

# TOWN OF FORT FRANCES

AGENDA - June 24, 2019

## COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre  
(Session No. 020) 5:30 PM

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1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof.**
4. **In-Camera:**
  - 4.1 Personal matters about an identifiable individual, including municipal or local board employees: Personnel Matter O&F
  - 4.2 Personal matters about an identifiable individual, including municipal or local board employees: Personnel Matter Comm. Svcs.
  - 4.3 Personal matters about an identifiable individual, including municipal or local board employees: Personnel Matter Comm. Svcs.
  - 4.4 Personal matters about an identifiable individual, including municipal or local board employees: Personnel Matter A & F
5. **Public Session Resumes in Council Chambers:**
6. **Council Reports on Board & Committee Activity:**
  - 6.1 Mayor June Caul - verbal update  
Councillor Douglas Judson - verbal update  
Councillor John McTaggart - verbal update  
Councillor Rick Wiedenhoeft - verbal update
7. **Consent Agenda:**
  - 7.1 Community Museum Operating Grant. 4 - 23  
- approval of this report will agree to the recommendation of the Community Services Executive Committee to authorize submission of the 2019 Community Museum Operating Grant (CMOG) as laid out in the report.
  - 7.2 Memorial Sports Centre Discounts for Staff. 24 - 25  
- approval of this report will agree to the recommendation of the

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Community Services Executive Committee to sanction complimentary fitness centre access and staff discounts at the Memorial Sports Centre as laid out in the report.	
7.3 Diabetes Bin Indemnification.	26
- approval of this report will agree to the recommendation of the Community Services Executive Committee to 1) Remove the Diabetes Bin located on the property south of the Library parking lot; and 2) Endorse having Administration develop a policy before the end of 2019 that outlines the placement of 3rd party assets being located on Town Property and Town Right-of-Ways.	
7.4 Age Friendly Committee Partnership Request.	27 - 31
- approval of this report will agree to the recommendation of the Community Services Executive Committee to sanction a partnership with local organizations looking to undertake a new venture for the Seniors Companion Project as laid out in the report.	
7.5 Violence and Harassment Policies - Annual Review.	32 - 44
- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to implement the Workplace Harassment and Violence Policies as amended.	
7.6 The Sleepy Owl - Billboard Sign Request.	45
- approval of this report will agree to the recommendation of the Planning and Development Executive Committee to authorize the execution of a land use agreement with The Sleepy Owl for installation of a billboard sign on Town property at 1003 Frog Creek Road and further that an authorizing by-law be prepared.	
7.7 Update to Town's Asset Management Policy.	46 - 54
- approval of this report will agree to the recommendation of the Operations and Facilities Executive Committee that the updated Asset Management Policy be approved as laid out in the report.	
7.8 Letter dated May 31, 2019 from Riverside Health Care re: Crosswalk on Sinclair Street.	55 - 56
- approval of this report will agree to the recommendations of the Operations and Facilities Executive Committee as laid out in the report.	
7.9 Request to Place a Can Recycle Depot at the Sorting Gap Marina.	57 - 58
- approval of this report will agree to the recommendation of the Operations and Facilities Executive Committee to 1) Deny the request from the Voyageur Lions Club for placement of a recycle depot at the	

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Sorting Gap Marina; and 2) Endorse having Administration develop a policy before the end of 2019 that outlines the placement of 3rd party assets being located on Town Property and Town Right-of-Ways.	
<b>8. <u>Administration and Finance Division:</u></b>	
8.1 Councillor J. McTaggart - OAPSB Annual Conference Travel and Per Diem.	59 - 72
- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve a Travel Expense and Per Diem Claim in the amount of \$1,254.41 for his attendance at the OAPSB Annual Conference as laid out in the report.	
<b>9. <u>Operations and Facilities Division:</u></b>	
9.1 Verbal Update on Capital Projects	
<b>10. <u>General:</u></b>	
10.1 Proposal for OPP Special Constables to Provide Court Security Services.	73 - 75
- approval of this report will agree to the joint recommendations from D. Brown, CAO and Councillor J. McTaggart, Chair Fort Frances Police Services Board as laid out in the report.	
<b>11. <u>Information:</u></b>	
11.1 Fort Frances Wastewater Treatment Facility - May 2019 Monthly Report.	76 - 82
11.2 Airport Landings and Fuel Sales as of May 31, 2019.	83 - 84
11.3 Sewer and Water Data - Updated June 17, 2019.	85
11.4 May 2019 Complaint Register.	
<b>12. <u>Non-agenda items:</u></b>	
<b>13. <u>ADJOURNMENT</u></b>	



## REPORT

**TO:** Mayor Caul and Council

**FROM:** Jason Kabel, Community Services Division Manager

**DATE:** June 14, 2019

**RE:** **Community Museum Operating Grant (CMOG) 2019**

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### Preamble

For the past several years the Fort Frances Museum has been the beneficiary of the annual Grants Ontario program, Community Museum Operating Grant (CMOG) in the amount of \$21,519.00, that is determined by financial data from the previous year operations. Similarly, the application for 2019 is based upon financial information from 2018 and goals & requirements for 2019. As such, the Museum will apply for the maximum benefit allowable based upon the following metrics:

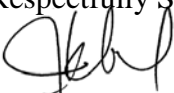
- operating hours, operating days, days per month for at least 8 months – 20 days/month minimum, number of full time paid positions supported, number of volunteers, volunteer hours, paying & non-paying visitors, school groups, student attendees, memberships (individual & family), website visits, and social media followers

Please find the annual Community Museum Operating Grant (CMOG) attached from the Ministry of Tourism, Culture, and Sport for our 2019 annual operating grant.

### Recommendation

The Community Services Executive Committee recommends to Mayor and Council to authorize the submission of the 2019 Community Museum Operating Grant to the Ministry of Tourism, Culture, and Sport by Museum Curator, Sherry George and also to authorize appropriate execution of the grant application on behalf of the Town.

Respectfully Submitted,



Jason Kabel

**Council approval of this report will** authorize the submission of the 2019 Community Museum Operating Grant (CMOG) to the Ministry of Tourism, Culture, and Sport with appropriate execution by Mayor and Clerk.



# Community Museum Operating and Pay Equity Grants (CMOG) 2019-20

Saved: 06/14/2019 13:00

Expand

Validate

Instructions	A - Organization Information	B - Organization Address Information
C - Application Contact information	D - Organization Contact Information	E - Organization Capacity
F - Grant Payment Information	G - Activities	H - Certificate of Insurance
I - Pay Equity	J - Performance Measures	K - Budget: Revenues and Expenses
L - Checklist and Attachments	Terms and Conditions	Declaration/Signing

## Instructions

### How To Complete Application

Before filling out the application read the entire Program/Application Guidelines, which include details about program requirements and descriptions of revenue and expenses. It may be useful to print a copy of the Program/Application Guidelines to refer to while completing the application.

All questions must be answered. Some fields in your application will already have the information you supplied during enrolment or from previous applications.

Ensure you have all of the necessary support materials in electronic format (e.g. scanned/PDF or Word documents to be attached). The required supporting documents are listed in the checklist section of the Program/Application Guidelines.

*Note* that Ministry consideration of an application does not guarantee funding. Applications will be assessed on the basis of the information provided by the applicant within the completed application forms and for their ability to achieve the objectives of the program.

The Ministry cannot guarantee funding to all applicants, nor can the ministry ensure that the total amount requested by successful applicants will be granted. The ministry reserves the right, in its sole discretion, to fund or not fund any particular organization or program for which an application is submitted. The decision to fund all or part of an applicant request will depend on its ability to meet the program requirements and the overall demand for program funding.

## A - Organization Information

**This section is not editable** and displays general information about your organization submitted during the registration process. To make a change to this information, please send an email with the relevant changes to [grantsontariocs@ontario.ca](mailto:grantsontariocs@ontario.ca). Once the change has been made, all future downloaded forms will include the updated information.

Organization Name:

Fort Frances Museum and Cultural Centre

Organization Legal Name:

Corporation of the Town of Fort Frances

Website URL:

[www.fortfrances.ca](http://www.fortfrances.ca)

Type of Legal Entity:

Other

Year Established:

1978

Date Incorporated:

06/19/2012

Corporation Registration Number:

Date of Last Annual General Meeting:

Date of Next Annual General Meeting:

Organization Mandate:

## B - Organization Address Information

**This section is not editable** and displays address information about your organization submitted during the Transfer Payment Common



Registration (TPCR) process. To make a change to this information, please update the address information in your TPCR registration profile. Once the change has been made, all future downloaded forms will include the updated information.

### Business Address

Unit Number:

Street Address 1:	Street Address 2:
City/Town:	Province:
Postal Code:	Country:

### Mailing Address

Unit Number:

Street Address 1: 259 Scott Street	Street Address 2:
City/Town: Fort Frances	Province: ON
Postal Code: P9A1G8	Country: Canada

### C - Application Contact information

The application contact must be selected as the primary contact and assigned the role of applicant. This person will be responsible for grant administration and ministry correspondence.

	Add	Remove
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Salutation: \*

Mrs.

First Name: * Sherry	Last Name: * George	Primary: * <input checked="" type="checkbox"/>
Title: * Curator	Department: Museum	Role: * Applicant
Phone Number (Work): * (807) 274-7891	Phone Number (Mobile):	Email Address: * sgeorge@fortfrances.ca

Signing Authority:

☐

### D - Organization Contact Information

Please identify three additional contacts for your organization.

1. Most senior official for your organization - the elected official with whom a Minister of the Crown would correspond (e.g., Mayor, Board Chair, Reeve, Chief Executive Officer)
2. Other senior staff person - the most senior member of the organization aside from the person listed as the most senior official (e.g., Chief Executive Officer, Director, Treasurer)
3. Payment contact - the person to contact about banking information.

In this application, you must also identify **one** signing authority. This person is authorized to sign this document and thereby agrees to be bound by the terms and conditions outlined in this application if a grant is awarded. If the signing authority was not identified in Section C,

please identify that individual here.

			Remove
Salutation: * Mr.	First Name: * Doug	Last Name: * Brown	
Title: * Town of Fort Frances CAO	Department:	Role: * Other Senior Staff	
Phone Number (Work): * 8072745323	Phone Number (Mobile):	Email Address: * dbrown@fortfrances.ca	
Signing Authority: <input type="checkbox"/>			

			Remove
Salutation: * Ms.	First Name: * June	Last Name: * Caul	
Title: * Mayor	Department:	Role: * Most Senior Official	
Phone Number (Work): * 8072745323	Phone Number (Mobile):	Email Address: * jcaul@fortfrances.ca	
Signing Authority: <input type="checkbox"/>			

			Remove
Salutation: * Ms.	First Name: * Dawn	Last Name: * Galusha	
Title: * Treasurer	Department:	Role: * Other Senior Staff	
Phone Number (Work): * 8072745323	Phone Number (Mobile):	Email Address: * dgalusha@fortfrances.ca	
Signing Authority: <input checked="" type="checkbox"/>			

			Add	Remove
Salutation: * Ms.	First Name: * Lisa	Last Name: * Slomke		
Title: * Town Clerk	Department:	Role: * Other Senior Staff		
Phone Number (Work): * 8072745323	Phone Number (Mobile):	Email Address: * lslomke@fortfrances.ca		
Signing Authority: <input type="checkbox"/>				

### E - Organization Capacity

Number of Full-Time Staff: * 2	Number of Part-Time Staff: * 5	Number of Volunteers: * 46
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### F - Grant Payment Information

#### Direct Deposit Enrollment Request or Electronic Funds Transfer

Should your application be successful, direct deposit is the best method for releasing funds.

