

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 05-275**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN OF AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF INDIAN AND NORTHERN AFFAIRS CANADA**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement with Her Majesty The Queen In Right of Canada as represented by the Minister of Indian and Northern Affairs Canada, attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 5th day of December, 2005

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

## **SCHEDULE "A"**

**THIS COMPREHENSIVE FUNDING AGREEMENT** made in triplicate this \_\_\_\_ day of December 2005;

### **BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Indian and Northern Affairs Canada (the "Minster")

and

**THE CORPORATION OF THE CITY OF PETERBOROUGH**  
(the "City")

**WHEREAS** Her Majesty the Queen in right of Canada, as represented by the Minister of Indian and Northern Affairs Canada (the "Minister") has requested that the Corporation of the City of Peterborough (the "City") provide assistance by facilitating the delivery of emergency management services, support and assistance ("Emergency Response") to the Kashechewan First Nation ("Kashechewan") required by the evacuation of residents from Kashechewan (the "Evacuees") and the Evacuees' arrival in the City commencing on or about 2 November 2005;

**AND WHEREAS** the City has agreed to extend Emergency Response to the Evacuees on behalf of the Minister, in accordance with the terms and conditions of this Agreement;

**AND WHEREAS** the City shall provide Emergency Response in a manner consistent with the health, safety and general welfare of the Evacuees and its own citizens and in accordance with this Agreement;

**AND WHEREAS** the purpose of this Agreement is to establish the scope of such assistance and the responsibilities of the Parties;

**AND WHEREAS** the City shall provide Emergency Response and support to the Evacuees, in consideration of the Minister's agreement to reimburse the City for all the financial expenditures contemplated by this Agreement, and the Minister's commitment to make full payment of monies owing under this Agreement and to use best efforts to do so promptly;

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

## DEFINITIONS

In this Agreement the following words shall have the following meaning:

**Administrative Fee** - means a fee for management and administrative services provided by the City under this Agreement, including but not limited to the following types of activities and services: payroll administration, financial administration including issuance of work orders and payment thereof, bookkeeping services, purchasing and procurement services, legal services, internal communications activities, insurance, mail and duplicating costs, interest and service charges and the services of City management staff relating to internal reporting to authorized representatives of the City or to Committee and Council. The administrative fee is to be calculated as 10% of an invoice for Reimbursable Expenses under this Agreement. Reimbursable Expenses shall include all amounts eligible for reimbursement as incremental costs and operational costs pursuant to Article 1.3 and the Schedules "A" and "B";

**Agency** – means an authority, board, committee or other entity authorized to act on behalf on the City;

**Amendment** – means a formal change to the terms and conditions of this Agreement which is executed by the Parties;

**Band** – means a band as defined by the *Indian Act*, R.S. 1985, c. I-5;

**Contribution** – means a payment for a specified purpose that is subject to being accounted for or awarded for the purpose of determining adherence to the terms and conditions of payment and for which unexpended balances or unallowable expenditures are to be reimbursed to the Minister;

**Emergency Response** – includes, but is not limited to, liaison and advice, the procedures for arranging, coordinating and directing personnel, services, equipment or material resources to an emergency, the costs associated with evacuating a community including transportation of equipment and evacuees, accommodation, food, recreation, security, reception centre support and other mutually agreed upon miscellaneous costs and the services contemplated by Schedule "A" and Schedule "B", attached hereto and forming part of this Agreement;

**Evacuees** – means residents of Kashechewan evacuated to the City in October or November 2005;

**Kashechewan First Nation** – means the Kashechewan Band;

**Parties** – means the Minister and the City;

**Surplus** – means the amount by which funds provided by the Minister exceeds Reimbursable Expenses made by the City for delivery of Emergency Response pursuant to this Agreement.

## **ARTICLE 1 – GENERAL TERMS AND CONDITIONS**

### **Assistance**

- 1.1 The City shall provide Emergency Response to the Evacuees pursuant to the terms and conditions of this Agreement, in order to facilitate and support the Evacuees within the City and to provide on-going support to the Evacuees in such manner and to such extent as is reasonably necessary to ensure the health, safety and general welfare of the Evacuees up to and including the time of their return to Kashechewan, or alternatively until such time as this Agreement is terminated in accordance with Article 8 below.
- 1.2 The Minister agrees to make Contribution payments to reimburse the City's expenses in accordance with the provisions of this Agreement. The total amount of such payments to the City for Emergency Response shall not exceed Two Million, Five-Hundred Thousand (\$2,500,00.00) dollars.

