated IC&amp;I Businesses (small quantity generator)</li> </ul>
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1 - Commingled refers to waste managed under Product Care Association's program that are packed with waste that is not managed by Product Care Association because separating them at the collection site is not possible or practical. Product Care Association uses allocation models derived from audits conducted on its behalf to calculate its financial obligations to collectors and its collection performance for reporting purposes.

2 - Non-Commingled refers to the sorting of waste such that only wastes managed under Product Care Association's program are packed in the same shipping container.

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

TOWN OF FORT FRANCES

BY-LAW NO. XX/15

(Being a by-law to authorize the execution of a contract with Bay City Contractors (Thunder Bay) Inc. for Road Reconstruction, Watermain and Sewer Replacement awarded through the public tender process - the *Municipal Act, 2001*, R.S.O. 2001, c.11, section 2 (4).)

WHEREAS on April 27<sup>th</sup>, 2015 Council awarded a contract (15-OF-10) to Bay City Contractors (Thunder Bay) Inc. for the 2015 Road Reconstruction, Watermain and Sewer Replacement;

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

- 1. That the award of a contract under Tender 15-OF-10, identified as Schedule “A” attached hereto in the form of a contract document forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 10<sup>th</sup> day of November 2014.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

Town of Fort Frances  
 2015 Road Reconstruction,  
 Watermain and Sewer Replacement  
 Tender No. 15-OF-10

## FORM OF TENDER

Section 00300

Page 1 of 12

## 1. TENDER FOR THE CONSTRUCTION OF

**2015 Road Reconstruction, Watermain and Sewer Replacement  
 Tender No. 15-OF-10**

**PHAIR AVENUE (From Third St. East to Sixth St. East)  
 NELSON STREET (From Butler Ave. 100 metres Easterly)  
 KINGS HIGHWAY 11/71 (From Wright Ave. to York Ave.)**

## 1.1 TENDER PRICE

Tender By:

Bay City Contractors Inc.

Contractor

1123 Russell Street, Thunder Bay, Ontario

Address

April 23, 2015

Date

hereinafter called the "Tenderer"

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

Hereinafter called the "Owner"

- 1.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H.S.T.) of:

Six million, three hundred ten thousand, one hundred and four dollars and  
 nineteen cents----- (\$6,310,104.19.)

Town of Fort Frances  
 2015 Road Reconstruction,  
 Watermain and Sewer Replacement  
 Tender No. 15-OF-10

## FORM OF TENDER

Section 00300

Page 1 of 12

## 1. TENDER FOR THE CONSTRUCTION OF

**2015 Road Reconstruction, Watermain and Sewer Replacement  
 Tender No. 15-OF-10**

**PHAIR AVENUE (From Third St. East to Sixth St. East)  
 NELSON STREET (From Butler Ave. 100 metres Easterly)  
 KINGS HIGHWAY 11/71 (From Wright Ave. to York Ave.)**

## 1.1 TENDER PRICE

Tender By:

Contractor

Address

Date

hereinafter called the "Tenderer"

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

Hereinafter called the "Owner"

- 1.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H.S.T.) of:

\_\_\_\_\_  
 \_\_\_\_\_ (\$.....)

## 1.2 CONTINGENCIES AND ALLOWANCES

- 1.2.1 We agree that the Tender Price includes the contingency sum of **\$250,000** and that no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the Contract Price.

## 1.3 QUANTITIES

- 1.3.1 The Tender Price is compiled from the Schedule of Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the unit prices in the schedule.

## 1.4 ADDITIONS AND DEDUCTIONS

- 1.4.1 The Tenderer agrees that, if this tender is accepted by the Owner:

- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
- (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of an Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.

- 1.4.2 The Tenderer agrees that, if this tender is accepted by the Owner the prices applicable to work referred to in paragraph 1.4.1 above shall be determined as follows:

- (i) The Schedule of Tender Prices shall apply where applicable;
- (ii) If the above Schedule is inapplicable the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.

- 1.4.3 The Tenderer agrees that it is not entitled to payment of the Contingency Allowance except for additional work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Contract Administrator in writing.

Town of Fort Frances  
2015 Road Reconstruction,  
Watermain and Sewer Replacement  
Tender No. 15-OF-10

## FORM OF TENDER

## 1.5 ADDENDA

- 1.5.1 We agree that we have received Addenda 1 to 4 inclusive, and includes for the provisions set out in such Addenda.

## 1.6 CONTRACT TIME

- 1.6.1 We agree to commence the Work and to proceed continuously to to complete the Work as follows:

<u>Work Description</u>	<u>Commencement Date</u>	<u>Comple</u>
1) Hwy 11/71, Phair Ave. 3 <sup>rd</sup> to 5 <sup>th</sup>	May 11 <sup>th</sup> , 2015	Septemb
2) Phair Ave. 5 <sup>th</sup> to 6 <sup>th</sup> , Nelson Street	May 17 <sup>th</sup> , 2016	Septemb

## 1.7 TENDER ITEM REFERENCES AND DELETIONS

- 1.7.1 Where in the Form of Tender (Schedule of Tender Prices) under the headed OPS Spec. No., a number is shown, such number shall be taken and refer to the Ontario Provincial Standard Specifications (OPSS). section number is referenced refer to the applicable specification in document.
- 1.7.2 Where in the Form of Tender under the column headed OPS Spec N "SP" appear, such initials shall be taken to mean and refer to the "Sp Provisions".
- 1.7.3 For those Tender items noted with an asterisk \* in the Schedule of T are considered to be provisional items and the Owner may delete all of the item price to Contract award without affecting the remaining C prices, without penalty or recourse.
- 1.7.4 The Owner reserves the right to delete all or any portion of the v Contract award and during the construction period without a remaining Contract prices, without penalty or recourse.

### 1.8 SCHEDULE OF TENDER PRICES

- A. For those Tender Items identified by the notation (P) in the "Unit" column, measurement is by Plan Quantity. Tender items not identified by the notation (P) actual measurement for payment will be made in the stipulated Unit or Lump Sum as specified in the contract.

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
<b>PHAIR AVENUE (3rd St. E to 5th St. E) - Drawing A1-348468-P1</b>						
<b>Section A - Grading</b>						
A.001	206, SP	Earth Excavation (Grading)	1,690	m <sup>3</sup> (P)	\$ 12.00	\$ 20,280
A.002	310, SP	Hot Mix HL4 Asphalt	345	t	\$ 248.00	\$ 85,560
A.003	314, SP	Granular 'A'	1,170	t	\$ 22.00	\$ 25,740
A.004	314, SP	Granular 'B' (Type 1)	2,900	t	\$ 16.00	\$ 46,400
A.005	510, SP	Removal of Asphalt Pavement (Full Depth)	2,503	m <sup>2</sup> (P)	\$ 4.00	\$ 10,012
A.006	510, SP	Removal of Curb and Gutter	437	m (P)	\$ 10.00	\$ 4,370
A.007	510, SP	Removal of Concrete Sidewalk	524	m <sup>2</sup> (P)	\$ 20.00	\$ 10,480
A.008	351, SP	Concrete Sidewalk	296	m <sup>2</sup>	\$ 181.00	\$ 53,576
A.009	510,351, SP	Remove and Replace Concrete Driveways	179	m <sup>2</sup>	\$ 145.00	\$ 25,955
A.010	353, SP	Concrete Curb and Gutter	420	m	\$ 130.00	\$ 54,600
A.011	353, SP	Concrete Gutter Outlets	4	ea	\$ 1,005.00	\$ 4,020
A.012	Section 02930	100 mm Topsoil and Sod	1,196	m <sup>2</sup>	\$ 12.00	\$ 14,352
A.013	510, SP	Boulevard Works Stripping and Removal	1	LS	\$ 11,500.00	\$ 11,500
<b>Total Section A - Grading</b>						<b>\$ 366,845.00</b>
<b>PHAIR AVENUE (3rd St. E to 5th St. E) - Drawing A1-348468-P1</b>						
<b>Section B - Storm Sewers</b>						
B.001	510, SP	Remove Existing Catchbasins and Manholes	7	ea (P)	\$ 1,000.00	\$ 7,000.00
B.002	510, SP	Remove Existing Catchbasin Leads	93	m (P)	\$ 25.00	\$ 2,325.00
B.003	510, SP	Remove Existing 450 mm Storm Sewer	10	m	\$ 30.00	\$ 300.00
B.004	410, SP	200 mm PVC SDR 35 Catchbasin Leads	51	m	\$ 200.00	\$ 10,200.00
B.005	410, SP	450 mm Storm Sewer	10	m	\$ 1,100.00	\$ 11,000.00
B.006	407, SP	Ditch Inlet Structures (OPSD 705.030 Flat)	4	ea	\$ 4,000.00	\$ 16,000.00
B.007	407, SP	Storm Manhole #1 (OPSD 705.010)	1	ea	\$ 4,700.00	\$ 4,700.00
<b>Total Section B - Storm Sewers</b>						<b>\$ 51,525.00</b>
<b>PHAIR AVENUE (3rd St. E to 5th St. E) - Drawing A1-348468-P1</b>						
<b>Section C - Watermain</b>						
C.001	510,441, SP	Remove and Replace Existing 150 mm Watermain with New 150 mm PVC DR 18 Class 150 Watermain	206	m	\$ 465.00	\$ 95,790.00
C.002	441, SP	150 mm Water Valve and Box	4	ea	\$ 2,400.00	\$ 9,600.00
C.003	SP	50 mm Rigid Styrofoam Insulation	63	m <sup>2</sup>	\$ 55.00	\$ 3,465.00
C.004	510, 441, SP	Remove and Replace Existing 300 mm Watermain with New 300 mm PVC DR 18 Class 150 Watermain	32	m	\$ 715.00	\$ 22,880.00
C.005	441, SP	300 mm Water Valve and Box	2	ea	\$ 5,300.00	\$ 10,600.00
C.006	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops	18	ea	\$ 3,000.00	\$ 54,000.00
C.007	510, 441, SP	Remove and Replace Hydrant Set	1	ea	\$ 12,200.00	\$ 12,200.00
C.008	441, SP	Hydrant Set	1	ea	\$ 12,000.00	\$ 12,000.00
C.009	441, SP	Temporary Water Service	1	LS	\$ 5,000.00	\$ 5,000.00
<b>Total Section C - Watermain</b>						<b>\$ 225,535.00</b>



ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
<b>PHAIR AVENUE (3rd St. E to 5th St. E) - Drawing A1-348468-P1</b>						
<b>Section D - Sanitary</b>						
D.001	510, SP	Remove Existing 300 mm Sanitary Sewer	209	m (P)	\$ 25.00	\$ 5,225.00
D.002	510, SP	Remove Existing Sanitary Manholes	2	ea	\$ 1,500.00	\$ 3,000.00
D.003	410, SP	300 mm PVC SDR Sanitary Sewer	209	m	\$ 530.00	\$ 110,770.00
D.004	704, SP	Sanitary Manholes	2	ea	\$ 10,000.00	\$ 20,000.00
D.005	410, SP	Remove and Replace Existing 150 mm Sanitary Services	18	ea	\$ 2,500.00	\$ 45,000.00
D.006	410, SP	Temporary Sewer Service	1	LS	\$ 8,500.00	\$ 8,500.00
D.007	409, SP	Closed Circuit Television Inspection of 300 m Sanitary Sewer Mainline	209	m	\$ 13.00	\$ 2,717.00
D.008	SP	Sanitary Sewer Bedding Upgrade (Geotextile) *	209	m	\$ 7.00	\$ 1,463.00
D.009	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	209	m	\$ 15.00	\$ 3,135.00
<b>Total Section D - Sanitary</b>						<b>\$ 199,810.00</b>
<b>TOTAL PHAIR AVENUE (3rd St. E to 5th St. E)</b>						<b>\$ 843,715.00</b>
<b>PHAIR AVENUE (5th St. E to 6th St. E.) - Drawing A1-348468-P2</b>						
<b>Section A - Grading</b>						
A.001	206, SP	Earth Excavation (Grading)	1,492	m <sup>3</sup> (P)	\$ 12.00	\$ 17,904
A.002	310, SP	Hot Mix HL4 Asphalt	295	t	\$ 256.00	\$ 75,520
A.003	314, SP	Granular 'A'	995	t	\$ 22.00	\$ 21,890
A.004	314, SP	Granular 'B' (Type 1)	2,620	t	\$ 16.00	\$ 41,920
A.005	510, SP	Removal of Asphalt Pavement (Full Depth)	-2,157	m <sup>2</sup> (P)	\$ 4.00	\$ 8,628
A.006	510, SP	Removal of Curb and Gutter	372	m (P)	\$ 10.00	\$ 3,720
A.007	510, SP	Removal of Concrete Sidewalk	310	m <sup>2</sup> (P)	\$ 20.00	\$ 6,200
A.008	351, SP	Concrete Sidewalk	104	m <sup>2</sup>	\$ 186.00	\$ 19,344
A.009	510,351, SP	Remove and Replace Concrete Driveways	137	m <sup>2</sup>	\$ 208.00	\$ 28,496
A.010	353, SP	Concrete Curb and Gutter	372	m	\$ 142.00	\$ 52,824
A.011	353, SP	Concrete Gutter Outlets	2	ea	\$ 1,170.00	\$ 2,340
A.012	Section 02930	100 mm Topsoil and Sod	1,206	m <sup>2</sup>	\$ 12.00	\$ 14,472
A.013	510, SP	Boulevard Works Stripping and Removal	1	LS	\$ 10,000.00	\$ 10,000
<b>Total Section A - Grading</b>						<b>\$ 303,258.00</b>
<b>PHAIR AVENUE (5th St. E to 6th St. E.) - Drawing A1-348468-P2</b>						
<b>Section B - Storm Sewers</b>						
B.001	407, SP	Ditch Inlet Structures (OPSD 705.030 Flat)	2	ea	\$ 4,100.00	\$ 8,200.00
B.002	410, SP	200 mm PVC SDR 35 Catchbasin Leads	37	m	\$ 200.00	\$ 7,400.00
<b>Total Section B - Storm Sewers</b>						<b>\$ 15,600.00</b>

\* Provisional Item

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
<b>PHAIR AVENUE (5th St. E to 6th St. E.) - Drawing A1-348468-P2</b>						
<b>Section C - Watermain</b>						
C.001	510, SP	Remove Existing 150 mm Watermain <del>DELETED</del>	200	m	\$	\$
C.002	510,441, SP	Remove and Replace Existing Watermain with New 150 mm PVC DR 18 Class 150 Watermain	184	m	\$ 483.00	\$ 88,872.00
C.003	441, SP	150 mm Water Valve and Box	1	ea	\$ 2,400.00	\$ 2,400.00
C.004	510,441,SP	Remove and Replace Existing 300 Watermain with New 300 mm PVC DR 18 Class 150 Watermain	32	m	\$ 715.00	\$ 22,880.00
C.005	441, SP	300 mm Water Valve and Box	2	ea	\$ 5,300.00	\$ 10,600.00
C.006	SP	50 mm Rigid Styrofoam Insulation	68	m <sup>2</sup>	\$ 55.00	\$ 3,740.00
C.007	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops	26	ea	\$ 3,000.00	\$ 78,000.00
C.008	441, SP	Remove and Replace Hydrant Set	2	ea	\$ 12,200.00	\$ 24,400.00
C.009	441, SP	Temporary Water Service	1	LS	\$ 4,500.00	\$ 4,500.00
<b>Total Section C - Watermain</b>						<b>\$ 235,392.00</b>
<b>PHAIR AVENUE (5th St. E to 6th St. E.) - Drawing A1-348468-P2</b>						
<b>Section D - Sanitary</b>						
D.001	408, SP	Supply, Adjust, and Install New Adjustable Manhole Frame and Cover on Existing Sanitary Storm Manholes	1	ea	\$ 1,350.00	\$ 1,350.00
D.002	510, SP	Remove Existing 300 mm Sanitary Sewer	188	m	\$ 25.00	\$ 4,700.00
D.003	510, SP	Remove Existing Sanitary Manhole	1	ea	\$ 1,000.00	\$ 1,000.00
D.004	410, SP	300 mm PVC SDR Sanitary Sewer	188	m	\$ 532.00	\$ 100,016.00
D.005	407, SP	Sanitary Manholes	1	ea	\$ 10,000.00	\$ 10,000.00
D.006	410, SP	Remove and Replace Existing 150 mm Sanitary Services	26	ea	\$ 2,900.00	\$ 75,400.00
D.007	410, SP	Temporary Sewer Service	1	LS	\$ 7,500.00	\$ 7,500.00
D.008	409, SP	Closed Circuit Television Inspection of 300 m Sanitary Sewer Mainline	188	m	\$ 16.00	\$ 3,008.00
D.009	SP	Sanitary Sewer Bedding Upgrade (Geotextile) *	188	m	\$ 7.00	\$ 1,316.00
D.010	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	188	m	\$ 15.00	\$ 2,820.00
<b>Total Section D - Sanitary</b>						<b>\$ 207,110.00</b>
<b>TOTAL PHAIR AVENUE (5th St. E to 6th St. E.)</b>						<b>\$ 761,360.00</b>