Electronic Funds Transfers (EFTs) are fast, easy and secure and eliminate the risk of cheques being lost, stolen or damaged. Registration and updates for EFT can be done either online or by hard copy.



The EFT form can be obtained from [Supply Chain Ontario](#).

If you have questions, please review our Frequently Asked Questions on the [Grants Ontario Portal](#) or call the OSS Contact Centre at 416-212-2345 or toll-free at 1-866-320-1756.

### Direct Deposit

Do you have an active Direct Deposit payment set up with the Government of Ontario? If NO, please complete the EFT form by following the instructions for submission. \*

Yes

### Payment Address

Payment Organization Name (maximum 250 characters): \*

Town of Fort Frances

Street Address 1: \*

320 Portage Avenue

Street Address 2:

City/Town: \*

Fort Frances

Province: \*

ON

Postal Code: \*

P9A3P9

Method of Payment: \*

Electronic Fund Transfer

### G - Activities

#### ANNUAL REPORT OR ACTIVITY REPORT 2018

All applicants must report on their 2018 Museum's activities. If your report exceeds the number of characters allowed, you may submit your organization's official 2018 Annual Report. Your report should include updates and developments in the following areas:

- Staff Development
- Maintenance
- Curatorial Activities, such as research and collections management
- Conservation
- Exhibitions
- Interpretation/Education
- Marketing/Public Relations
- Governance/Policy

You have a maximum 2,000 characters for your report. If it will exceed the number of characters allowed, you may submit your organization's official 2018 Annual Report instead.

Attaching ACTIVITY Report? (Yes or No) \*

Yes

Attaching ANNUAL Report? (Yes or No) \*

No

### MINUTES FROM ANNUAL GENERAL MEETING (AGM)

Please provide Board-approved minutes from the previous AGM.

If your organization does not hold an AGM, provide the minutes from the committee, council, or board meetings at which the year-end results were presented to the governing body.

Attaching Minutes? (Yes or No) \*

Yes

If NO, explain (maximum 500 characters).



**CURATOR AND BOARD MEMBERS INFORMATION**

Did your organization have a new curator in 2018? (Yes or No) \*

No

If YES, please indicate this individual's title, length of employment and educational/professional qualifications (maximum 2,000 characters).

List Board Members' names, positions and years served (maximum 2,000 characters).

If there is insufficient space, please attach your list to the case and indicate that in the checklist in Section L.

Debbie Ballard, Fort Frances resident, 8th year, chair

Robert Schulz, Fort Frances resident, 8th year

Mary Hickling, Fort Frances resident, 6th year

Caren Fagerdahl, Fort Frances resident, 4th year

Nell Laur, Fort Frances resident, 2nd year

Attaching list? (Yes or No) \*

No

**POLICIES AND STANDARDS**

The 10 Standards for Community Museums represent the minimum requirements for the operation of a good community museum. These standards cover all areas of museum operations and are based on accepted best practices in the museum community. Community museums must meet the standards to qualify for funding under the Community Museum Operating Grant.

**This year**, the Governance Standard requires a Strategic Plan. Please submit a 3-5 Year Strategic Plan OR a letter from your governing body explaining when your Strategic Plan will be submitted. Attach **one** of the following:

- A current Strategic Plan that extends until at least 2020; or
- A letter from your governing body that confirms that you are working on a plan or updating your existing plan and when it is expected to be complete.

Do you have new or revised policies that were created in 2018? (Yes or No) \*

No

If YES, please specify (maximum 2,000 characters).

Only include new policies or updated policies and indicate the sections of the updated policies and/or highlight the revised sections. Attach the document with your application.

Attaching document, if applicable? (Yes or No) \*

No

Attaching a copy of your organization's current Strategic Plan that extends to 2020? (Yes or No) \*

Yes

Attaching a letter from your governing body that confirms that you are working on a plan or are updating your existing plan and when it is

No

**H - Certificate of Insurance**

All applicants are required to carry at least \$2,000,000 Commercial General Liability Insurance coverage for the period covering **April 1, 2019 to March 31, 2020** with continuous coverage before funding can be dispensed. The COI must be valid and in effect for the duration of the funding period and/or replacements that occur during the funding period. Your policy must include: Third-party bodily injury, Personal injury; Property damage; Cross-liability and Contractual liability coverage per occurrence basis. Please refer to the application legal terms and conditions, Section 11.0 and also the Program and Application Guidelines for additional details to be included onto your policy. **You may be**

asked to provide copies upon request.

Does your organization have a valid Certificate of Insurance that meets all the conditions and requirements as set out in the Legal Terms and Conditions Insurance clause? (Yes or No) \*

Yes

In NO, explain (maximum 2,000 characters).

I attest that the Certificate of Insurance for my organization meets all of the conditions and requirements set out above.



### I - Pay Equity

The Ministry provided Pay Equity funding to eligible museums to be used for pay equity female job class adjustments last fiscal year.

1. Did your organization receive Pay Equity funding last year? \*

Yes

2. What is the total number of female job classes supplemented?

1

3. Did you use the total amount of Pay Equity funding for its sole pay equity purpose?

Yes

If NO, explain why funds were not used (maximum 2,000 characters).

### J - Performance Measures

Ministry Provided Performance Metrics

No.	Metric	Description	Actual *
1	Staff – Full-Time	Number of paid positions, full-time and part-time, including contract or temporary positions, in 2018. Number of full-time employees (FTE = 30hrs +/-week)	2
2	Staff – Part-Time	Number of part-time employees in 2018, including contract or temporary employees	5
3	Operating HOURS – Seasonal	Number of operating hours for Seasonal museums only (360 hours minimum)	0
4	Operating DAYS – Seasonal	Number of operating days for Seasonal museums only (60 days minimum)	0
5	Operating HOURS – Year-Round	Number of operating hours for Year-Round museums only (1,060 hours minimum)	1627
6	Operating DAYS – Year-Round	Number of operating days for Year-Round museums only (180 days minimum)	283



7	How many times the Board met in 2018, including its Annual General Meetings (AGM)	Number of times the board met in 2018, including Annual General Meetings (AGM)	11
8	Volunteer Hours	Number of volunteer hours in 2018	1867
9	Visitors	Number of visitors in 2018 (paying, non-paying, public programs and students)	6625
10	Visitors – Schools Groups	Number of school groups in 2018	26
11	Visitors – Schools, Students Only	Number of students in 2018	527
12	Visitors – Public Programs Only	Number of visitors who attended public museum programs in 2018	419
13	Website Visitors	Number of website visits in 2018	5992
14	Social Media Followers	Number of social media followers (Facebook, Twitter, etc.)	1669
15	Programs and Activities – French	Number of programs and/or activities conducted in French in 2018	0
16	Programs and Activities – Indigenous	Number of programs and/or activities conducted 2018 about First Nations, Metis, and Inuit history and heritage	17
17	Pay Equity Funding Amount	Total amount of Pay Equity funding received from the Ministry of Tourism, Culture and Sport in 2018	\$600
18	Pay Equity Positions	Total number of Pay Equity Female Job Classes the ministry's funding supported in 2018	1

### K - Budget: Revenues and Expenses

Please refer to the program and application guidelines for the financial requirements submission.

Item	Description	Amount
<b>2018 REVENUES - Please list all revenue for 2018</b>		
<b>1. Government Grants</b>		
<b>Grant Name</b>		
Only list grants funded by the provincial and federal governments and their agencies.		
CMOG - Ministry of Tourism, Culture and Sport Grant Operating Grant		20,919.00
Pay Equity Grant - Ministry of Tourism, Culture and Sport Grant		600.00
Other Government Grants (please specify)	NOHFC - provincial internship Summer Experience - provincial student	34,576.28
Subtotal 1 Government Grants		56,095.28



**2. Municipal Government Contribution(s)**

Contribution(s)		170,219.24
Subtotal 2 Municipal Grants/Contributions		170,219.24

**3. Revenue from Core Activities**

Admissions		5,626.67
Membership fees		105.00
Special events (excluding fundraising events)		
Education programs		8,827.91
Subtotal 3 Revenue from Core Activities		14,559.58

**4. Revenue from Other Activities**

Note: Expenses (including staff costs) incurred in the following revenue-generating activities are INELIGIBLE

Gift shop		1,145.77
Food services		
Rentals		16.90
Fundraising (including fundraising events) - Individuals		
Corporate		
Foundation		
Donations (unsolicited cash gifts)		15,593.55
Endowment (interest earned only)		
Other (please specify)	expense recoveries	113.94
Subtotal 4 Revenue from Other Activities		16,870.16
2018 TOTAL REVENUES		257,744.26

**2018 EXPENSES - Eligible Operating Expenses**

Include only expenditures directly associated with operating the museum.

**1. Salaries and Benefits**

Salaries and Benefits Total		186,296.55
Subtotal Expenses 1		186,296.55

**2. Administration** - Include the following expenses:

Rent		
Taxes		
Insurance		2,271.22
Membership Development		
Staff Development/Training		1,679.60
Professional Memberships		364.41
Accounting and Audit		
Bank Service Charges	foreign exchange	-227.35
Office Supplies		1,860.75

Subtotal Expenses 2		5,948.63
<b>3. Maintenance</b> - Include the following expenses:		
Utilities (heat, hydro, water)		15,088.17
Communications Systems (phone, computer, Internet)		2,989.26
Security System		3,852.51
Repairs and Maintenance (building, equipment, grounds)		16,527.01
Janitorial Supplies		348.91
Subtotal Expenses 3		38,805.86
<b>4. Curatorial</b> - Include the following expenses:		
Supplies (books, periodicals, software)		556.35
Fees		571.47
Subtotal Expenses 4		1,127.82
<b>5. Conservation</b> - Include the following expenses:		
Supplies and Materials		681.05
Fees (e.g., outside conservator)		
Subtotal Expenses 5		681.05
<b>6. Exhibition</b> - Include the following expenses:		
Construction/Production (e.g., furnishings, graphics)		2,956.69
Fees (e.g., consultants, rentals)		
Subtotal Expenses 6		2,956.69
<b>7. Interpretation and Education</b> - Include the following expenses:		
Supplies and Materials		12,519.73
Fees (e.g., consultants, performers)		
Subtotal Expenses 7		12,519.73
<b>8. Marketing and Public Relations</b> (for Museums only)		
Marketing and Public Relations Total		8,864.04
Subtotal Expenses 8		8,864.04
<b>9. Artifact Acquisition</b> - Include the following expenses:		
Purchases		
Customs Duty, Excise Tax		
Transportation Costs		543.89
Appraisal Costs		
Subtotal Expenses 9		543.89
TOTAL REVENUE - Items 1 to 4		257,744.26
TOTAL OPERATING EXPENSES - Items 1 to 9		257,744.26



## L - Checklist and Attachments

Where it says "if applicable," attach only if you exceeded the number of characters in your response to the question.