### **Reimbursable Expenses**

- 1.3 In consideration of the City agreeing to provide the Emergency Response, and the assistance outlined in Article 1.1, as requested by the Minister, the Minister shall make Contribution payments to reimburse the City for:
- a. The operational costs and expenses referred to in the attached **Schedule "A"**;
  - b. The incremental costs referred to in the attached **Schedule "B"**;
  - c. Any costs agreed upon by the Parties in accordance with Article 1.8.
- 1.4 The Minister undertakes to pay the Contribution payments required by this Agreement and to use best efforts to do so promptly.

### **Administrative Fee**

- 1.5 In addition to the reimbursable expenses described in Article 1.3 above, the Minister shall pay the City an administrative fee as defined in this Agreement.

### **Responsibilities**

- 1.6 The Parties agree that the City shall deliver, or facilitate the delivery of services, support, assistance and Emergency Response in accordance with this Agreement. The City shall use its best efforts to consult with and engage the Minister's designated representative(s) and representatives from amongst the Evacuees in its decision-making processes. However, it is agreed that the City shall be the sole and final judge as to whether or not it can respond and to what extent it can comply with specific requests for assistance from the Minister and/or the Evacuees.
- 1.7 The Parties understand and agree that the Minister shall be the City's primary contact and liaison for the purpose of this Agreement. The Minister shall be responsible for the payment of all Reimbursable Expenses and incremental costs to the City notwithstanding that those amounts may be the responsibility of another federal department or agency. The City agrees to subrogate its right to collect such amounts to the Minister. The City and the Minister acknowledge that inquiries regarding expenditures related to health may be made by officials from Health Canada rather than from the Minister directly.

### **Additional Expenses**

- 1.8 Where the City is of the view that an expenditure is in the best interests of the Evacuees and the expenditure is not included on Schedule "A" or "B" to this Agreement, such Additional Expenses shall be addressed as follows:
- a. If the expenditure is less than \$25,000.00 the City can expend the amount and have it included in the incremental expenses to be reimbursed if the City has received the written approval of Rose M. John, Funding Services Officer for INAC or her designate; or
  - b. If the expenditure is greater than \$25,000.00, the City can expend the amount and have it included in the incremental expenses to be reimbursed if the City has received the written consent of the Director of Funding Services, INAC, Thunder Bay.
- 1.9 The Minister shall respond promptly to requests for Additional Expenses.

### **ARTICLE 2 – TERMS OF PAYMENT**

- 2.1 The Minister shall make a Contribution Payment to the City of Seven-Hundred and Fifty Thousand (\$750,000.00) dollars (the "Initial Allocation") upon the execution of this Agreement. The Parties agree and acknowledge that, in the event the City's Reimbursable Expenses exceed the Initial Allocation, the Minister shall pay the City in accordance with Article 2.3 below.