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
<b>NELSON STREET (From Butler Ave. 100 metres Easterly) - Drawing A1-348468-P3</b>						
<b>Section A - Grading</b>						
A.001	206, SP	Earth Excavation (Grading)	1,145	m <sup>3</sup> (P)	\$ 12.00	\$ 13,740
A.002	310, SP	Hot Mix HL4 Asphalt	205	t	\$ 256.00	\$ 52,480
A.003	314, SP	Granular 'A'	695	t	\$ 22.00	\$ 15,290
A.004	314, SP	Granular 'B' (Type 1)	1,820	t	\$ 16.00	\$ 29,120
A.005	510, SP	Removal of Asphalt Pavement (Full Depth)	1,514	m <sup>2</sup> (P)	\$ 4.00	\$ 6,056
A.006	510, SP	Removal of Curb and Gutter	274	m (P)	\$ 10.00	\$ 2,740
A.007	510, SP	Removal of Concrete Sidewalk	12	m <sup>2</sup> (P)	\$ 20.00	\$ 240
A.008	351, SP	Concrete Sidewalk	12	m <sup>2</sup>	\$ 366.00	\$ 4,392
A.009	510,351, SP	Remove and Replace Concrete Driveways	45	m <sup>2</sup>	\$ 128.00	\$ 5,760
A.010	353, SP	Concrete Curb and Gutter	274	m	\$ 131.00	\$ 35,894
A.011	Section 02930	100 mm Topsoil and Sod	359	m <sup>2</sup>	\$ 12.00	\$ 4,308
A.012	510, SP	Boulevard Works Stripping and Removal	1	LS	\$ 3,300.00	\$ 3,300
<b>Total Section A - Grading</b>						<b>\$ 173,320.00</b>
<b>NELSON STREET (From Butler Ave. 100 metres Easterly) - Drawing A1-348468-P3</b>						
<b>Section B - Storm Sewers</b>						
B.001	510, SP	Remove Existing Catchbasins and Manholes	7	ea (P)	\$ 1,000.00	\$ 7,000.00
B.002	510, SP	Remove Existing Catchbasin Leads	36	m (P)	\$ 25.00	\$ 900.00
B.003	510, SP	Remove Existing 750 mm Storm Sewer	30	m	\$ 50.00	\$ 1,500.00
B.004	410, SP	250 mm PVC SDR 35 Catchbasin Leads	45	m	\$ 225.00	\$ 10,125.00
B.005	410, SP	750 mm Storm Sewer	36	m	\$ 1,115.00	\$ 40,140.00
B.006	407, SP	Catchbasins (900 Round Barrel)	6	ea	\$ 2,800.00	\$ 16,800.00
B.007	407, SP	Storm Manhole #2 (OPSD 701.011)	1	ea	\$ 11,000.00	\$ 11,000.00
B.008	407, SP	Catchbasin Manhole #3 (OPSD 701.010)	1	ea	\$ 8,700.00	\$ 8,700.00
<b>Total Section B - Storm Sewers</b>						<b>\$ 96,165.00</b>
<b>NELSON STREET (From Butler Ave. 100 metres Easterly) - Drawing A1-348468-P3</b>						
<b>Section C - Watermain</b>						
C.001	510,441, SP	Remove and Replace Existing Watermain with New 150 mm PVC DR 18 Class 150 Watermain	136	m	\$ 428.00	\$ 58,208.00
C.002	441, SP	150 mm Water Valve and Box	2	ea	\$ 2,400.00	\$ 4,800.00
C.003	SP	50 mm Rigid Styrofoam Insulation	13	m <sup>2</sup>	\$ 55.00	\$ 715.00
C.004	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops	8	ea	\$ 3,000.00	\$ 24,000.00
C.005	441, SP	Remove and Replace Hydrant Sets	1	ea	\$ 12,200.00	\$ 12,200.00
C.006	441, SP	Temporary Water Service	1	LS	\$ 3,000.00	\$ 3,000.00
<b>Total Section C - Watermain</b>						<b>\$ 102,923.00</b>

\* Provisional Item

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
<b>NELSON STREET (From Butler Ave. 100 metres Easterly) - Drawing A1-348468-P3</b>						
<b>Section D - Sanitary</b>						
D.001	510, SP	Remove Existing 225 mm and 300 mm Sanitary Sewer	136	m	\$ 25.00	\$ 3,400.00
D.002	510, SP	Remove Existing Sanitary Manhole	1	ea	\$ 1,000.00	\$ 1,000.00
D.003	410, SP	250 mm PVC SDR Sanitary Sewer	15	m	\$ 460.00	\$ 6,900.00
D.004	410, SP	300 mm PVC SDR Sanitary Sewer	121	m	\$ 520.00	\$ 62,920.00
D.005	SP	100 mm Rigid Styrofoam Insulation	328	m <sup>2</sup>	\$ 90.00	\$ 29,520.00
D.006	407, SP	Sanitary Manhole	1	ea	\$ 10,000.00	\$ 10,000.00
D.007	410, SP	Remove and Replace Existing 150 mm Sanitary Services	8	ea	\$ 2,700.00	\$ 21,600.00
D.008	410, SP	Temporary Sewer Service	1	LS	\$ 15,000.00	\$ 15,000.00
D.009	409, SP	Closed Circuit Television Inspection of 300 mm Sanitary Sewer Mainline	121	m	\$ 16.00	\$ 1,936.00
D.010	SP	Sanitary Sewer Bedding Upgrade (Geotextile) *	136	m	\$ 7.00	\$ 952.00
D.011	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	136	m	\$ 15.00	\$ 2,040.00
Total Section D - Sanitary						\$ 155,268.00
TOTAL NELSON STREET (From Butler Ave. 100 metres Easterly)						\$ 527,676.00
<b>KINGS HIGHWAY 11-71 - Drawing A1-348468-P4 and P5</b>						
<b>Section A - Grading</b>						
A.001	206, SP	Earth Excavation (Grading) *	6,973	m <sup>3</sup> (P)	\$ 15.00	\$ 104,595
A.002	310, SP	Superpave 12.5	1,760	t	\$ 258.00	\$ 454,080
A.003	310, SP	Superpave 19.0	2,060	t	\$ 263.00	\$ 541,780
A.004	314, SP	Granular 'A'	5,500	t	\$ 25.00	\$ 137,500
A.005	314, SP	Granular 'B' (Type 2) *	9,640	t	\$ 22.00	\$ 212,080
A.006	510, SP	Removal of Asphalt Pavement (Full Depth)	11,734	m <sup>2</sup> (P)	\$ 4.00	\$ 46,936
A.007	710, SP	Pavement Markings	1	LS	\$ 30,000.00	\$ 30,000
A.008	510, SP	Removal of Curb and Gutter	210	m	\$ 10.00	\$ 2,100
A.009	353, SP	Concrete Curb and Gutter (Hand Formed)	210	m	\$ 230.00	\$ 48,300
A.010	SP	Geogrid (Terrafix TBX3000 or Equivalent) *	10,728	m <sup>2</sup>	\$ 6.00	\$ 64,368
A.011	510, SP	Removal of Concrete Sidewalk	195	m <sup>2</sup>	\$ 30.00	\$ 5,850
A.012	351, SP	Concrete Sidewalk	195	m <sup>2</sup>	\$ 210.00	\$ 40,950
Total Section A - Grading						\$ 1,688,539.00
<b>KINGS HIGHWAY 11-71 - Drawing A1-348468-P4 and P5</b>						
<b>Section B - Storm Sewers</b>						
B.001	407, SP	Catchbasins	4	ea	\$ 2,800.00	\$ 11,200.00
B.002	407, SP	Storm Manholes #3, #5 and #6	3	ea	\$ 11,000.00	\$ 33,000.00
B.003	407, SP	Storm Manholes #4 and #7	2	ea	\$ 11,000.00	\$ 22,000.00
B.004	410, SP	300 mm Storm Sewer	176	m	\$ 539.00	\$ 94,864.00
B.005	410, SP	250 mm Catchbasin Leads	37	m	\$ 225.00	\$ 8,325.00
B.006	410, SP	Remove and Replace Existing 1200 mm Storm Sewer	24	m	\$ 1,190.00	\$ 28,560.00
B.007	408, SP	Supply and Install Adjustable Storm Manhole Covers	2	ea	\$ 1,350.00	\$ 2,700.00
Total Section B - Storm Sewers						\$ 200,649.00