Financial Documentations as listed in the Program Guidelines (mandatory) \*



Annual General Meeting Minutes (mandatory) \*



Strategic Plan (as per the Governance Standard) OR a letter from the museum's governing body (mandatory) \*



Museums Policies – new or updated (if applicable)



Annual Report or Activity Report (if applicable)



Listing of Board Members (if applicable)



Curator Biography (if applicable)



List of Board of Directors (if applicable)



## Terms and Conditions

The Community Museum Operating Grants awarded by the Province are governed by an agreement between the Applicant and the Province. The general terms and conditions of this Agreement are contained in this Application Form.

By signing this Application Form and submitting it to the Province, the Applicant agreeing to be bound by these particular terms and conditions, if the Province awards the Applicant a grant.

The Province may also include other terms and conditions in the Agreement. These additional terms and conditions will be contained in the Approval Letter or Subsequent Correspondence that the Province will send to the Applicant for signature. If the Applicant agrees to the additional terms and conditions, the Applicant must sign a copy of the correspondence and return the correspondence to the Province.

Please note that the Province will not provide any grant funds to the Applicant unless:

- a. the Minister approves the funding; and
- b. the Applicant agrees to be bound by all of the terms and conditions of the Agreement (including those contained in the Approval Letter or Subsequent Correspondence).

All grant applications submitted to the Province are subject to the *Freedom of Information and Protection of Privacy Act* (the "Act"). The Act provides every person with a right of access to information in the custody or under the control of the Province, subject to a limited set of exemptions.

The Applicant is advised that the names and addresses of applicants and recipients, the amount of grant awards, and the purpose for which grants are awarded is information the Province makes available to the public, including posting grant awards on the Province's website. Copies of the Act are available from Publications Ontario at 777 Bay Street, Toronto ON, M5G 2C8, telephone 416-585-7485 or 1-800-668-9938. The Act is also accessible online at: <http://www.e-laws.gov.on.ca/index.html>.

### 1.0 INTERPRETATION AND DEFINITIONS

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

- a. words in the singular include the plural and vice-versa;
- b. words in one gender include all genders;
- c. the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- d. any reference to dollars or currency will be in Canadian dollars and currency; and
- e. "include", "includes" and "including" denote that the subsequent list is not exhaustive.



**1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Activities”** means the operation of a Museum in accordance with the Regulation, including completing the objectives and achieving the outcomes described in the Regulation.

**“Agreement”** means the Regulation, the Application Guidelines, the Application Form including these general terms and conditions, the Approval Letter, and any additional terms and conditions which may be imposed by the Province in Subsequent Correspondence.

**“Applicant”** means the non-profit corporation, council of a municipality, public library board, conservation authority, or council of an Indian Band (as defined in the *Indian Act* (Canada)) that operates a Museum and is eligible for a grant under the Application Guidelines and Regulation and that has submitted the Application Form to the Province for Funds under the Program.

**“Application Form”** means the Grants Ontario Application Form including all required supporting documentation, submitted by the Applicant for funding under the Program, and includes all information contained therein.

**“Application Guidelines”** means the Community Museum Operating Grant Program and Application Guidelines.

**“Approval Letter”** means the letter from the Province to the Applicant announcing the award of a grant to the Applicant under the Program.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010* (Ontario).

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Effective Date”** means the date of April 1, 2019.

**“Event of Default”** has the meaning ascribed to it in section 14.1.

**“Expiry Date”** means the date of March 31, 2020.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Maximum Funds”** means the maximum dollar amount of the grant as stated in the Approval Letter.

**“Museum”** means the institution operated by the Applicant and defined in section 1 of the Regulation.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“OHA”** means the *Ontario Heritage Act*, R.S.O. 1990, c. 0.18, as amended.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Pay Equity Funding”** means the funds given by the Province to the Recipient to assist the Recipient in meeting its obligations under the *Pay Equity Act*, R.S.O. 1990, c. P.7.

**“Political Activity”** means a political activity that is not a permitted ancillary non-partisan political activity of a registered charity under the *Income Tax Act* (Canada), including without limitation the support of, or opposition to, a political party or a candidate for public office.

**“Program”** means the Community Museum Operating Grant Program.

**“Province”** means Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

**“Recipient”** means the Applicant who has been awarded a grant under the Program and which has agreed to be bound by these general terms and conditions.

**“Regulation”** means *Ontario Heritage Act*, R.R.O. 1990, Regulation 877, Grants for Museums.

**“Reports”** means the reports described in Article 7.0.

**“Subsequent Correspondence”** means any correspondence relating to the Funds and/or the Activities that the Province sends to the Recipient subsequent to the Approval Letter.

## 2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

### 2.1 General. The Recipient represents, warrants and covenants that:

- a. it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Activities;
- c. it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Activities, the Funds or both;
- d. unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement; and
- e. any Pay Equity Funding (if applicable) has been and shall be used solely for the purposes of fulfilling the Recipient's obligations under the *Pay Equity Act*.

### 2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- a. the full power and authority to enter into the Agreement; and
- b. taken all necessary actions to authorize the execution of the Agreement.

### 2.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain in writing, and will follow for the period during which the Agreement is in effect:

- a. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b. procedures to enable the Recipient's ongoing effective functioning;
- c. decision-making mechanisms for the Recipient;
- d. procedures to enable the Recipient to manage Funds prudently and effectively;
- e. procedures to enable the Recipient to conduct the Activities successfully;
- f. procedures to enable the Recipient to identify risks to the completion of the Activities and strategies to address the identified risks, all in a timely manner;
- g. procedures to enable the preparation and submission of all reports required pursuant to Article 7.0; and
- h. procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

### 2.4 Supporting Documentation. Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

## 3.0 TERM OF THE AGREEMENT

### 3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article 12.0, Article 13.0 or Article 14.0.

## 4.0 FUNDS AND CARRYING OUT THE ACTIVITIES

### 4.1 Funds Provided. The Province will:

- a. provide the Recipient up to the Maximum Funds for the purpose of carrying out the Activities;
- b. provide the Funds to the Recipient in a single lump sum payment at a time to be determined by the Province; and
- c. deposit the Funds into an account designated by the Recipient provided that the account:
  - i. resides at a Canadian financial institution; and
  - ii. is in the name of the Recipient.

### 4.2 Limitation on Payment of Funds. Despite section 4.1:

- a. the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2;
- b. the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- c. if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - i. reduce the amount of Funds; or



- ii. terminate the Agreement pursuant to section 13.1.

**4.3 Use of Funds and Activities.** The Recipient will:

- a. carry out the Activities and use the Funds in accordance with the terms and conditions of the Agreement;
- b. use the Funds only for the purpose of carrying out the Activities; and
- c. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

**4.4 Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Activities and the Province is not responsible for carrying out the Activities.

**4.5 No Changes.** The Recipient will not make any changes to the Activities without the prior written consent of the Province.

**4.6 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**4.7 Interest.** If the Recipient earns any interest on the Funds, the Province may demand from the Recipient the repayment of an amount equal to the interest.

**4.8 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

**4.9 Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**4.10 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:

- a. it is receiving funding from the Province for the Activities and is not providing goods or services to the Province; and
- b. the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

**5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- a. do so through a process that promotes the best value for money; and
- b. comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

**6.0 CONFLICT OF INTEREST**

**6.1 No Conflict of Interest.** The Recipient will carry out the Activities and use the Funds without an actual, potential or perceived conflict of interest.

**6.2 Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- a. the Recipient; or
- b. any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Activities, the use of the Funds, or both.

**6.3 Disclosure to Province.** The Recipient will:

- a. disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- b. comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**7.0 REPORTING, ACCOUNTING AND REVIEW**

**7.1 Preparation and Submission.** The Recipient will:

- a. submit to the Province the following reports with timelines and content requirements to be specified by the Province:
  - i. a financial (revenue and expense) report for the Recipient's previous calendar year;
  - ii. a pay equity form for the Recipient's previous calendar year, where applicable; and
  - iii. a report on the Recipient's Activities (which would include its annual report) from the previous calendar year;



- b. submit to the Province one of the following reports or sets of reports in accordance with the timelines and content requirements specified by the Province and depending on the Recipient institution as follows:
  - i. an audited financial statement from the Recipient's previous calendar year, if the Recipient is a not-for-profit organization with annual operational expenses of over \$100,000;
  - ii. a review engagement report from the Recipient's previous calendar year, if the Recipient is a not-for-profit organization with annual operational expenses in the previous calendar year of under \$100,000;
  - iii. a separate audit for the Museum from the previous calendar year or a consolidated statement accompanied by actual figures from the previous calendar year, if the Recipient is a conservation authority or the council of an Indian Band (as defined in the *Indian Act* (Canada)); or
  - iv. actuals for the Museum and a municipal audit from the Recipient for the previous calendar year or a copy of the Recipient's Financial Information Return, as reported to the Ministry of Municipal Affairs and Housing, from the previous calendar year, if the Recipient is the council of a municipality;
- c. submit to the Province any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- d. ensure that the reports are completed to the satisfaction of the Province; and
- e. ensure that the reports are signed on behalf of the Recipient by an authorized signing officer.

**7.2 Record Maintenance.** The Recipient will keep and maintain:

- a. all financial records (including invoices) relating to the Funds or otherwise to the Activities in a manner consistent with generally accepted accounting principles; and
- b. all non-financial documents and records relating to the Funds or otherwise to the Activities.

**7.3 Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Activities and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- a. inspect and copy the records and documents referred to in section 7.2;
- b. remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
- c. conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Activities, or both.

**7.4 Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative or any independent auditor identified by the Province, as the case may be.

**7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**7.6 Auditor General.** The Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **8.0 COMMUNICATIONS REQUIREMENTS**

**8.1 Acknowledge Support.** The Recipient may acknowledge the support of the Province in the following manner:

- a. by displaying:
  - i. the following words: "The support of the Government of Ontario is acknowledged", (the "Acknowledgement"); and
  - ii. the Province of Ontario Trillium logo (the "Ontario Logo"), word mark (the "Ontario Word Mark"),
- b. by displaying the Ontario Logo or Ontario Word Mark, as the case may be, in colour wherever and whenever it is financially feasible to do so; and
- c. by displaying the Acknowledgement and the Ontario Logo or Ontario Word Mark, as the case may be, prominently.

**8.2 Publicity.** The Recipient will not make any public announcement, news release, advertisement or engage in any other form of publicity regarding the Funds received from the Province without the prior consent of the Province.

## **9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

**9.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Activities or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## **10.0 INDEMNITY**



**10.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, 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 Activities or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**10.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**10.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

**10.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

**10.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

## 11.0 INSURANCE

**11.1 Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will 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 activities similar to the Activities 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 will include the following:

- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- b. a cross-liability clause;
- c. contractual liability coverage; and
- d. a 30-day written notice of cancellation.