- 2.2 The Minister shall pay the City a further Two-Hundred and Fifty Thousand (\$250,000.00) dollars (the "Subsequent Allocation") Contribution Payment on or before 31 December 2005 and on or before the 30<sup>th</sup> day of each subsequent month for the duration of the Evacuation. The Parties agree and acknowledge that, in the event the City's Reimbursable Expenses exceed any Subsequent Allocation, the Minister shall pay the City in accordance with Article 2.3 below.
- 2.3 The City shall submit Interim Expenditure Reports on a monthly basis, in accordance with Appendix "A", which shall include a list of Evacuees, location of Evacuees, dates at each location and details of provision of services. The City shall include all available receipts, invoices, or other documentary evidence substantiating each expenditure or disbursement for reimbursement covering a four-week period. Where the Minister is satisfied with the documentation provided, the Minister shall make best efforts to make payment within thirty (30) days of receiving the City's account. In the event the Minister disputes or requires additional information regarding any account submitted by the City, it shall notify the City in writing, within thirty (30) days of receiving the City's account, which items the Minister is disputing or for which it requires additional information. Pending the resolution of such dispute the Minister shall remit the remaining balance of the invoice to the City in accordance with the Terms of Payment.
- 2.4 The City shall submit a Final Expenditure Report, in accordance with Appendix "A", which shall include a list of Evacuees, location of Evacuees, dates at each location, details of provision of services, and shall be supported by any available receipts, invoices or other documentary evidence substantiating each expenditure or disbursement not previously provided in accordance with Article 2.9.1 within one hundred and twenty (120) days of the termination of this Agreement or March 31, 2006, whichever date is earlier.
- 2.5 Notwithstanding anything else in this Agreement, as required by Section 40 of the *Financial Administration Act* R.S. 1985, c. F-11, funding under this Agreement is subject to appropriation of funds by Parliament with respect to the particular programs, services and activities set out in this Agreement. The Minister shall notify the City, in writing, of any cancellation or reduction in the funding provided pursuant to this Agreement, in the event that the Minister's funding levels are changed by Parliament.
- 2.6 The City shall promptly declare in writing to the Minister any amount it owes to the Crown pursuant to any legislation, regulation or under any other Arrangement, and any such amount is a debt due and payable to the Crown and may thereafter be set off by the Minister against any amount payable by the Minister to the City under this Agreement.

- 2.7 Where the amount of Contribution funding provided under this Agreement exceeds \$100,000, the City warrants that it has notified the Minister in writing of the amount and of the sources of funding received or that it expects to receive from any federal, provincial and municipal government source other than the Minister for the purpose of providing any program, service and activity for which funding is provided under this Agreement, and will promptly notify the Minister in writing of any further such funding that it receives after execution of this Agreement. The total of such amounts (up to the aggregate of the amount payable under this Agreement) received by the City from such other sources shall be repaid by the City to the Minister, and shall be deemed to be a debt due to the Minister and may thereafter be set off by the Minister against any amount payable by the Minister to the City under this Agreement.

### **Surplus**

- 2.8 The City shall reimburse the Minister any surplus monies received from the Minister within thirty (30) days of the delivery of the Final Expenditure Report. The City acknowledges that any Surplus amount outstanding at the termination of this Agreement is a debt owing to the Crown.

### **Financial Reporting**

- 2.9.1 The City shall maintain financial records and prepare financial statements in accordance with Appendix "A" which shall be delivered to the Minister within one hundred and twenty (120) days of the Termination of this Agreement.
- 2.9.2 Where the deadline for receipt of the financial statements required under this Agreement has not been complied with, the Minister may require that an independent auditor be appointed immediately by the City. Should the City refuse to abide by the Minister's request, the Minister may appoint an independent auditor whose reasonable cost shall be paid by the City. The City shall ensure that such auditor shall have reasonable access to records and files.
- 2.9.3 The Minister shall provide the City with notice and general comments within thirty (30) days of receiving the City's final financial statement prepared in accordance with the requirements of Appendix "A".
- 2.9.4 The City shall use its best efforts to provide the Minister with all information he reasonably requires in accordance with this Agreement and in support of the Contribution Payments received by the City.

**ARTICLE 3 – RECORDS AND CONFIDENTIALITY**

- 3.1 The City shall maintain records concerning the delivery of the Emergency Response and assistance contemplated by this Agreement.
- 3.2 The City shall use its best efforts to promptly provide the Minister with any reasonably requested record contemplated by Article 3.1.
- 3.3 The City shall allow the Minister access to all records relating to any information reported under the terms and conditions of this Agreement. This right shall not be exercised without reasonable cause. The City shall be notified in writing of such cause.
- 3.4 For further clarity the Minister:
- a. may request access to such records referred to in Articles 3.1, 3.2 and/or 3.3 above for purposes including:
    - i. compliance review for the purpose of determining eligibility and adherence to established standards; and
    - ii. review of the quality of data which the Minister uses for resourcing, operations, accountability, policy/planning and statutory requirements.
  - b. shall notify the City in writing, at least two (2) weeks in advance of the requirement for access to the City's records in accordance with Article 9 and shall inform the City of the tests the Minister shall perform to confirm the quality of information reported by the City under the terms and conditions of this Agreement.
- 3.5 The City and the Minister acknowledge that they are subject to applicable provincial and federal privacy laws, respectively, and that they shall not use or disclose personal information except in accordance with this Agreement.