\* Provisional Item

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
<b>KINGS HIGHWAY 11-71 - Drawing A1-348468-P4 and P5</b>						
<b>Section C - Watermain</b>						
C.001	510,441, SP	Remove Existing 100/150 mm Watermain	612	m	\$ 25.00	\$ 15,300.00
C.002	441, SP	150 mm Dia. Watermain	875	m	\$ 500.00	\$ 437,500.00
C.003	441, SP	150 mm Water Valve and Box	13	ea	\$ 2,400.00	\$ 31,200.00
C.004	441, SP	Remove and Replace 19 m Copper Water Service	19	ea	\$ 3,000.00	\$ 57,000.00
C.005	441, SP	Remove and Replace Hydrant Sets	3	ea	\$ 12,200.00	\$ 36,600.00
C.006	441, SP	Temporary Water Service	1	LS	\$ 23,000.00	\$ 23,000.00
C.007	441, SP	Cap Existing 150 mm Watermain	2	ea	\$ 500.00	\$ 1,000.00
<b>Total Section C - Watermain</b>						<b>\$ 601,600.00</b>
<b>KINGS HIGHWAY 11-71 - Drawing A1-348468-P4 and P5</b>						
<b>Section D - Sanitary</b>						
D.001	408, SP	Supply and Install Adjustable Manhole Covers	3	ea	\$ 1,350.00	\$ 4,050.00
D.002	510, SP	Remove Existing 300 mm Sanitary	254	m	\$ 25.00	\$ 6,350.00
D.003	410, SP	300 mm Sanitary Sewer	250	m	\$ 520.00	\$ 130,000.00
D.004	410, SP	Remove Existing Sanitary Manholes	3	ea	\$ 1,000.00	\$ 3,000.00
D.005	410, SP	New Sanitary Manholes	3	ea	\$ 10,000.00	\$ 30,000.00
D.006	SP	Temporary Sewer Service	1	LS	\$ 10,000.00	\$ 10,000.00
D.007	SP	New Sanitary Services	19	ea	\$ 2,500.00	\$ 47,500.00
D.008	SP	Closed Circuit Television Inspection of 300 mm Sanitary Sewer	248	m	\$ 13.00	\$ 3,224.00
D.009	SP	Sanitary Sewer Bedding Upgrade (Geotextile) *	250	m	\$ 7.00	\$ 1,750.00
D.010	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	250	m	\$ 15.00	\$ 3,750.00
<b>Total Section D - Sanitary</b>						<b>\$ 239,624.00</b>
<b>TOTAL KINGS HIGHWAY 11-71</b>						<b>\$ 2,730,412.00</b>
<b>SECTION G - GENERAL</b>						
G.001		Bonds & Insurance	1	LS	\$ 130,000.00	\$ 130,000.00
G.002		Mobilization & Demobilization	1	LS	\$ 266,000.00	\$ 266,000.00
G.003		Traffic Control	1	LS	\$ 75,000.00	\$ 75,000.00
G.004		Contingency Allowance	1	LS	\$ 250,000.00	\$ 250,000.00
<b>TOTAL SECTION G - GENERAL</b>						<b>\$ 721,000.00</b>

\* Provisional Item

Town of Fort Frances  
2015 Road Reconstruction,  
Watermain and Sewer Replacement  
Tender No. 15-OF-10

## FORM OF TENDER

Page 10 of 12

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
<b>SUMMARY OF TENDER PRICES</b>						
<b><u>PHAIR AVENUE (3rd St. E to 5th St. E)</u></b>						
		Section A - Grading			\$	366,845.00
		Section B - Storm Sewers			\$	51,525.00
		Section C - Watermain			\$	225,535.00
		Section D - Sanitary			\$	199,810.00
<b>PHAIR AVENUE (3rd St. E to 5th St. E) Total</b>						<b>\$ 843,715.00</b>
<b><u>PHAIR AVENUE (5th St. E to 6th St. E.)</u></b>						
		Section A - Grading			\$	303,258.00
		Section B - Storm Sewers			\$	15,600.00
		Section C - Watermain			\$	235,392.00
		Section D - Sanitary			\$	207,110.00
<b>PHAIR AVENUE (5th St. E to 6th St. E.) Total</b>						<b>\$ 761,360.00</b>
<b><u>NELSON STREET (From Butler Ave. 100 metres Easterly)</u></b>						
		Section A - Grading			\$	173,320.00
		Section B - Storm Sewers			\$	96,165.00
		Section C - Watermain			\$	102,923.00
		Section D - Sanitary			\$	155,268.00
<b>NELSON STREET (From Butler Ave. 100 metres Easterly) Total</b>						<b>\$ 527,676.00</b>
<b><u>KINGS HIGHWAY 11-71</u></b>						
		Section A - Grading			\$	1,688,539.00
		Section B - Storm Sewers			\$	200,649.00
		Section C - Watermain			\$	601,600.00
		Section D - Sanitary			\$	239,624.00
<b>KINGS HIGHWAY 11-71 Total</b>						<b>\$ 2,730,412.00</b>
<b><u>SECTION G - GENERAL</u></b>						
<b>General Total</b>						<b>\$ 721,000.00</b>
<b>SUB-TOTAL</b>					<b>\$</b>	<b>5,584,163.00</b>
<b>13% HST</b>					<b>\$</b>	<b>725,941.19</b>
<b>TOTAL TENDER PRICE</b>					<b>\$</b>	<b>6,310,104.19</b>

## 1.9 DECLARATIONS OF TENDERER

1.9.1 The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.

1.9.2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.

## 1.10 CONDITIONS OF TENDER

1.10.1 This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

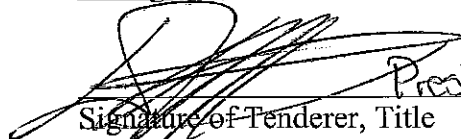
## 1.11 DISCLAIMER

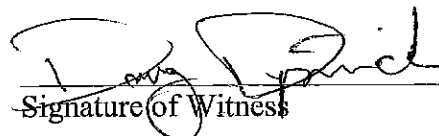
1.11.1 The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

## 1.12 SIGNING OF TENDERS

Dated at Thunder Bay this

8th day of MAY, 2015.

  
Signature of Tenderer, Title President

  
Signature of Witness

\_\_\_\_\_  
Signature of Tenderer, Title

\_\_\_\_\_  
Signature of Witness

**NOTE: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:**

**"I/We have authority to bind the Corporation."**

**"If the tender is submitted by an individual or partnership, it is deemed to be given under seal."**

Town of Fort Frances  
2015 Road Reconstruction,  
Watermain and Sewer Repairs  
Tender No. 15-OF-10

## FORM OF TENDER

Section 00300

Page 12 of 12

ACCEPTED BY THE CORPORATION OF THE TOWN OF FORT FRANCES

THIS 14<sup>th</sup> DAY OF May 2015.

Signature

Roy Avis, Mayor

Name and Title



Signature

Witness

Elizabeth Slomka, Clerk

Name and Title

Name and Title



TOWN OF FORT FRANCESBY-LAW No. xx/15

Being a by-law to approve an agreement with Miller Environmental Corporation to host Household Hazardous Waste Event Day in Fort Frances– the Waste Diversion Act, 2002, S.O. 2002, c.6 and the Municipal Act, 2001, S.O. 2001, c.25, s. 8 and s. 11.)

WHEREAS on May 11<sup>th</sup>, 2015, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into an agreement with Miller Environmental Corporation with respect to hosting a Hazardous Waste Event Day in Fort Frances as outlined in the submitted tender documents (15-OF-03).