**11.2 Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient will provide to the Province a copy of any insurance policy.

## 12.0 TERMINATION ON NOTICE

**12.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

**12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

## 13.0 TERMINATION WHERE NO APPROPRIATION

**13.1 Termination Where No Appropriation.** If, as provided for in section 4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**13.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

## 14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

**14.1 Events of Default.** Each of the following events will constitute an Event of Default:

- a. in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - i. carry out the Activities;
  - ii. use or spend Funds; or
  - iii. provide one or more of the reports pursuant to sections 7.1(a) and 7.1(b), or such other reports as may have been requested pursuant to section 7.1(c);
- b. the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- c. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an

- application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- d. the Recipient ceases to operate; or
- e. the Recipient uses or spends Funds for Political Activity.

**14.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- a. initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Activities;
- b. provide the Recipient with an opportunity to remedy the Event of Default;
- c. suspend the payment of Funds for such period as the Province determines appropriate;
- d. reduce the amount of the Funds;
- e. demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- f. demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- g. demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- h. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**14.3 Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- a. the particulars of the Event of Default; and
- b. the Notice Period.

**14.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g) and (h).

**14.5 When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

## **15.0 FUNDS UPON EXPIRY**

**15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

## **16.0 DEBT DUE AND PAYMENT**

**16.1 Payment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may demand that the Recipient pay an amount equal to the excess Funds to the Province.

**16.2 Debt Due.** If, pursuant to the Agreement:

- a. the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- b. the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

**16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province.

**16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.



**17.0 NOTICE**

**17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

**To the Province:**

Ministry of Tourism, Culture and Sport  
Culture Division  
401 Bay Street, Suite 1700  
Toronto, ON M7A 0A7

**To the Recipient:**

The Recipient's mailing address, email address and fax number are set out in the Application Form, or as the Recipient later designates to the Province by Notice.

**17.2 Notice Given.** Notice will be deemed to have been given:

- a. in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- b. in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

**17.3 Postal Disruption.** Despite section 17.2(a), in the event of a postal disruption:

- a. Notice by postage-prepaid mail will not be deemed to be given; and
- b. the Party giving Notice will provide Notice by email, personal delivery or by fax.

**18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**18.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

**19.0 SEVERABILITY OF PROVISIONS**

**19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

**20.0 WAIVER**

**20.1 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 17.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

**21.0 INDEPENDENT PARTIES**

**21.1 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

**22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**22.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

**22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**23.0 GOVERNING LAW**

**23.1 Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**24.0 FURTHER ASSURANCES**

**24.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**25.0 JOINT AND SEVERAL LIABILITY**

**25.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**26.0 RIGHTS AND REMEDIES CUMULATIVE**

**26.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**27.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES**

**27.1 Recipient Acknowledges.** The Recipient:

- a. acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- b. acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- c. will comply with any such legislation, including directives issued thereunder, to the extent applicable.

**28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**28.1 Other Agreements.** If the Recipient:

- a. has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- b. has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- c. has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- d. such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**29.0 SURVIVAL**

**29.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(c), 4.7, section 7.1 (to the extent that the Recipient has not provided the reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 10.0, section 12.2, section 13.2, sections 14.1, 14.2(d), (e), (f) and (g), Article 15.0, Article 16.0, Article 17.0, Article 19.0, section 22.2, Article 23.0, Article 25.0, Article 26.0, Article 27.0, Article 28.0, and Article 29.0.

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**Declaration/Signing**


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Applicants are expected to comply with the Ontario Human Rights Code (the "Code") and all other applicable laws (<http://www.ohrc.on.ca/en/ontario-human-rights-code>). Failure to comply with the letter and spirit of the Code will render the applicant ineligible for a grant and, in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry. Applicants should be aware that Government of Ontario institutions are bound by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 (<https://www.ontario.ca/laws/statute/90f31>), as amended from time to time, and that any information provided to them in connection with this application may be subject to disclosure in accordance with that Act. Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information made available to the public.

**Declaration**

The Applicant hereby certifies as follows:

- (a) the information provided in this application is true, correct and complete in every respect;
  - (b) the Applicant understands any funding commitment will be provided by way of an approval letter signed by the responsible Minister and will be subject to any conditions included in such a letter. Conditions of funding may include the requirement for a funding agreement obligating the funding recipient to report on how the funding was spent and other accountability requirements;
  - (c) the Applicant has read and understands the information contained in the Application Form;
  - (d) the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
  - (e) the applicant understands that it is expected to comply with the Ontario Human Rights Code and all other applicable laws;
  - (f) the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the grant is subject to disclosure under the Freedom of Information and Protection of Privacy Act;
  - (g) the Applicant is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Government of Ontario;
  - (h) I am an authorized signing officer for the Applicant.
-



**Applicant**

Ms. Dawn Galusha  
 Treasurer  
 (w): 8072745323  
 Email: dgalusha@fortfrances.ca

Sign Document

Signature \_\_\_\_\_ Date/Time \_\_\_\_\_



## REPORT

**TO:** Mayor Caul & Council

**FROM:** Jason Kabel, Community Services Division Manager

**DATE:** March 27, 2019

**RE:** **MSC Discounts for Staff**

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Below is the report that has been discussed previously, it is being brought back for further discussion prior to being sent to Mayor and Council.

At the regular meeting of the Community Services Executive Committee on March 4, 2019, the Committee gave direction for Memorial Sports Centre administration to do research of other municipalities to determine if a discount for Town staff may be something to consider. Below is a table with existing discounts that other municipalities offer their employees:

<b><u>Staff Discounts in Other Municipalities</u></b>					
	<b>Dryden</b>	<b>Kenora</b>	<b>Atikokan</b>	<b>Thunder Bay</b>	<b>Marathon</b>
<b>Fitness Area</b>	10%	30%	n/a	25%	50%
<b>Pool</b>	10%	30%	no charge	25%	50%
<b>Notes</b>	Currently under review 15% public sale discount offered once per year		no discount at golf course, arena, ski hill		all F/T staff & spouses for all Town programs & facilities
<b>Pool Staff</b>	Free memberships	30%	Free memberships	Free Memberships	50%

Currently there is not a policy in place for membership discounts for Town staff at the Memorial Sports Centre. There are contracts in place with fitness instructors who teach fitness classes to have complimentary access to the MSC facility. It has also been a long-time past practice that lifeguards can use the pool & fitness area of the facility without charge.

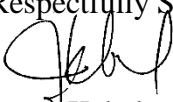
### **Recommendation**

The Community Services Executive Committee recommends to Mayor and Council to sanction:

- 1) Complimentary fitness centre access for Pool & Fitness staff, including the MSC front desk Receptionist and Program Director positions.
- 2) A discount of 25% for all other Town staff.
- 3) Policy development outlining the noted discounts.



Respectfully Submitted,



Jason Kabel

**Council approval of this report will sanction:**

- 1) Complimentary fitness centre access for Pool & Fitness staff, including the MSC front desk Receptionist and Program Director positions.
- 2) A discount of 25% for all other Town staff.
- 3) Policy development outlining the noted discounts.



## REPORT

**TO:** Mayor Caul & Council

**FROM:** Jason Kabel, Community Services Division Manager

**DATE:** June 14, 2019

**RE:** **Diabetes Bin**

The Community Services Division was given direction for the following:  
*ensure that Council executes an agreement with diabetes association for their clothing bin on the Town property*

The Division reached out to the Diabetes association with instruction to have an agreement returned by June 13<sup>th</sup> to be forwarded for execution.

Attached is the indemnification letter that was received from National Diabetes Trust responding to the request for an agreement.

### **Recommendation**

The Community Services Executive Committee recommends to Mayor & Council to support:

- 1) A Request that the existing Diabetes Bin located on the property South of the Library parking lot be removed as soon as possible due to liability & precedent concerns.
- 2) Endorse administration to develop a policy before the end of 2019 that outlines the placement of 3rd party assets being located on Town property and Town right of ways.

Respectfully Submitted,



Jason Kabel

### **Council approval of this report will support:**

- 1) A Request that the existing Diabetes Bin located on the property South of the Library parking lot be removed as soon as possible due to liability & precedent concerns.
- 2) Endorse administration to develop a policy before the end of 2019 that outlines the placement of 3rd party assets being located on Town property and Town right of ways.





## REPORT

**TO:** Mayor Caul & Council

**FROM:** Jason Kabel, Community Services Division Manager

**DATE:** June 14, 2019

**RE:** Age Friendly Committee Partnership Request – Sarah-lynn Klassen

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### Preface

The attached request from Sarah-lynn Klassen, Age Friendly Community Committee was received by the Community Services Division on June 14, 2019 for consideration.

The letter outlines a collaboration of a number of organizations looking to undertake a new venture for a Seniors Companion Project. The specific request of the Town is summarized below.

### *We are asking for the following commitment from the Town of Fort Frances:*

- 1. The TOFF Seniors Centre would be the identified not-for-profit organization on the grant application.*
- 2. The TOFF would provide an In-kind donation of a small office space at the Seniors Centre for an estimated 8 hours per week (desk space and limited locked file space) for the period between Oct 1, 2019 and March 31, 2020.*
- 3. The TOFF would provide the free use of meeting space at the Seniors Centre and at the FF Public Library to host the “Volunteer 101” Series for the period between Oct 1, 2019 and March 31, 2020. The estimated number of public events would be hosted by the project would be 5-8 events.*
- 4. The TOFF would manage the Human Resources requirements to hire a contract Project Coordinator for this short term project.*

### Recommendation

The Community Services Executive Committee recommends to Mayor and Council to sanction a partnership with local organizations as the identified organization on the Seniors Community Grant Program (Ministry For Seniors And Accessibility, Ontario) for up to \$25,000 and assist with other aspects of the project as stipulated.

Respectfully Submitted,



Jason Kabel

**Council approval of this report will sanction:**

1. The TOFF Seniors Centre to be identified as the not-for-profit organization on the Seniors Community Grant Application (Ministry For Seniors And Accessibility, Ontario) for up to \$25,000 as submitted by Sarah-lynn Klassen, Canadian Mental Health - Geriatric Mental Health Worker.
2. The TOFF would seek to provide an In-kind donation of a small office space at the Seniors Centre for an estimated 8 hours per week (desk space and limited locked file space) for the period between Oct 1, 2019 and March 31, 2020.
3. The TOFF would provide the free use of meeting space at the Seniors Centre and ask for consideration of the FF Public Library to host the “Volunteer 101” Series for the period between Oct 1, 2019 and March 31, 2020. The estimated number of public events would be hosted by the project would be 5-8 events.
4. The TOFF would assist with the Human Resources requirements to hire a contract Project Coordinator for this short-term project.



## **Proposal for Partnership**

### **Between the Fort Frances Age-Friendly Committee And The Town of Fort Frances Seniors Centre**

June 14, 2019 - Submitted by: Sarah-lynn Klassen, on behalf of the FF Age-Friendly Committee

The Fort Frances Age-Friendly Committee would like to propose a partnership with the Fort Frances Seniors Centre (Town of Fort Frances) in the development of a ***Seniors Companion Project***.