**ARTICLE 4 – DEFAULT**

- 4.1 Either Party shall be in default of this Agreement in the event that the terms and conditions of this Agreement are not being met, provided the defaulting Party has been given a reasonable period to rectify the default and has failed to do so.
- 4.2 In the event either Party is in default, or is alleged to be in default by the other Party, the Parties agree that they will meet expeditiously to review and resolve the default, or alleged default, prior to exercising any remedy available at law.

**ARTICLE 5 – PROVISION OF INFORMATION**

- 5.1 The Minister shall provide the City with:
- a. any fiscal management policies relevant to the funding provided for in this Agreement upon such policy becoming available to the public; and
  - b. any publicly available information or guidelines relevant to the programs, services, and activities contemplated by this Agreement.

**ARTICLE 6 – SUBJECT MATTER OF THE AGREEMENT**

- 6.1 This Agreement is only for the funding and delivery of Emergency Response in accordance with its terms and conditions.

**ARTICLE 7 – AMENDMENTS**

- 7.1 All amendments to this Agreement shall be made in writing and executed by both Parties.

**ARTICLE 8 – TERMINATION**

- 8.1 Effective 30 November 2005, the Minister agrees that Emergency Response is being provided by the City subject to its ability to sustain the delivery of Emergency Response and that the City may cease the delivery of Emergency Response upon forty-eight hours written notice.
- 8.2 Upon the termination of this Agreement, the Minister shall, at its sole expense, provide transportation and/or other accommodations to the Evacuees.

**ARTICLE 9 – NOTICE**

- 9.1 Any notice to be given by either party to the other, shall be provided by facsimile or by registered mail to the following people.

**For the City:**

Nancy Wright-Laking  
City Clerk  
City Hall  
500 George Street North  
Peterborough, Ontario K9H 3R9

F: 705.742.4138

**For the Minister:**

c/o Director, Funding Services  
Indian and Northern Affairs Canada  
100 Anemki Drive, Suite 101  
Thunder Bay, Ontario P73 1A5

F: 807.623.3616

- 9.2 Any notice provided by way of facsimile shall be effective upon the day following the successful facsimile transmission and any notice provided by way of registered mail shall be effective on the tenth (10<sup>th</sup>) day following the mailing of such notice.

**ARTICLE 10 – EXTENT OF AGREEMENT**

- 10.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supercedes all previous Agreements relating to it unless they are incorporated by reference in this Agreement.
- 10.2 The Schedules attached hereto form part of this Agreement.

**ARTICLE 11 – SUCCESSORS**

- 11.1 This Agreement shall be binding upon the Parties and their respective administrators and successors.

**ARTICLE 12 – REPRESENTATION OF AUTHORITY**

- 12.1 For the purposes of this Agreement, the City agrees not to represent itself as an agent of the Minister.

**ARTICLE 13 – CONFLICT OF INTEREST REGARDING FEDERAL OFFICIALS**

- 13.1 No member of the Senate of House of Commons of Canada shall be admitted to have any share or part of this Agreement or any benefit arising therefrom.
- 13.2 No individual for whom the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment for the Public Service* apply will derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.
- 13.3 The City warrants that any person lobbying on behalf of the City, other than a member of City council or an officer or employee of the City, with respect to this Arrangement is registered pursuant to the *Lobbyist Registration Act*, R.S. 1985, c.44 (4<sup>th</sup> Supp.).

**ARTICLE 14 – INDEMNITY**

- 14.1 The City shall hold and save harmless and fully indemnify the Minister, his officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the City, any breach of this Agreement by the City, and performance or nonperformance (in whole or in part) of the City's obligations under this Agreement.
- 14.2 The Minister shall hold and save harmless and fully indemnify the City, its officers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Minister, any breach of this Agreement by the Minister, and performance or nonperformance (in whole or in part) of the Minister's obligations under this Agreement.
- 14.3 Notwithstanding Article 14.2, in no circumstance shall the Minister be liable for any act of negligence unless the Minister would be liable under the *Crown Liability and Proceedings Act*, R.S 1985. c.C-50.