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

1. That the agreement in the form attached hereto as Schedule “A” with Miller Environmental Corporation be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 25<sup>th</sup> day of May 2015.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

## **SCHEDULE 2**

### **AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN:

Miller Environmental Corporation  
(Herein sometimes referred to as the "Tenderer" or the "Contractor")

- And -

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

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

Now therefore the Contractor and the City or Towns (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
  - (a) To, and for, the benefit and satisfaction of each City or Town, in accordance with the Tender Documents;
  - (b) For the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The City or Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. Each City or Town shall pay on account thereof upon the approval of the City Manager, Operations and Facilities Division (in the Tender Documents the City or Town Manager, Operations and Facilities Division is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If any City or Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
  - (a) The Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
  - (b) A petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
  - (c) The Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

Any City or Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the City or Town.

8. The municipality reserves the right, without cause and without penalty, to assign the contract to Stewardship Ontario with a minimum 60 days notice.
9. The municipality shall reserve the right, without cause and without penalty, to assign the requirements for payment of any or all parts of the contract to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable. Should this occur, the successful Proponent shall apply to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable for payment for any of the MHSW items that have been assigned to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable. All of the same Terms and Conditions of payment that apply to the municipality shall apply to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable should any of these items be assigned to Stewardship Ontario.
10. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
  - (a) Delivered personally;
  - (b) Sent by prepaid courier service or mail

- (i) In case of notice to the Town, as follows:

Lisa Slomke, Clerk  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 2B5

- (ii) In case of the Contractor, as follows:

Miller Environmental Corporation  
1803 Hekla Avenue  
Winnipeg, MB R2R 0K3  
Annette Woodroffe, Sales & Marketing Rep.

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

\_\_\_\_\_  
Witness to signature of Tenderer

\_\_\_\_\_  
If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

PRINT NAME AND TITLE OF PERSON  
SIGNING:

\_\_\_\_\_

\_\_\_\_\_

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

\_\_\_\_\_

Address of Witness:

Address of Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number of Witness:

Phone Number of Contractor:

\_\_\_\_\_

\_\_\_\_\_

Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_  
R. Avis, Mayor

per: \_\_\_\_\_  
E. Slomke, Clerk

I/we have authority to bind the Town

TOWN OF FORT FRANCES

BY-LAW NO. XX/15

(Being a by-law to authorize a license agreement for purposes of utilization of the Town's geospatial data with Rainy River District Stewardship - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS On February 9, 2015, Council approved a recommendation from the Operations and Facilities Executive Committee to approve a license agreement with Rainy River District Stewardship to allow it to utilize the Town's geospatial data.

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

1. That the license agreement with Rainy River District Stewardship, in the form of Schedule "A" attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

This By-Law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 25<sup>th</sup> day of May 2015.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

## Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 21 day of May 2015  
(Day) (Month) (Year)

**BETWEEN:**

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

- and RAINY RIVER DISTRICT STEWARDSHIP.  
("Licensee")

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

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

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

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

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.
2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Town of Fort Frances**

By (Signature): \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

By (Signature): \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: \_\_\_\_\_

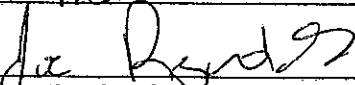
Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

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

**LICENSEE**By (Signature):  \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: Vice ChairName (Print): Travis RobDate: Feb 12/15By (Signature):  \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: ChairName (Print): Joe ReynoldsDate: FEB 12 2012

**DATA LICENSE INFORMATION:**Data Available:

Infrastructure: Sanitary Sewer (manholes, mains), Storm Sewer (manholes, catch basins, mains), Water Distribution System (mains, hydrants, mainline valves), Roads

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

Data Requested:

BASE DATA

Data Delivery Type:

☐ CD (mail)    ☒ Digital transfer (email)    ☐ hard copy (paper)

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

2015 Fee Schedule:

Hard Copy Maps: 8 ½" X 11" - \$5.59; 11" X 17" - \$11.18; 24" X 36" \$27.96

Digital Aerial Photography: \$1118.27 (.ecw format only)

Shapefiles: \$279.57 per infrastructure shapefile/layer  
\$279.57 – base map

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

**TOWN OF FORT FRANCES**

**BY-LAW NO. ??/15**

(Being a By-Law to authorize the sale of Part 1 Plan 48R-3119 to abutting landowner (65179 Ontario Inc.) - *Municipal Act, 2001*, S.O. 2001, c.25.)

**WHEREAS** on May 11, 2015 Council approved the report of F. Flatt, Municipal Planner with recommendation supported by the Planning and Development Executive Committee that the lands set out as Part 1 on Plan 48R-3119 be declared surplus to the needs of the municipality and conveyed by direct sale to the abutting landowner for value;

**AND WHEREAS** the property was listed on the agenda of a regular meeting of council on May 11, 2015 and declared surplus to the needs and requirements of the municipality;

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

1. That the municipal property legally described as:  
PIN 56019-0292, being PCL Sreet-6, Sec SM160, PT Stewart ST, Plan SM160  
Mclrvine, now Part 1 Plan 48R-3119;  
be and is hereby approved for direct sale to 65179 Ontario Inc. for \$3,500 plus all costs associated therewith;
2. That the Deputy Mayor and the Clerk are hereby authorized to sign any necessary and subsequent documents and affix the Corporate Seal thereto to effect the sale and transfer as herein set out;
3. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 25<sup>th</sup> day of May 2015.

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J. Albanese, Deputy- Mayor

---

E. Slomke, Clerk



AMO Communications  
<communicate@amo.on.ca>

05/11/2015 03:12 PM

To "Islomke@fort-frances.com" <Islomke@fort-frances.com>

cc

bcc

Subject AMO Policy Update - Ontario-Quebec Announce Updated Rules for Government Procurement

May 11, 2015

## Ontario-Quebec Announce Updated Rules for Government Procurement

Changes to procurement rules by the broader public sector were announced by the Premiers of Ontario and Quebec today in Toronto. The Premiers have agreed in principle to an update of the 2009 [Ontario-Quebec Trade and Cooperation Agreement](#) (OQTCA) Public Procurement Chapter to align it with the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

Since 2009, the OQTCA has covered buying by provincial ministries, schoolboards and municipalities, and other public sector organizations. For municipal governments thresholds remain at \$100,000 for goods, services, and construction. The Chapter will be updated to align with CETA on public disclosures, information needs, qualification of suppliers, and other matters. As well, the Chapter will include a protest process for unsuccessful bids, including municipal procurements. Professional services and procurements covering cultural industries, non-profits, and indigenous communities are not covered.

The thresholds in OQTCA for municipal governments are lower than those in either the Agreement on Internal Trade (AIT) or the CETA. AMO will be seeking clarification from Minister Duguid on the specific impacts that today's announcement has for municipal governments including the need to adjust procurement by-laws and procedures to reflect the other requirements in the OQTCA Procurement Chapter.

Talks on the AIT are also being held by the provinces, territories and the federal government, and updates to the AIT are likely forthcoming. However, no information is available at this time.

OQTCA changes will come into force for municipalities in September 2016.

For more information and details on procurement thresholds in each agreement, please see: [OQTCA - Procurement Chapter](#).

**AMO Contact:** Craig Reid, Senior Advisor, E-mail: creid@amo.on.ca, 416.971.9856 ext. 334.

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**PLEASE NOTE:** AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

**DISCLAIMER:** Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

**OPT-OUT:** If you wish to opt-out of these email communications from AMO please click [here](#).





"AMO Communications"  
<Communicate@amo.on.ca>

14/05/2015 08:59 AM

Please respond to  
AMOWatchFileTeam@amo.on.ca

To ravis@fort-frances.com

cc

bcc

Subject AMO Watch File - May 14, 2015

AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)  
Add Communicate@amo.on.ca to your safe list



May 14, 2015

### In this issue

- *Supporting Ontario's Trails Act* introduced.
- Private Member Bill introduced that impacts municipalities.
- Canada 150 Fund.
- Who's on the main stage at the AMO Conference?
- Space limited in Pre-AMO Conference Heads of Council.
- AMO trade show selling out fast!
- Online course in Land Use Planning a "must view."
- Engage staff and council in cost-reducing energy conservation measures.
- Save money on Home & Auto Insurance with LAS.
- North Perth resolution concerning AGCO lottery licensing policy.
- Careers with OPS, Southwold, Simcoe County and York Region.