The Age-Friendly Committee's Action Plan 2017 – 2020 identified "SOCIAL PARTICIPATION AND RECREATION, ISOLATION AND LONELINESS" as one of its priorities. To this end, the committee has focused its efforts into the development of a volunteer based "friendly visiting" program inspired by the existing and successful program model operating at the 55 Plus Centre in Thunder Bay, ON.

The ***Seniors Companion Project*** will be a free community based volunteer service targeted to the senior population in the Fort Frances area.

Its focus will be:

1. To build volunteer capacity among seniors and non-seniors, thereby increasing the participation and wellness of seniors who are volunteering, and helping to bridge the generation gap between seniors and non-seniors.
2. To increase companionship supports to isolated seniors living in the Fort Frances area, thereby reducing loneliness and health decline.

As we see this program having great potential to expand in the future, we have chosen the name carefully. "***Seniors Companion Project***" does not limit it to an in-home friendly visiting service, but allows for the potential to work towards getting isolated seniors out of their homes, increasing their participation in the community and matching seniors with seniors to participate in common interests.

#### **PARTNERSHIPS**

We have had preliminary discussions and positive responses from the following community partners and collaborators:

- Fort Frances Volunteer Bureau
- Seniors Centre
- Canadian Mental Health Association Fort Frances Branch
- Riverside Home Support Program and Palliative Care Program
- Safe Communities
- United Nations Friendship Centre
- Metis Council

**PROJECT STAGES****1. Project Development (Short Term)    March 2019 – March 2020****TASKS:**

- Secure grant funding from the Seniors Community Grant Program (Ministry For Seniors And Accessibility, Ontario) for up to \$25,000.
- Hire a Project Coordinator on a contract basis to carry out the following:
  - Develop and implement a “Volunteer 101” type education and recruitment series targeted at seniors and non-seniors.
  - Develop and implement a Project User Survey to collect data identifying need for volunteer services and availability of volunteers (ex. Roster).
  - Plan and design the project procedures (ex. Referral forms, screening tools, volunteer guidelines).
  - Plan and design advertising materials.
  - Design and create a website with the ability to collect referrals and recruit volunteers.

**2. Project Operation (Medium Term)    March 2020 – September 2021**

- Secure grant funding (ex. SEED Grant, Ontario Trillium Foundation, for up to \$75,000) to hire a project coordinator to implement the Seniors Companion Project for a pilot 1 year period.
- Focus project implementation to the following specific services
  - Walk a Bit Program
  - Telephone Assurance Program
  - Friendly Visiting Program
- Collect and analyse the outcome measurements to evaluate success.

**3. Project Security (Long Term)    September 2021 – September 2025**

- Secure expansion funding (ex. GROW Grant, Ontario Trillium Foundation, up to \$250,000 per year for 24-36 months) or permanent funding (ex. Health Ontario, partnership funding between municipal, provincial and federal programs) to operate the program on a longer term basis.
- Expand the project to include the following services
  - Out And About Companion Program
  - Common Interests Program
- Ongoing project evaluation and development.

In order to implement the **Project Development (Short Term) 1<sup>st</sup> STAGE**, we are seeking partnership with the Town of Fort Frances Seniors Centre to work jointly with us to submit an application to the Seniors Community Grant Program. Sarah-lynn Klassen, Age-Friendly Committee Member, will work closely with the NWHU (as a resource) and the Seniors Centre to complete the grant application. If the grant is approved the Age-Friendly committee will oversee the project and be responsible for submitting the required reporting documents to the Seniors Community Grant Program.

***We are asking for the following commitment from the Town of Fort Frances:***

1. The TOFF Seniors Centre would be the identified not-for-profit organization on the grant application.
2. The TOFF would provide an In-kind donation of a small office space at the Seniors Centre for an estimated 8 hours per week (desk space and limited locked file space) for the period between Oct 1, 2019 and March 31, 2020.
3. The TOFF would provide the free use of meeting space at the Seniors Centre and at the FF Public Library to host the “Volunteer 101” Series for the period between Oct 1, 2019 and March 31, 2020. The estimated number of public events would be hosted by the project would be 5-8 events.
4. The TOFF would manage the Human Resources requirements to hire a contract Project Coordinator for this short term project.





Administration & Finance Division

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**To: Mayor and Council**

**From: Jordan Forbes, Human Resources Manager**

**Date: June 19, 2019**

**Subject: Violence and Harassment Policy – Annual Review**

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Attached, please for your review, please find copies of our Workplace Violence, and Workplace Harassment Policies. These policies require annual review as per the Occupational Health and Safety Act.

While there are not significant changes to the policy, one change was suggested by the Administration and Finance Executive Committee to include additional language regarding gender identity, and gender expression. This change is highlighted.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jordan Forbes", is enclosed in a thin black rectangular box.

Jordan Forbes  
Human Resources Manager

Council approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to implement the Workplace Harassment and Violence Policies as amended.
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# THE TOWN OF FORT FRANCES

## Section: Health and Safety

### Policy: Workplace Harassment

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<b>Creation Date:</b>	June 2011
<b>Review Date:</b>	2012, 2013, 2014, 2015, 2016, 2017, 2018
<b>Resolution Number:</b>	326 (consent)
<b>Supersedes Resolution Number:</b>	236 (consent)
<b>Policy Number:</b>	5.34.1

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#### 1. Intent

At the Corporation of the Town of Fort Frances (“the Corporation”), the physical and mental health, safety, security, dignity, and well-being of all our employees is critical.

Employees, and those who are present in our workplace, have a right to a safe workplace. The workplace should be free of harassment. Under no circumstance should employees fear reprisal for voicing a legitimate concern about unacceptable workplace behaviours.

It is the responsibility of the Corporation, including all managers and employees to foster a healthy workplace environment, where dignity and respect are the foundation of all communication and interactions. Simply put, we must treat each other in the way that we would want to be treated.

Harassment, intimidation, and bullying are unacceptable in the workplace, and any such acts may result in disciplinary action, up to, and including termination of employment for just cause.

The Corporation has an obligation to support and assist individuals who are experiencing harassment in the workplace. The Corporation will promptly investigate complaints and take appropriate action if harassment has occurred, and will not discriminate or retaliate against an employee because he or she voices concerns about workplace harassment.

This policy does not limit the reasonable exercise of management functions in the workplace, such as: providing direction, or raising performance concerns.

Harassment differs from normal, mutually acceptable interactions to the extent that it can be offensive, insulting, intimidating, hurtful and malicious. Everyone in the workplace must be dedicated to preventing workplace harassment, as it can create an uncomfortable work environment, which affects the well being of our Employees, and the performance of the organization as a whole. Given its impacts, harassment will not be tolerated.

## 2. Scope

All employees have the right to be treated with dignity and respect. Protection from negative, aggressive, and inappropriate behaviours extends to management, colleagues, subordinates, clients, customers and other business contacts and expands beyond the place of work to off-site and work-related social events.

As such, this policy applies to all employees, management, elected officials, and members of boards and committees, referred to as “staff” and/or “employees”.

The workplace is not confined to the offices and buildings of the Corporation. It also includes washrooms, locker rooms, worksites, vehicles and equipment, and any other location where the business of the Corporation is conducted.

At law, bullying and/or harassment that occurs outside of the workplace but which relates to the workplace may be included in the scope of workplace harassment.

## 3. Definitions

The terms defined below are referred to in this policy as “unacceptable workplace behaviour”:

### Workplace Harassment:

Workplace harassment is defined as a course of vexatious comment or conduct against a worker in a workplace, that is known or ought reasonably to be known to be unwelcome.

### Sexual Harassment:

Any unsolicited, unwelcome, disrespectful, or offensive behaviour that has an underlying sexual connotation and can be typified as:

- Behaviour that is hostile in nature, or intends to degrade an individual based on personal attributes, including: gender, sexual orientation, gender identity, gender expression, or any other relevant protected ground under human rights legislation.
- Sexual solicitation or advance made by a person in a position to confer, grant, or deny a benefit or advancement to the person, where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome;
- Reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant, or deny a benefit or advancement to the person.
- Unwelcome remarks, jokes, innuendos, propositions, or taunting about a person’s body, attire, sex or sexual orientation, gender expression, or gender identity, or religion;
- Suggestive or offensive remarks;
- Bragging about sexual prowess;
- Offensive jokes or comments of a sexual nature about an employee;
- Unwelcome language related to gender;
- Displaying of pornographic or sexist pictures or materials;
- Leering (suggestive persistent staring);



- Physical contact such as touching, patting, or pinching, with an underlying sexual connotation;
- Sexual assault;
- Any actions that create a hostile, intimidating, or offensive workplace, which may include physical, verbal, written, graphic, or electronic means;

### Bullying:

Bullying includes unwelcome behaviours such as malicious actions and/or omissions toward one or more individuals, which a reasonable person would perceive as unwelcome. These can negatively impact our emotional wellbeing and may cause an individual to feel hurt, embarrassed, incompetent, disrespected, and/or devalued. This can lead to damaging consequences for the victim, the observers, our clients, and the organization.

Unwelcome behaviours may include subtle and/or overt acts of hostility or aggression and may include instances of both omission and/or commission. This may include:

- Gossiping or spreading rumours
- Talking down to others
- Verbally berating others
- Using a harsh tone of voice
- Acting in a way that seems “out to get” others
- Blaming others for things out of their control
- Making or implying threats regarding one’s job security
- Excessive shouting
- Repeated emotional outbursts
- Using overt or subtle intimidation tactics
- Using degrading remarks or tone of voice
- Criticizing or talking down to others in front of a group
- Using condescending and/or demeaning body language
- Social exclusion or ostracism
- Ignoring others or giving “silent treatment”
- Intentionally excluding others from conversations and/or work activities
- Differential treatment (treating some less favorably than others)
- Undermining another’s work by assigning impossible deadlines or workloads
- Excessive monitoring of work or unnecessary micromanagement
- Withholding pertinent work-related information
- Undermining the work of a co-worker or subordinate in an undue manner
- Not providing sufficient information to discharge one’s duties effectively

## **4. General Guidelines**

The Corporation not tolerate harassment in the workplace, and will make ongoing efforts to identify such hazards and take appropriate action through policies and procedures.

Our goal is to foster a friendly, professional, and satisfying working environment for all employees, as per our legal obligations to prevent workplace harassment.

Properly discharged supervisory duties, including disciplinary action, are not harassment. Conduct by a supervisor which does not interfere with the respect for the dignity of employees is not considered harassment.

All employees are encouraged to contact their supervisor, division manager, or human resources with any concerns about workplace harassment. Any concerns will be handled with strict confidentiality.

Employees are required to take the following steps when confronted with harassment in the workplace:

### **1. Asserting Yourself**

If safe to do so, an employee must inform the harasser that his or her behaviour is unwelcome. An individual (although he or she should know better) may not realize that he or she is being offensive. A simple chat may resolve the problem. If the person refuses to co-operate, remind him or her that such behaviour is against Corporation policy.