**ARTICLE 15 – CONTACT PERSONS**

- 15.1 The following people, or their designates, have the authority to give direction concerning this Agreement:

**For the City:**

Trent Gervais  
Deputy Fire Chief and  
Community and Emergency Management Co-ordinator  
T: 705.745.3284 ext. 216  
C: 705.760.1453  
E: tgervais@city.peterborough.on.ca

**For the Minister:**

The Director, Funding Services  
Indian and Northern Affairs Canada  
100 Anemki Drive, Suite 101  
Thunder Bay, Ontario P73 1A5

F: 807.623.3616

- 15.2 For greater clarity, the Minister’s representative referred to in Article 15.1 shall have the authority to approve any reimbursable expense not referred to or implied by Schedule “A” or “B” and such authority, once given in writing, shall bind the Minister to reimburse the City.

**ARTICLE 16 – SURVIVAL OF CERTAIN TERMS AND CONDITIONS**

- 16.1 The Parties agree that Articles 2, 3, 4, 5, 8, 9, 10, 14, and 16 shall survive the termination of this Agreement.



**APPENDIX "A"****STATEMENT OF REVENUE AND EXPENDITURE**

- 1 The City shall provide the Minister with a final statement of revenue and expenditure to account for the funds provided through this Agreement.
- 2 The statement of revenue and expenditure shall include the following:
  - a. A statement of revenue and expenditure for the Emergency Response and other assistance funded by this Agreement and signed by the City. More specifically:
    - i. The statement should be presented on an accrual basis;
    - ii. The Revenue section of the statement should include funding/revenue from the Minister;
    - iii. The expenditure section of the statement should include all expenditures relating to the programs, services and activities contemplated by this Agreement; and
    - iv. The amounts due to/from the Minister should be disclosed. The City must reimburse any unexpended balances or unallowable expenditures to the Minister and disclose these amounts as an account payable. Also, any claims eligible for reimbursement under the terms and conditions of this Agreement will be reimbursed by the Minister to the City and must be disclosed as an account receivable.
  - b. The accompanying notes to the statement of revenue and expenditure.

## SCHEDULE "A"

### REIMBURSABLE EXPENSES – OPERATIONAL COSTS

- A. The Parties agree that, in the event of any ambiguity or overlap between Schedules "A" and "B", that the Agreement will be interpreted in a generous manner in favour of the City. The purpose of itemizing reimbursable expenses and incremental costs is to set out, as clearly as possible the types of costs and expenditures for which the Minister will reimburse the City.
- B. The procurement of goods and services which have been authorized by the Minister include:
1. Staff wages plus benefits for staff members engaged in the delivery, or, who facilitate the delivery, of services to the Evacuees under the terms and conditions of the Agreement;
  2. Overtime wages plus benefits for staff members engaged in the delivery or who facilitate the delivery of services to the Evacuees;
  3. Expenditures relating to the staffing and support of the Emergency Operations Centre, administration, and transition support teams; such as,

#### **LOGISTICAL**

Legal interpretations  
 Insurance interpretations  
 GIS Services and Maps  
 Printing, Paper and Stationary  
 Office supplies  
 Courier fees  
 Meals for staff and volunteers

#### **IT / IS / Communication**

Two way radios and pagers  
 Internet Connectivity (LAN, cable)  
 LAN at evacuation centre  
 Network Cabling  
 Cell phones  
 Telecommunication lines  
 Computers and software  
 Fax machines  
 Long distance  
 Media – translation, transcripts and advertising  
 Communication with Kashechewan

4. All costs associated with meeting the physical and/or mental health care needs of the Evacuees; such as:

**Medical**

Medical first aid and primary care assessment supplies

Pharmacy dispensing fees, prescription drugs and non-prescription medicines

Medical assistive devices, such as eyeglasses, hearing aids, dentures, canes, wheelchairs