### Provincial Matters

Bill 100 will expand, improve and support Ontario's vast network of trails. The 20,000km of trails located in Ontario's municipalities supports local economic development and tourism in rural, remote and urban communities. AMO's input is reflected in the new legislation.

Private Member Bill 99, Safer Roads and Communities Act, 2015 (would enable municipal councils to require safety cameras in construction and community safety zones), was introduced and received First Reading.

### Federal Matters

The Government of Canada has launched the Canada 150 Fund to support opportunities for Canadians to participate in local, regional, and national celebrations of the 150th anniversary of Confederation in 2017. The Fund is open to a wide variety of Canadian organizations, including not-for-profit organizations, business corporations (for non-commercial projects), schools and municipal governments and their agencies.

### Eye on AMO/LAS Events

Looking for details on the program for the 2015 AMO Conference? Want to know who is speaking on the main stage? Need to plan your day? Program details are available on our Conference site now. Visit often as we release further details – and take a moment to register today!

Join fellow Heads of Council at AMO's Heads of Council Training on Sunday,



August 16 in Niagara Falls. Get the information you need to be an effective Head of Council. Learn what skills you need to utilize, the tools you need to lead, manage and collaborate and more. Don't miss out, and reserve your space today!

Only 30 spaces remain for you to get the attention of the valuable Ontario municipal market and stand out from your competition. With signage, giveaways, booth space and more, you can stay top of mind with municipal leaders and decision makers at the AMO Conference. Start your exhibitor application today.

Why do municipalities need to plan? Why is land use planning important? What is zoning? AMO's online self-directed course in Land Use Planning provides the answers to these and many other questions that members of council should know. Log-in to the AMO online portal today and become familiarized with the basics of land use planning!

### **LAS**

LAS is now booking dates throughout the summer for delivery of our Employee Engagement Energy workshops. Let our experts deliver this customized workshop in your town hall by contacting us today.

LAS offers significant discounts to municipal staff and elected officials on their home and auto insurance. Save up to 25% off regular rates with LAS program partner Cowan Insurance Group. Call Sharon at Cowan today to find out how much you could save!

### **Municipal Matters \***

The Municipality of North Perth resolution encourages all municipalities in Ontario to support their request to urge the AGCO to revisit and revise the Lottery Licensing Policy Manual.

### **Careers**

Policy Advisor - Ontario Public Service. Location: Toronto. Please apply online by May 14, 2015, entering Job ID 77596 in the Job ID search field and following the instructions to submit your application.

Municipal Finance and Accountability Specialist - Ontario Public Service. Location: Toronto. Please apply online by May 27, 2015, entering Job ID 77342 in the Job ID search field and following the instructions to submit your application.

Chief Administrative Officer/Clerk - Township of Southwold. Please send a cover letter and resume in a Word document to caoresume@southwold.ca no later than June 1, 2015. Please specify "Chief Administrative Officer/Clerk" in the subject line.

Fire Chief (Part-Time) - Township of Southwold. Please forward a cover letter and resume by 4:00 P.M. (E.S.T.), Monday, June 1, 2015 to: Ken Loveland, Acting CAO/Clerk, Township of Southwold, 35663 Fingal Line, Fingal, ON N0L 1K0. Email: cao@southwold.ca.

Economic Development Officer - County of Simcoe. The successful incumbent will work under the direction of the Manager of Economic Development. To apply for this opportunity, please visit our Careers page.

Manager, Infectious Diseases Control #17376 (2 positions) - York Region. Program Area: Control of Infectious Diseases/Outbreak Management. Department: Community and Health Services. Please apply on-line at York Region Careers by

Community and Health Services. Please apply on-line at [York Region Careers](#) by May 21, 2015, quoting competition #17376.

### About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

### AMO Contacts

[AMO Watch File Team](#), Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[OMKN Ontario Municipal Knowledge Network](#)

[Media Inquiries](#), Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

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**TOWN OF FORT FRANCES**

320 Portage Avenue, Fort Frances, On P9A 3P9

**COMMITTEE OF ADJUSTMENT DECISION**

File No.

**A 3/2015**

Subject Property	Decision Rendered	Zoning Code	Property Roll No.
1050 Walker Avenue	May 19, 2015	R2	1-7-218
IN THE MATTER OF Section 45 of The Planning Act for Minor Variance from the Zoning By-Law #3/14, and an application for <input checked="" type="checkbox"/> minor variance from or <input type="checkbox"/> special permission to			
Section 3.2 to permit an accessory building to be located on a property without a main building in existence for a period up to 3 years.			

**DECISION:** The Application is ☐ Denied or ☒ Approved**Subject to the following Conditions:**

1. If, at the end of the specified time period, a main structure has not been constructed or the accessory building has not been demolished to make the property compliant with zoning regulations, the accessory building shall be demolished by, or on behalf of, the Owner, or by the Municipality at the Owner's cost.

attached ☐**Reasons for Committee's Decision:**

1. Relief requested is temporary in anticipation of selling the property. The accessory building is structurally sound and contributes to the value of the property. Requiring it to be demolished would serve no useful purpose.
2. There were no objections to the request.
3. No adverse affects have been identified nor any anticipated for either the subject land nor adjacent lands as a result of the approval of the request.

*"original signed by Jennifer Greenhalgh"*

Jennifer Greenhalgh

*"original signed by Vik Nowak"*

Viktor Nowak

*"original signed by Irene Laing"*

Irene Laing

Gary Rogozinski

Charleen Mallory

Alan Zucchiatti

Cindy Mason

**NOTES TO APPLICANT:**

1. Approval is not valid unless any conditions imposed have been satisfied.



**AMO Communications**  
**<communicate@amo.on.ca>**

05/20/2015 07:28 PM

To "Islomke@fort-frances.com" <Islomke@fort-frances.com>

cc

bcc

Subject NEW for 2015 AMO Online Course: What is Land Use Planning?

**Why does a municipality need a plan?**  
**What is the Planning Act?**  
**What key tools will help council in planning?**  
**How do you manage expectations of citizens, staff and other stakeholders?**  
**What is Land Use Planning?**

Councillors in Ontario may have a basic understanding of what land use planning is and how it is approached in Council. This online course by AMO is intended to provide an overview of what you need to know about land use planning and provide you with a basic understanding of the challenges faced by Councillors.

This go at your own pace course explores:

- What is land use planning?
- Why is land use planning important?
- The Planning Act and framework
- Key tools for land use planning
- Zoning By-laws
- Land Severances
- Plans of Subdivision
- Minor Variances
- Site Plan Control By-laws
- Development Permit System (DPS)
- Managing Councillor expectations
- Functions, roles and processes

Learn more about the course at <http://amo.skillbuilder.ca>

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OPT-OUT: If you wish to opt-out of these email communications from AMO please click [here](#).

ATTACHMENTS: Attachments are provided in PDF format. You will need Adobe Acrobat Reader in order to view



LUPFlyer2a.pdf



## New Online Course: Land Use Planning

As a councillor in Ontario you may have a basic understanding of what land use planning is and how it is approached in Council. This course is intended to provide an overview of what you need to know about land use planning and provides you with a basic understanding of the challenges faced by Councillors.

# What is Land Use Planning?

Register today.  
Start Learning today!

- ▶ 30 day course access
- ▶ Go at your own pace
- ▶ Access online
- ▶ \$177 plus HST

Why does a municipality  
need to plan?

How do you manage  
expectations?

What is the *Planning Act*?

What is the role of the  
Ontario Municipal Board?

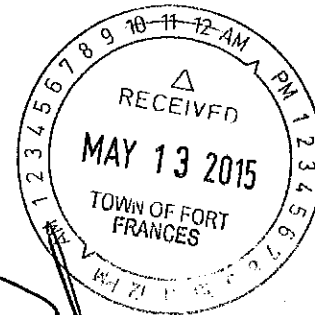
What key tools will help  
council in planning?

Why is land use  
planning important?