### **2. Documenting the Facts**

Document your observations, such as when the behaviours started; including dates, times, locations, witnesses, details of what happened, threats made (or implied), your response, and any reprisal.

### **3. Filing a Complaint**

If the harassment continues, or is severe in nature, first report the issue to your supervisor. Where the respondent is your immediate supervisor, you may report the issue to their supervisor and/or Human Resources Manager. Under no circumstances shall anyone identified as a respondent in a complaint participate in conducting the investigation.

#### **4. The Investigation**

The supervisor of each department is responsible for ensuring a workplace free of bullying and harassment.

Upon becoming aware of such issues, the supervisor and/or division manager will inform human resources and will promptly investigate the matter with the support of Human Resources.

The investigation will include interviewing the following: the complainant, the respondent, and any other persons or witnesses who may have relevant information. Union members have the right to have a union representative present for their interview. Information received will be kept in strict confidence and will be documented as part of the record.

#### **5. Resolution of complaint**

If there is evidence of bullying or harassment on a balance of probabilities, it will result in disciplinary action and steps will be taken to prevent any further issues in the workplace. In the interest of privacy, such action will not be communicated to the complainant.

If there is no evidence of bullying or harassment on a balance of probabilities, it will not result in disciplinary action.

When there is evidence of a false allegation being made against a respondent, disciplinary action may be taken against the complainant.

#### **6. Policy Expectations**

##### Management Responsibility:

Management and others in positions of authority are held to a higher standard in ensuring that healthy and appropriate behaviours are being modelled, and that concerns are addressed effectively and in a timely manner. In addition to the expectations of employees listed in this policy, management must:

- Treat everyone in the workplace with dignity and respect
- Maintain a workplace free from and harassment
- Be familiar with the requirements of this policy and relevant procedures
- Take complaints seriously and follow-up appropriately
- Maintain confidentiality to the greatest extent possible
- Be aware of the signs of workplace bullying and/or harassment
- Intervene on behalf of others in the workplace
- Refer victims of harassment to appropriate resources, as required
- Comply and co-operate with the requirements of an investigation
- Provide good examples by treating all employees with courtesy and respect
- Promote awareness of the policy and complaint procedures
- Be aware and observant of the signs of unacceptable behaviours
- Act to resolve inappropriate behaviours before they escalate



- Deal sensitively with employees involved in a complaint
- Explain the procedures to be followed if a complaint of inappropriate behaviour is made
- Ensure that an employee making a complaint is not reprimanded for doing so
- Monitor and follow up the situation after a complaint is made to prevent recurrence

### Employee Responsibility:

Employees are expected to participate in the achieving a work environment that is free of bullying, harassment, incivility, and hostility. Employees are often aware of issues that management may not be, and along with complying with our policy requirements, they must:

- Treat everyone in the workplace with dignity and respect
- Support and contribute to a workplace free of these unacceptable behaviours
- Report in a timely manner these unacceptable behaviours upon witnessing them
- Modify their own behaviour upon becoming aware that it may be unacceptable
- Comply with the requirements of the investigation of unacceptable behaviours
- Understand that unacceptable behaviours will be dealt with through appropriate disciplinary action

## **7. Complaint & Investigative Procedures**

The first step in establishing that an individual's behaviour in the workplace is unacceptable, is to advise them that their behaviour is unwelcome. This may be enough to resolve the issue, but in any case, documenting these interactions is critical; even if the problem appears to have been resolved.

Issues that remain unresolved after informing the individual that their behaviour is unwelcome must be reported to the employee's supervisor, division manager, or to Human Resources in a timely manner.

In some cases, the unwelcome behaviour may be severe in nature, or the individual involved may not feel safe in addressing the behaviour. In these cases, the individual involved may report the issue directly to their supervisor, or if their supervisor is the offending party, then to their division manager, or Human Resources

At law, there is no longer a need for an employee to complete and submit a written complaint form to trigger an employer's duty to enquire. Simply becoming aware of conduct that a reasonable person would perceive as unwelcome may trigger the duty to enquire or investigate.

The investigation process will include:

- A thorough investigation of allegations of unacceptable behaviours
- Documentation from all parties involved in the complaint
- Resolution in a timely manner

Resolution of a concern or complaint may include a variety of outcomes, depending upon the findings of an investigation of a complaint. These will include, but may not be limited to:

- Retraining

- Progressive discipline
- Transfer of employees
- Termination of employment

Any employee or manager seeking to file a complaint should take care to ensure the complaint is confined to and consists of precise details of each incident of such behaviours, including:

- Dates
- Times
- Locations
- Witnesses
- Frequency of occurrence

Within this procedure, the term “complainant” refers to the victim of the alleged unacceptable behaviour, who has raised their concerns with management. A complainant can also refer to another individual, such as a witness or a concerned colleague, who raises a concern on behalf of the victim. In this context, the “Respondent” refers to the person who has been alleged of committing and/or enabling unacceptable behaviours in the workplace.

Unacceptable workplace behaviour must be brought to the attention of management and will be documented accordingly. The respondent of such complaints will be notified in writing by the Corporation that an allegation has been made against them, and of the steps which will follow. Respondents are presumed to be innocent of allegations at this stage.

#### **A. Obligations of Complainant**

1. To clearly inform the respondent that their behaviour is unwelcome
2. Where appropriate, to inform their supervisor, division manager, or Human Resources of their concerns
3. To document dates, times and the names of any witnesses, as well as any attempt to resolve the situation
4. To preserve anything which could be used as evidence to substantiate a complaint or concern
5. To comply with the requirements of the investigation

#### **B. Obligations of Respondent**

1. To preserve anything which could be used as evidence to substantiate a complaint or concern
2. To comply with the requirements of the investigation
3. To not react with hostility or reprisal toward a complainant

#### **C. Obligations of Human Resources**

1. To educate employees and supervisors on unacceptable workplace behaviours
2. To assist, participate in, and lead investigations involving such allegations
3. To inform employees and managers of their legal rights and responsibilities, including the right to representation

4. To take steps to mitigate the risk of harm to employees, and the Corporation, as a result of workplace harassment.

**D. Obligations of Investigator**

1. To investigate a complaint of unacceptable workplace behaviour, which typically begins with the supervisor or the division manager, along with the assistance of Human Resources, and may be led by a third party, such as a lawyer
2. To carry out an impartial investigation, to gather evidence and draw conclusions
3. To provide the respondent a fair opportunity to provide a defense to the allegations
4. To conclude investigations in a timely manner

**E. Obligations of Health and Safety Representative / Joint Health and Safety Committee**

1. To respond to concerns related to unacceptable workplace behaviours
2. To make recommendations regarding policies and procedures to prevent unacceptable workplace behaviours



# THE TOWN OF FORT FRANCES

## Section: Health and Safety

### Policy: Workplace Violence

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<b>Creation Date:</b>	June 2011
<b>Review Date:</b>	2012, 2013, 2014, 2015, 2016, 2017, 2018
<b>Resolution Number:</b>	326 (consent)
<b>Supersedes Resolution Number:</b>	236 (consent)
 <b>Policy Number:</b>	 5.34

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#### 1. Intent

At the Corporation of the Town of Fort Frances ("the Corporation"), the physical and mental health, safety, security, dignity, and well-being of all our employees is critical.

Employees, and those who are present in our workplace, have a right to a safe workplace. The workplace should be free of violence, and the threat of violence. Under no circumstance should employees fear reprisal for voicing a legitimate concern about workplace violence, or exercising their right to refuse unsafe work due to workplace violence, or the threat of workplace violence.

It is the responsibility of the Corporation, including all managers and employees to foster a healthy workplace environment, where dignity and respect are the foundation of all communication and interactions.

Violence, and intimidation are unacceptable in the workplace, and any such acts may result in disciplinary action, including termination of employment for just cause. Clients, or members of the public who are present in the workplace who engage in such acts will be asked to leave. If required, law enforcement may be contacted for assistance.

The Corporation has an obligation to support and assist individuals who are experiencing violence or threat of violence in the workplace. The Corporation will investigate complaints and take appropriate action to ensure the safety of employees, and others who may be present in the workplace. The Corporation will not discriminate or retaliate against an employee because he or she voices concerns about workplace violence.

#### 2. Scope

All employees have the right to a safe workplace, free from violence, or the threat of violence. Protection from violent, intimidating, and aggressive behaviours extends to management,

colleagues, subordinates, clients, customers and other business contacts who are present in the workplace.

As such, this policy applies to all employees, management, elected officials, and members of boards and committees, referred to as “staff” and/or “employees”.

The workplace is not confined to the offices and buildings of the Corporation. It also includes washrooms, locker rooms, worksites, vehicles and equipment, and any other location where the business of the Corporation is conducted.

### **3. Definitions**

#### Workplace Violence:

Workplace violence is the exercising of (or the attempt to exercise) physical force by a person against a worker, in a workplace, that causes or could cause physical injury. It also includes a statement or behaviour that may reasonably be interpreted as a threat to exercise physical force that could cause injury. This includes, but is not limited to:

- Threats of physical violence
- Intimidation
- Attempted and/or actual acts of violence
- Assault
- Acts of physical aggression
- Deliberate destruction of damage to property
- Violent actions that intimidate one or more individuals

### **4. General Guidelines**

The Corporation not tolerate violence, or the threat of violence in the workplace, and will make ongoing efforts to identify such hazards and take appropriate action through policies and procedures.

Our goal is to ensure a safe working environment for all employees, as per our legal obligations.

### **5. Prevention of Workplace Violence**

The Corporation has taken specific measures to prevent workplace violence. This includes procedures to control the hazard of workplace violence, as identified by workplace violence risk assessments.

#### **A. Workplace Violence Risk Assessment**

The Corporation conducts workplace violence risk assessments to identify and assess the risk of workplace violence specific to each department. The results of these assessments are communicated to the employees in those departments and to their health and safety

representatives (“HSR”), or joint health and safety committees (“JHSC”) in departments with a JHSC. When conducting these assessment, the Corporation considers the following factors:

- Circumstances specific to each workplace
- Circumstances specific to different roles within the organization
- Circumstances that would be common to similar workplaces

The Corporation will notify employees of the risk of violence specific to their work location, job or shift through their supervisors and general training programs. Employees are required to make their supervisors aware of risks that are not yet identified in our risk assessments.

## **B. Individuals with a History of Violence**

By law, The Corporation is obligated to warn employees of the identities and personal details of an individual with histories of violent behaviour where there is a risk of workplace violence being perpetrated by that person. Such information will only be provided where the employees concerned would reasonably be expected to encounter that person while at work, and where the risk of violence is likely to expose those employees to hazards in the workplace.

Confidentiality will be maintained to the greatest extent possible. Information relating to potentially violent individuals will be shared with employees on a need to know basis. Employees are required to maintain confidentiality when they become aware of this information.

## **C. Workplace Violence Awareness Training**

The Corporation requires its employees to take workplace violence awareness training. When management becomes aware of risks specific to your position, work location, or shift; you will be provided with further guidance and instruction.