**Community Support Services**

Critical Incident Stress Management

Alcohol and Substance Abuse Counseling

Stress Counseling

5. All costs associated with supporting the Kashechewan Social Services Administrator to meet the Social Assistance/Ontario Works requirements of the Kashechewan Evacuees;
6. All costs associated with supporting the Kashechewan Education authority to meet the educational requirements of any Evacuee who was, immediately prior to the evacuation, enrolled in primary, elementary or high school;
7. All costs associated with the provision of food, sundries, personal hygiene items, clothing, bedding, accommodation and security (at the site of their accommodation) for the Evacuees; such as

**Housing and Meals**

Accommodations and meals (including any special dietary needs)

Catering Services

Laundry services

Cots, linens, cribs

Garbage services

Food, beverages, snacks

Small and large kitchen appliances

Utensils

Costs associated with the repair or replacement of damaged or missing items from any accommodation site

Costs associated with the repair of any accommodation site

**Individual Items**

Formula, baby bottles, other baby care items

Clothing

Personal care items

Items required to adequately care for children, infants ( e.g. strollers, car seats, play pens, cribs, meal assistance)  
Wrist bracelets for the identification of children

**Public Safety and Security**

Security Services

Police Services

Fire Prevention Services

**Environmental**

Air Quality Assessment Services

Cleaning services and supplies

8. All costs associated with meeting the reasonable recreational, entertainment and cultural needs of the Evacuees; such as

Children's Costumes for Halloween, if applicable

Television and video rental

Toys

Activity tickets (for example: hockey tickets, community attractions)

Feasts

Cultural interpretation and language translation

9. All costs associated with the rental of any required furniture and or appliances.

10. All costs associated with the provision of transportation for Evacuees, and supplies and personal belongings including but not limited to:

Aircraft Charters

Taxi's

Bus fare and bus passes

City buses for mass transport

City vehicles

Rental vehicles

Drivers

Fuel

Mileage

11. All costs associated with the exclusive use of public buildings, or a portion thereof, by or on behalf of, the Evacuees; such as:

Office space for medical and non-governmental organizations providing support

Office space for locally based Kashechewan or Tribal Council representatives supporting the Evacuees

Utilities, including hook up charges

12. For the duration of the evacuation, all costs associated with the lease or purchase (whichever is most cost-effective) of any communication equipment, required by persons delivering services to the Evacuees;
13. The Minister's list of Incremental Costs attached as Schedule "B"; and
14. Any other costs agreed upon by the Minister and the City.

## **SCHEDULE "B"**

### **REIMBURSEABLE EXPENSES - INCREMENTAL COSTS**

Incremental costs are the cost incurred that would not have been incurred had the goods and services not be provided. With respect to this Agreement, they apply to emergency response services. Emergency response includes, but is not limited to, liaison and advise, the procedures for arranging, coordinating and directing personnel, services, equipment or material resources to an emergency, the costs associated with evacuating a community including transportation, accommodation, feeding, and evacuation and reception centre support and such other miscellaneous cost including, but not limited to, labour and contracting costs. Examples of incremental costs for emergency response services include:

1. The cost of overtime wages and benefits for employees involved in providing services.
2. The cost of accommodation and meals provided to personnel involved in providing services.
3. Transportation and traveling expenses of personnel involved in providing services.
4. Communications expenses incurred in the course of the service being provided.
5. The charges or fees paid for services obtained for the purpose of providing the services.
6. The cost of packaging, repairing, or restoring (including cleaning and laundering), and re-warehousing material used in the course of the service being provided and returned thereafter.
7. The cost of replacing material consumed, lost, destroyed, or damaged beyond repair in the course of the service being provided, including material provided by contractors, calculated at the current replacement cost.
8. The cost of petrol, oil, lubricants, spares, unscheduled maintenance and contract repair and overhaul required in or resulting from the use of any vessel, shop, aircraft, helicopter, vehicle and other equipment used in providing the service.
9. The cost of the transportation of personnel and freight to the location required for the services to be provided and their return.
10. The cost of the operation, including utilities consumed, unscheduled repair and maintenance including cleaning, and restoration of buildings and facilities used in providing the service.
11. The cost of administration in providing the service.
12. Transportation, accommodation, meals, host community and incidental costs for evacuees as required.