Find the answers to these  
questions and more at

[amo.skillbuilder.ca](http://amo.skillbuilder.ca)

Richard Boileau – Chair McLaggans	A	Chamber of Commerce Representative Annely Armstrong	A
Deb Emes B93	P	RRFDC Geoff Gillon	A
Jenny Greenhalgh	P	John Albanese – Town Councilor Town of Fort Frances	P
Shelley Wepruk – Secretary Northland Title Searching	P	Scott Krienke-Turvey Ink Spatz Apparel	P
Marie Therese Motke Pharmsave	A	Kim Nicholson	P
Pat Gartshore Gartsh's	A		
Jennifer Horton Curvy Chicks	P		
Doug Anderson & Blair Anderson Guests	P		



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

Jenny Greenhalgh opened the meeting. The meeting was called to order at 6:10 p.m. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted.

### 2. Approval of Minutes

#### B.I.A Board of Management Meeting & Annual General Meeting – 9 April, 2015

Copies of the minutes from the 11 March, 2015 Board of Management Meeting & Annual General Meeting of 27 March, 2014 were circulated for review and approval. The following motion was made:

**Motion #1 John Albanese/Shelley Wepruk for BMM & Deb Emes/Kim Nicholson for AGM**  
TO accept the minutes presented of the 11 March, 2015 Board of Management Meeting as presented.  
TO accept the minutes presented of the 27 March, 2014 Annual General Meeting as presented.  
Also to ratify all motions made on that date.  
**No against or abstentions**  
**CARRIED**

### 3. Accounts Payable & Financial Report

**Motion #2 John Albanese/Shelley Wepruk**  
TO accept the total payable for March in the amount of ~~\$322.05~~ 729.98  
**No against or abstentions**  
**CARRIED**

#### **4. BUSINESS ARISING FROM THE MINUTES**

##### **Finance and Administration Committee**

- 1 Budget was presented. Stays the same except for the advertising portion. It has been increased.

**Motion #3 John Albanese/Jennifer Horton**  
TO accept budget as reported.  
No against or abstentions  
**CARRIED**

##### **Promotions Committee**

1. Easter Egg Hunt: well received and wonderful, over 300 participants
2. Now in process of promoting Scott Street
3. Promoting Dudley Hewitt Cup at month end.
4. Doug discussed “The Ant” project. It would be a unique and new idea for the town. We need to take a good look at it for a downtown promotion.
5. Sheets showing upcoming commercials were handed out.
6. It was discussed to put up ‘HELP’ signs outside businesses. The idea is to have tourists enter our businesses to help them find what they are looking for downtown.
7. We need more people on the promotions committee to implement new ideas.

##### **Maintenance Committee**

- 1 Spring Baskets – Good to go with wave petunias. Baskets are being done by Hammonds this year.
2. Sidewalks need to wait until frost out of ground before we can evaluate them and their condition.

##### **OLD BUSINESS**

1. Snowflakes: Chamber may have a home for them
2. Easter Egg Hunt: put on calendar for next year. All positive. Change time next year however.
3. HOPC: Yes we want it.
4. Moving Mural: ask town to move it
5. Redo Murals: we have permission from some of artists but can’t do anything until temp. is above 10C
6. Map: will be done when Rainy Lake Hotel comes down

**Motion #4 Deb Emes/Scott Krinke-Turvey**  
TO purchase petunias, spikes and vines for our baskets from Hammond’s Landscaping  
No against or abstentions  
**CARRIED**

**NEW BUSINESS**

1. Mall Days: bouncy toys will be looked after by Jen.
2. Street Closure: follow up with town
3. Early Iron Show: follow up with town re street closure
4. Bass Tournament: Shelley presented information re the Show & Shine
5. Flag Poles: on burner for time being
6. Calendar of Events: Working on it
7. Horticultural Society: Invite members to our next meeting
8. Birdhouses & Bugs: take approach the same as last time
9. HST: Shelley to talk to Laurie at town re HST paid

**5. Closing & Setting of Next Board Meeting**

**Motion # 4 Scott Krienk3-Turvey**  
To close the meeting  
No against or abstentions  
All in agreement – CARRIED

The next meeting date will be 13 May @ 8:00 a.m. at the BIA office.

**PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE BOARD ROOM UNLESS OTHERWISE NOTIFIED.**

Meeting closed at 7:45 pm



## TOWN OF FORT FRANCES

### Administration and Finance Executive Committee

#### Minutes of Meeting No. 10

**Tuesday, May 5, 2015**

A meeting of the Administration and Finance Executive Committee was held in the Committee Room – Civic Centre on Tuesday, May 5, 2015 at 12:00 p.m.

**PRESENT:** Councillor Ken Perry, Councillor Wendy Brunetta, and Mayor Roy Avis

**ALSO PRESENT:** Mark McCaig, CAO, Jason Kabel, CS Manager and Laurie Witherspoon, Treasurer

**GUEST:** None

**REGRETS:** Councillor Paul Ryan

1. Ken Perry, Chair Called the Meeting to Order at 12:02 p.m.
2. Non-Agenda Items:
  - i) Councillor Wendy Brunetta AMO/LAS Town Hall Session and NOMA Conference Per Diem & Travel Expense
  - ii) Museum Interim Funding
  - iii) Council Benefit Package
3. Disclosure of pecuniary interest and the general nature thereof: Councillor Wendy Brunetta declared a conflict of interest on the Non-Agenda item 9.ii) AMO/LAS Town Hall Session and NOMA Conference Per Diem & Travel Expense as they were her expenses.
4. **Wendy Brunetta/Ken Perry:** That the minutes from the previous meeting held on April 21, 2015 be approved as distributed. CARRIED
5. **Jason Kabel, CS Manager**
  - i) ActiveNet Software – The Committee recommended to proceed with the implementation of ActiveNet.
6. **Mark McCaig, CAO**
  - i) Strategic Planning Discussion – There were no new items added.

Meeting – May 5, 2015

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**7. Laurie Witherspoon, Treasurer**

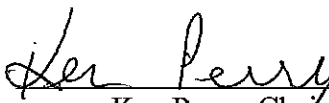
- i) Councillor J. Albanese NOMA Per Diem & Travel – The Committee recommended to approve the per diem and Travel Expense claims in the total amount of \$607.00 as submitted by Councillor John Albanese for his attendance at the Northern Ontario Municipal Association (NOMA) Conference held in Thunder Bay on April 22 - 24, 2015.
- ii) 2015 Percentage Tax Decrease Limit for Industrial Class – The Committee recommended to approve the 2015 percentage by which tax decreases are limited for the Industrial property class claw back percentage of 100% and retained percentage of 0% be established for a Net Class Impact/Shortfall within that property class of \$1,561. Further that an authorizing by-law be brought forward.
- iii) Boundary Waters Dragon Boat Festival Requests – The Committee recommended to:
  - Item 1) Designate the International Boundary Waters Dragon Boat Festival as a significant Community Festival event; Co-ordinate through E. Slomke, Clerk,
  - Item 2) The use of Town picnic tables – The International Boundary Waters Dragon Boat Festival organizers will arrange for pick-up and return; Co-ordinate through D. Brown, Operations & Facilities Manager,
  - Item 3) Event Permit application (in-kind) is not applicable as per CBO,
  - Item 4) Supply the necessary documents to facilitate closing the affected road to accommodate the tent for the event; Co-ordinate through E. Slomke, Clerk,
  - Item 5) That the Town spray the docks at the marina prior to the event; the Town will not supply labour or equipment,
  - Item 6) Allow the Committee to attach pennants, signs, and banners to streetlight poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event and motorists' sight lines or vision should not be obstructed when driving along Front Street,
  - Item 7) Allow access for electrical power; Co-ordinate with Fort Frances Power Corporation, Joerg Ruppenstein, CEO, and
  - Item 8) Ensure extra garbage bins at the site and garbage pick up at the end of the day; Co-ordinate through D. Brown, Operations & Facilities Manager.

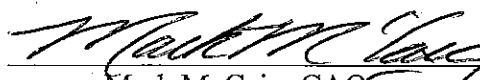
Further, that the responsible entity for the International Boundary Waters Dragon Boat Festival ensure a minimum of \$5,000,000 commercial general liability insurance, name the Town of Fort Frances as an additional insured, and have Host Liquor Liability coverage if their event sells liquor & that certified Smart Serve bartenders are used for any liquor sales for their event planned for June 27, 2015.