## **D. Domestic Violence**

The Corporation strives to respect the privacy of our employees and their personal lives. Its management does not intend to intrude on this privacy, but upon becoming aware of the risk of domestic violence affecting the workplace, the Corporation has a legal obligation to intervene in the interests of its workers.

The Corporation will fully support and assist our employees at risk of domestic violence in the workplace. Our zero-tolerance policy for workplace violence includes the risk of violence from current or former spouses/partners. This includes, but is not limited to:

- Actual or threatened physical violence or harm
- Assault (including sexual)
- The risk of homicide
- Stalking
- Threats of harm or actual harm to others, including personal property

The Corporation is obligated to take every precaution necessary to protect the health and safety of a worker regarding domestic violence. This may require us to warn other employees of the



identity and personal details of an individual with a history of domestic violence where there is a risk of violence in the workplace by any such individuals.

Information on potentially violent individuals may include the identities, personal histories, and descriptions of current or former partners of our employees. Confidentiality will be maintained to the greatest extent possible. Information that relates to actual or suspected domestic violence, or violent individuals, must only be divulged to others when required by law or policy.

### **Actions Employees Can Take**

Employees who find themselves in the unfortunate position of being victims of domestic violence and abuse can take actions to protect themselves. You are not alone: help is available. Some the things you can do include:

- Talk to friends and family about your concerns;
- Inform your manager and / or Human Resources;
- Talk to your doctor;
- Contact the Employee Assistance Program or other support help line;
- Preserve evidence of instances of abuse and note dates and times of specific incidents.
- Call the police; and,
- Consider basic personal security measures such obtaining an unlisted telephone number, purchasing an alarm system, or avoiding isolated areas, etc.

### **E. Health and Safety Representative / Joint Health and Safety Committee Obligations**

1. To respond to concerns related to workplace violence, or threat of workplace violence.
2. To review the results of workplace violence risk assessments and make recommendations to management.
3. To make recommendations regarding policies and procedures to prevent workplace violence.
4. To participate in investigations of work refusal due to workplace violence.

Everyone is required to work together to uphold this policy, and to take all reasonable steps required to prevent Workplace Violence.

This Workplace Violence Policy will be reviewed on an annual basis, or more frequently, as required.

**To:** Mayor & Council  
**From:** Elizabeth (Lisa) Slomke, Town Clerk / Interim Municipal Planner  
**Date:** June 17, 2019  
**Re:** **The Sleepy Owl – Billboard Sign Request**

### Background

Council received a letter from The Sleepy Owl at the April 8<sup>th</sup> Council meeting. The letter requested permission to install a billboard sign on municipal property along Frog Creek Road (across from Airport). Council referred said request to the Planning & Development Executive Committee for recommendation.

The Planning & Development Executive Committee (PDEC) considered the matter at their April 15 and May 6 meetings. PDEC put forward a recommendation to Council at the May 13<sup>th</sup> Committee of the Whole meeting to approve the request with conditions. Those conditions include entering into a land use agreement, issuance of a sign permit and the requirement for the applicant to pay an annual sign fee.

Please find attached Draft Land Use Agreement which has been reviewed by staff and the applicant. A by-law will need to be considered at the next Council meeting.

The Planning & Development Executive Committee recommends approval of agreement as presented, with minor additions related to H&S and WSIB.

Council approval of this report will agree to the recommendation of the Planning & Development Executive Committee to authorize the execution of a land use agreement with The Sleepy Owl for installation of a billboard sign on Town property at 1003 Frog Creek Road.
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June 19, 2019

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Update to the Town's Asset Management Policy**

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In 2017 the Town of Fort Frances began an ambitious review of its Asset Management program spurred on from changes to the Federal Gas Tax funding requirements surrounding Asset Management and an upcoming provincial regulation specific to municipal asset management programs. One of the first things in this review was to create and implement an Asset Management Policy. In May 2017 the Town's first Asset Management Policy was adopted by Council, ahead of the completion of the regulation, starting off our two-year update to our Asset Management program.

With the release of Ontario Regulation 588/17 the requirements for Municipal Asset Management Programs were formalized. At the last minute there were some additions to the requirements for Asset Management Policies which came out after the Town had adopted their policy. In advance of the July 1, 2019 deadline, please find attached report and draft revised policy from Adam Mitchell, Asset Management Coordinator.

The Asset management policy is the guiding document for the Town's entire program and details how the Town will address its assets through their lifecycle while balancing the financial abilities of the Town and expected levels of service of the users. A key piece to an effective Asset Management Program is to have the resources available to focus on this important task and the Town has been investing in our Asset Management program over the last number of years to get to where we are currently.

It is the recommendation of the Operations and Facilities Executive Committee that the updated Asset Management Policy be approved updating policy 4.28 to align with O.Reg 588/17.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the updated Asset Management Policy be approved updating policy 4.28 to align with O.Reg 588/17.**

Manager of Operations and Facilities



June 12, 2019

Report To: Travis Rob

From: Adam Mitchell, Asset Management Coordinator

**RE: Updates Made to Asset Management Policy with July 1<sup>st</sup>, 2019 Deadline**

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All municipalities in Ontario own, operate and maintain a wide array of infrastructure assets. These assets include, but are not limited to transportation networks, water distribution networks, sewage collection systems, reliable information technology systems, vehicle and equipment fleets, parks, and civic facilities. These assets are expected to function efficiently and effectively for many years. Knowing that all infrastructure has a defined service life, and as these assets age and deteriorate, municipalities are challenged with how to manage them in such a way to ensure that the full-service life is reached and there is a mechanism in place to enable their replacement. The term asset management is defined as “the application of sound technical, social and economic principles that considers present and future needs of users and the service from the asset”.

To move municipal asset management forward in Ontario, in 2018, the Provincial Government identified the need for an asset management policy that can be adopted by municipal councils and used to guide the development and use of organizational asset management by implementing regulation 588/17: Asset Management Planning for Municipal Infrastructure under the Infrastructure for Jobs and Prosperity Act, 2015 that outlines a municipality should;

- Maintain and manage infrastructure assets at defined levels
- Monitor standards and service levels to ensure that they meet/support community and the council’s goals and objectives.
- Develop and maintain asset inventories of all its infrastructures.
- Establish infrastructure replacement strategies using full life cycle costing principles.
- Plan financially for the appropriate level of maintenance of assets to deliver service levels and extend the useful life of assets.
- Plan for and provide stable long-term funding to replace and/or renew and/or decommission infrastructure assets.
- Consider and incorporate asset management in its other corporate plans.
- Report to citizens regularly on the status and performance of work related to the implementation of this asset management policy.

Once an asset management policy is adopted by a council, it is expected that staff implements the policy through the development and use of guidelines and practices.

The key principles contained in the attached asset management policy include;

- make informed decisions, identifying all revenues and costs (including operation, maintenance, replacement and decommission) associated with infrastructure asset decisions.
- integrate corporate, financial, business, technical and budgetary planning for infrastructure assets.
- establish organizational accountability and responsibility for asset inventory, condition, use and performance.
- consult with stakeholders where appropriate.
- manage assets to be sustainable.

- minimize total life cycle costs of assets.
- consider environmental goals.
- minimize risks to users and risks associated with failure.
- pursue best practices where available.
- report the performance of its asset management program.

The full asset management policy is attached to this report.

Respectfully Submitted



Adam Mitchell, EIT  
Asset Management Coordinator

2019JuneupdatedAMPPolicy

# THE TOWN OF FORT FRANCES

## Section: Operations and Facilities

### Policy: Strategic Asset Management

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<b>Creation Date:</b>	May 2017
<b>Revised Date:</b>	N/A
<b>Resolution Number:</b>	TBD
<b>Supersedes Resolution Number:</b>	N/A
<b>Policy Number:</b>	4.28

---

#### **Purpose:**

The purpose of this policy is to provide leadership and guidance for the Town of Fort Frances to ensure the strategic development of its infrastructure asset management program, including roles and responsibilities. The policy will facilitate logical and informed decision-making for the management of the municipal infrastructure to support the delivery of sustainable community services.

#### **Background:**

A comprehensive approach to infrastructure asset management will ensure levels of service (LOS) are being delivered in the most efficient and effective manner and that due regard and process are applied to the long-term management and stewardship of the Town's capital infrastructure assets. This document will provide a high-level statement of the organization's approach, principles and expectations related to asset management and will provide a focus for the creation, implementation, sustainment and continuous improvement of the Town's asset management program.

## **Alignment with Strategic Plan:**

Our vision is to maintain a safe community with sustainable growth requires alignment of the many initiatives underway in our organization at any given time in order for it to be achieved. This alignment is necessary to properly consider whether the level of service provided by our existing and planned assets is congruent and supports our vision.

Asset management planning therefore will not occur in isolation from other municipal goals, plans, and policies. Rather, an integrated approach will be followed to successfully develop practical asset management plans that align with the overarching accountabilities and aspirations of our community. The elements of our asset management planning approach keep us mindful of the goals described in our Strategic Plan, leverage our Official Plan and coincides with our Financial Plans. Council is to conduct an annual review of its asset management progress once the plan is completed.

## **Policy Statement:**

The Town of Fort Frances will implement an enterprise-wide asset management program through all Town divisions. The program will promote lifecycle management of all infrastructure assets, including lowest total cost of ownership and will define the provision of levels of service while balancing customer expectations with overall cost and business risk. The program will be based on continuous improvement with the goal of implementing industry best practices across all asset types and throughout the organization.

The program will include:

### **1. An asset registry**

The asset registry, or centralized asset database, will maintain an inventory of the Town's capital assets including unique ID, description, location information, their value (both historical and replacement), performance characteristics and/or condition, estimated remaining life and estimated repair, rehabilitation or replacement date; and estimated cost for the repair, rehabilitation or replacement.

### **2. Asset management plans**

Updated asset management plans will be developed to incorporate all infrastructure categories. The plans will leverage the data in the registry and known best practices to identify and implement improvements in business processes in order to balance a level of service that meets Citizen expectations with the costs and risks associated with providing the service. The asset management plans should be updated on a biennial basis to promote, document and communicate continuous improvement of practice.

### **3. Continuous improvement protocols**

Elements to be reviewed and advanced include:

- **Data as the foundation for the process**

Valid, defensible data is the foundation of good decision-making. It is essential to collect complete and accurate data for all municipal infrastructure and to maintain this accuracy and currency over time.



- **Condition assessment protocols**

Municipalities need to have a clear understanding regarding the performance and condition of their assets, as all management decisions regarding future expenditures and field activities should be based on this knowledge

- **Risk and Criticality Models**

Risk and criticality models and analysis are key elements of proper asset management practices and programs. Through their use, an asset manager can determine which infrastructure is critical to the organization and can also rank and rate the level of business risk associated with all of the infrastructure stock. This becomes invaluable when limited internal resources are being used to try and address a significant number of field needs or priorities.

- **Lifecycle Management**

Proper lifecycle management of infrastructure components, networks, and portfolios will assist in establishing budgets and make the best use of public funds. The types of preventative maintenance, rehabilitation and replacement activities and the timelines for application for each asset class will be reviewed.