Meeting – May 5, 2015

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- iv) Councillor P. Ryan AMO/LAS Town Hall Session & NOMA Per Diem & Travel Expense – The Committee recommended to approve the per diem and Travel Expense claims in the total amount of \$607.00 as submitted by Councillor Paul Ryan for his attendance at the AMO/LAS Town Hall Session & Northern Ontario Municipal Association Conference held in Thunder Bay on April 21 - 24, 2015.
  - v) POA – BDO Audited Financial Statements for December 31, 2014 & Invoice – The Committee recommended to accept the P.O.A. audited financials for the year ended December 31, 2014 and further that the invoice for audited services be paid.
8. **Outstanding Items:**
- i) Couchiching Sewer and Water Agreement Signage
9. **Non–Agenda Items:**
- i) Museum Interim Funding – The Committee recommended to proceed with the Northern Ontario Internship Program and to hire an interim for a one-year.
  - ii) Councillor Wendy Brunetta AMO/LAS Town Hall Session and NOMA Conference Per Diem & Travel Expense – The Committee recommended to approve the per diem and Travel Expense claims in the total amount of \$670.75 as submitted by Councillor Wendy Brunetta for her attendance at the AMO/LAS Town Hall Session & Northern Ontario Municipal Association Conference held in Thunder Bay on April 21 - 24, 2015.
  - iii) Council's Benefit Package – Investigate how Council Members could be covered in case of injury while doing Town business will be referred to the Human Resources Manager.
10. **Information:**
- i) General Operating Financial Statement as at April 30, 2015
  - ii) Water & Sewer Operating Financial Statement as at April 30, 2015
11. **Next Meeting Date: Tuesday, May 19, 2015**

  
 Ken Perry, Chair

  
 Mark McCaig, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. # 009May 6, 2015

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on May 6, 2015 from 8:30 a.m. to 9:25 a.m.

PRESENT: Doug Kitowski, June Caul, Mark McCaig, CAO and Doug Brown

ALSO PRESENT: Mayor Roy Avis, Arlene Byrnes (8:30 a.m. to 9:10 a.m.), Merv Arhens (8:30 a.m. to 9:10 a.m.) and Ken Perry

**1. Call to Order**

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

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

None.

**3. Approval of Previous Committee Minutes**

3.1 Minutes from meeting of this Committee on April 22, 2015 - the minutes were approved as circulated.

**4. New Business**

4.1 Execution of Municipal - Industry Stewardship Plan (ISP) Material Service Agreement with Product Care Association (PCA) - the administration report was reviewed and will be forwarded to Council for approval.

4.2 In-Kind Services for 2015 International Boundary Waters Dragon Boat Festival - the memo was reviewed, where a decision was made on whether or not the Town would be spraying down the docks prior to the event. It was decided that the Town will not be supplying labour and equipment to perform this task. However the Boundary Waters Dragon Boat Club is welcome to perform this task if they feel it is necessary. Also the Operations and Facilities Executive committee wants to ensure the picnic tables are returned in a clean state. Councillor Ken Perry informed the committee that spare garbage containers are required for the event and not dumpsters. The memo will be revised to reflect these changes.

4.3 Proposal from a General Public Dog Park Group - to develop an off-leash Dog Park on the Old West End Rink Property - the memo and background information was reviewed where the Operations and Facilities Executive Committee recommends the following:

- 1) The request to utilize the Old West End Rink Property to be developed into an Off-Leash Dog Park be denied with the understanding that the Planning and Development Department and Executive Committee coordinate the investigation with both the Town's Off-Leash Dog Park Advisory committee and the new dog park group into the possibility of developing a new dog park along 8th street.

The memo will be revised to reflect the recommendation and forwarded to the Planning and Development Executive Committee Chairperson.

**5. Outstanding Items**

5.1 Strategic Plan Initiatives - CAO to expand - Mark McCaig outlined the four (4) previous initiatives, after a lengthy discussion no new initiatives were put forward.

- 5.2 Sewer Systems Management By-Law. ( to be discussed at the meeting on May 20, 2015). - this item was deferred to a later meeting when Doug Herr and Paul Ryan are present to ensure all members of management and Council are fully aware of the new items outlined in the draft by-law.

6. CALL FOR NON-AGENDA ITEMS

- 6.1 Awarding Tender 15-OF-03 - MHSW Service Provider - the Operations and Facilities Manager Doug Brown handed out an administration report. The administration report was reviewed and will be forwarded to Council for approval.

6.2 In- Camera

Identifiable Individual - Councillor Doug Kitowski indicated that he wanted to go in camera. A motion moved by Doug Kitowski and seconded by June Caul for the Operations and Facilities Executive Committee to go in camera at 9:16 a.m. After a brief discussion the Operations and Facilities Executive Committee closed the in-camera portion of the meeting and returned to an open meeting at 9:18 a.m.

7. Information

- 7.1 Operations and Facilities Division - Environmental Area - Operations Statistics - March 2015 - the Operations Statistics for the Environmental Area for March 2015 were reviewed and will be forwarded to Council as information only. No action required.
- 7.2 Operations and Facilities Division - Public Works Area - Operations Statistics - February 2015 - the Operations Statistics for the Public Works Area for February 2015 were reviewed and will be forwarded to Council for information only. No action required.
- 7.3 Operations and Facilities Division - Public Works Area - Operations Statistics - March 2015 - the Operations Statistics for the Public Works Area for March 2015 were reviewed and will be forwarded to Council for information only. No action required.

8. Adjourn / Next Meeting Date  
9:25 a.m.

There being no further matters before this Committee at this time this meeting was closed.

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Executive Committee Chair

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D. Brown, Manager of Operations & Facilities

## COMMITTEE OF ADJUSTMENT Minutes of Meeting – 20 April 2015

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The regular meeting of the Committee of Adjustment for the Town of Fort Frances was held on April 20, 2015 in the Civic Centre Committee Room at 5:00 p.m. with the following present:

Gary Rogozinski, Irene Laing, Charleen Mallory, Jennifer Greenhalgh, Viktor Nowak, Cindy Mason, Alan Zucchiatti, Faye Flatt, Municipal Planner/Secretary-Treasurer, Mark Jodoin, Lori Pattison, Gord Lemay, Dave Petsnick, Lawrence Phillips, Walter Laing

1. **Call to Order** – Chair Rogozinski confirmed quorum and called the meeting to order at 5:02 pm.
2. **Declarations, Municipal Conflict of Interest Act** – None
3. **Minutes** - F. Flatt notes that although the minutes of the January 26<sup>th</sup> meeting had been approved, there were errors and presented revised minutes for approval. The minutes of January 26, 2015 were approved as amended and the minutes of February 25, 2015 as prepared and circulated.
4. **Committee Applications**
  - a) **A2/2015 – 208 Armit Avenue** – Variance Application to reduce the minimum frontage required per unit for a duplex from 16 m. to 14.9 metres to permit the existing structure to be converted to a duplex.  
**Decision of Committee** - The application was **approved** with conditions with reasons as noted on the decision.  
**Condition(s)** - That as required by the building department, the property owner or agent must apply for and obtain a building permit for the conversion of the single detached dwelling to a duplex.
  - b) **A13/2015 – 1127 First St. E.** (deferred from October 2014) - Variance Application to decrease the minimum distance between a main building and accessory building from 2 m. to 1.169 m. (modified from .71 as constructed) to accommodate deck constructed by contractor without benefit of building permit.  
**Decision of Committee** - The application was **approved** with conditions with reasons as noted on the decision.  
**Condition(s)** - That the variance applies to the existing structures only. If reconstructed, other than as a result of demolition by fire, future buildings must comply with zoning regulations.
  - c) **B1/2015 – Pit Rd. #1** – Consent Application to sever a strip of property 20.8 metres in width along the north limit of retained property as a lot addition to the adjacent property to the north; And to retain an easement for water and sewer services 8 metres in width along the east limit of the severed land.  
**Decision of Committee** - The application was **approved** with conditions.  
**Condition(s)** - As are set out on the decision.
  - d) **B2/2015 – Pit Rd. #1** – Consent Application to create an easement for water and sewer services 8 metres in width along the east limit of the severed land.  
**Decision of Committee** - The application was **approved** with conditions.

**Condition(s)** - As are set out on the decision.

**5. Other –**

- a) Reference binders were distributed to committee members.

**6. Information – None**

**7. Adjournment –** The meeting closed at 5:45 pm

*"original signed by Viktor Nowak"*  
A-Chair/Vice-Chair

*"original signed by Faye Flatt"*  
Secretary-Treasurer

Approved: May 19, 2015