- **Financial Strategy**

The two main risks to financial sustainability for municipalities are providing levels of service that do not reflect fiscal capacity and the cost of infrastructure. As a result, in order for an asset management program to be effectively implemented, it must be integrated with financial planning and long-term budgeting, identifying the need for senior government funding.

- **Level of Service Frameworks**

Desired levels of service are high level indicators, comprising many factors that establish defined quality thresholds at which municipal services should be supplied to the community. They support the organization's strategic goals and are based on citizen expectations, statutory requirements, standards, and the financial capacity of the municipality to deliver those levels of service.

#### **4. Performance Metrics and Reporting**

Performance metrics and reporting tools will be developed to transparently communicate and display the current state of practice, including service levels achieved, within the organization and to assist with the path of continuous improvement moving forward.

#### **5. Integration with Financial Plans**

The municipal asset management plan is to incorporate the strategies outlined in the towns Long-Term Capital Financial Plan Policy 1.19 and develop funding solutions to replace and/or renew municipal infrastructure assets based on lifecycle costing. The development of a long term comprehensive financial plan within the Town's Asset Management Plan will allow the Town to identify the financial resources (taxation, user fees, reserves, debt) required for sustainable asset management based on existing asset inventories, desired levels of service and projected growth requirements.

## **6. Tangible Capital Assets and their Capitalization Threshold**

The municipality's asset management plan is to incorporate all infrastructure categories and infrastructure assets that meet the capitalization threshold outlined in the organizations Accounting for Tangible Capital Assets Policy 1.18.

## **7. Alignment with Water and Wastewater Management Requirements**

The municipality will ensure that the asset management plan is aligned with

- I. Financial plans related to the municipality's water assets including any financial plans prepared under the Safe Drinking Water Act, 2002.
- II. Financial plans related to the Municipalities wastewater assets.

## **8. Alignment in accordance to Ontario's Planning Act**

The municipality's asset management plan must align with Ontario's land-use planning framework, including any relevant policy statement's issued under subsection 3(1) of the *Planning Act*, any provincial plans as defined in the *Planning Act* and the municipality's official plan.

## **9. Awareness and outside consideration**

The municipality will coordinate planning where municipal infrastructure assets connect or are interrelated with those of neighbouring municipalities or jointly-owned municipal bodies wherever viable and beneficial.

## **10. Community Engagement**

The municipality's asset management plan should provide opportunities for municipal residents and other interested parties to provide input into the municipality's asset management planning.

## **11. Accounting for Climate**

The municipality's asset management plan must address the vulnerabilities that may be caused by climate change to the municipality's infrastructure assets. Considerations should be made for operations, level of service and lifecycle management. Actions such as anticipated cost due to climate change, adaption opportunities, mitigation approaches, disaster planning and contingency funding should be considered.

## **12. Policy Review and Updates**

As of July 1<sup>st</sup>, 2019 the Strategic Asset Management Policy should be reviewed and, if necessary, updated at least every 5 years by the Town of Fort Frances.

## **Principles:**

### **Holistic**

Taking a comprehensive approach to asset management that looks at the 'big picture' and considers the combined impact of managing all aspects of the asset lifecycle.

### **System Focused**

Considering the assets in their asset system context, in terms of the different assets and their interrelationships, as opposed to optimizing individual assets in isolation.

### **Systematic**

Adopting a formal, consistent, repeatable approach to the management of infrastructure assets, will enable services to be provided in the most cost effective manner.

### **Innovative**

Continuous improvement will be a key part of our asset management approach and will focus on driving innovation in the development of tools, techniques and solutions.

### **Forward Looking**

Making the appropriate decisions and provisions to better enable our assets to meet the challenges of future citizen expectations, legislative requirements and climate change.

### **Risk-based**

Managing the asset risk associated with attaining the agreed upon levels of service, focusing resources, expenditures and priorities based upon risk and the corresponding cost/benefit

### **Citizen Focus**

Having clearly defined levels of service and providing assurance to our citizens by adhering to good, or where proven cost effective, best practice asset management processes and systems, supported by continually improving confidence in our asset data and achieving citizen satisfaction at the defined level of service.

### **Jobs and Prosperity**

The Township shall consider all principals outlined in section 3 of the *Infrastructure for Jobs and Prosperity Act, 2015*. This Act establishes mechanisms to encourage principled, evidence-based and strategic long-term infrastructure planning that supports economic growth, protection of the environment, and incorporates design excellence into infrastructure planning.

## **Roles and Responsibilities**

### **Council**

- Approve the asset management policy and direction of the asset management program
- Approve future amendments to the asset management policy
- Establish acceptable infrastructure levels of service
- Ensure that adequate resources are available to maintain the Town's asset management program
- Report to citizens on status of community's infrastructure assets and asset management program. The channels may include annual reports, business plans, etc.

### **Executive Lead - Asset Management Steering Committee**

- Will provide corporate oversight to the goals and directions of this Policy.
- Will ensure the asset management program aligns with Town of Fort Frances' current *Strategic Plan*.
- Track, analyze and report on asset management program benefits

**Divisional Management (Operations and Facilities Division)**

- Provide corporate wide leadership in asset management practices and concepts
- Provide asset management steering committee and divisional staff coordination
- Coordinate and track asset management program implementation and progress
- Develop and maintain asset inventories
- Assess Infrastructure condition and monitor service levels
- Establish and monitor infrastructure replacement levels through the use of full lifecycle costing principals
- Develop and maintain financial plans for the appropriate level of maintenance, rehabilitation, extension and decommissioning of assets

**Divisional Staff**

- Utilize the new business processes and technology tools
- Participate in implementing task teams as part of the asset management development
- Provide support and direction for asset management practices within their division



June 19, 2019

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Letter Dated May 31, 2019 from Riverside Health Care RE: Crosswalk on Sinclair Street**

---

At the June 10<sup>th</sup> meeting of Council, a letter was received and referred to the Operations and Facilities Executive Committee from Riverside Health Care requesting a cross walk be installed on Sinclair Street between Victoria Avenue and Armit Avenue.

Currently on Sinclair Street there are cross walks at both Victoria Avenue and Armit Avenue with stop signs on Sinclair street at those locations. This roadway is a very low volume roadway and in comparison, much lower than Nelson Street or Portage Avenue where other large parking lots are and workers cross frequently.

As discussed when reviewing the Legion request a number of weeks ago, there is a guidance document for crosswalks and the Town can not simply paint lines on a roadway and call it a cross walk. At a mid block location such as this, at a minimum, we would have to install signage at the cross walk as well as in advance of the cross walk which may impede delivery access to the Hospital building.

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

1. the request be referred to the Traffic Safety Committee for recommendation
2. that one of the speed signs be setup on this street to gather traffic speed and volume data.
3. That the costing for the purchasing and setup of the required signage be compiled and presented to Riverside.

Respectfully Submitted



Travis Rob, P.Eng  
Manager of Operations and Facilities

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that**

1. the request be referred to the Traffic Safety Committee for recommendation
2. that one of the speed signs be setup on this street to gather traffic speed and volume data.
3. That the costing for the purchasing and setup of the required signage be compiled and presented to Riverside.



May 31, 2019  
ADM-068

110 Victoria Avenue  
Fort Frances, Ontario  
P9A 2B7

Phone: 807-274-3266  
Fax: 807-274-2898  
E-mail: [riverside@rhcf.on.ca](mailto:riverside@rhcf.on.ca)  
[www.riversidehealthcare.ca](http://www.riversidehealthcare.ca)

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

To Whom It Concerns:

Riverside Health Care's LaVerendrye General Hospital site is encountering a greater volume of vehicle traffic along Sinclair Street, some driving very quickly, causing a safety concern. As community partners I hope we can work together to minimize this risk.

For the Safety of the 287 staff at LaVerendrye General Hospital, with approximately 125 staff crossing the Sinclair Street public roadway daily to attend work, we request that there be a painted crosswalk on the public roadway from the exit of our staff parking lot across Sinclair Street. The cross streets at either end of this Sinclair Street block are Armit Avenue and Victoria Avenue. We, Riverside Health Care, will also be painting a non-slippery "keep clear zone" at the point where the crosswalk meets our property, up to our staff door entrance to ensure a safe path for all. We do not feel that there is a need for overhead signals, just the paint for an official crosswalk.

If there are any questions or concerns please contact our Occupational Health & Safety Coordinator Shirley Whitefield at 274-3261 extension 4521. Shirley will plan to attend the June 24, 2019 Council meeting, if that is when this matter will be spoken to. Please advise.

Thank you for your consideration of this safety matter.

Yours truly,

Henry Gauthier  
Vice President Corporate Services  
Chief Operating & Financial Officer

/sb

June 19, 2019

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Request to place a can recycle depot at the Sorting Gap Marina**

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Since the June 5, 2019 Operations and Facilities Executive Committee the following information has been collected, as discussed, surrounding the placement of can recycle bin at the Sorting Gap Marina.

The Town's insurance company was contacted and provided the following recommendations:

*"I would suggest that an agreement is in place between the Town and the Lions Club that requires the Lions Club to provide proof of insurance naming the Town as Additional Insured. The agreement should be drafted by the Town's lawyer and should also contain an indemnification clause in favour of the Town. It should be clear who is liable for third party injury and who will insure the recycle container (property).*

*We would be happy to review an agreement once drafted."*

Further the Community Services Division was contacted to provide operational input into this request. Jason Kabel, Community Services Manager provided the following comments:

*- A bin near the Marina as per the request at the location specified is not a good option. We have a beautiful asset along the waterfront and feel that a bin placed close to the sidewalk would detract from the beauty.*

*- The location as specified may serve to obstruct sight lines for boat traffic as they approach the ramp area. With kids running around at the adjacent playground it could pose a safety concern with the visual obstruction.*

*- In speaking with Bill Michl about the location, he seemed open to alternative options. If it is determined that we should offer this as an opportunity than a location on the North side of front street would be more desirable.*

*- We have recycling containers to offer patrons & staff at the Marina building (small one inside & large one outside on wheels).*

Given the above noted comments and further to the report dated May 22, 2019, this location is still a very busy location in Town, in the summer months particularly, and any location selected to place a bin would likely be in the way for any number of groups hosting events at this location.

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

1. the request from the Voyageur Lions Club to place a can recycle depot at the Sorting Gap Marina be denied.
2. Council endorse administration to develop a policy before the end of 2019 that outlines the placement of 3rd party assets being located on Town property and Town right of ways.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Travis Rob', with a stylized flourish at the end.

Travis Rob, P.Eng  
Manager of Operations and Facilities

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that**

- 1. the request from the Voyageur Lions Club to place a can recycle depot at the Sorting Gap Marina be denied.**
- 2) Council endorse administration to develop a policy before the end of 2019 that outlines the placement of 3rd party assets being located on Town property and Town right of ways.**

2019June Lions Club Recycle Request Report 2





**ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2019/54**

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

**FROM:** Dawn Galusha, Treasurer

**DATE:** June 7, 2019

**SUBJECT:** Councillor J McTaggart–OAPSB Annual Conference Travel Expense and Per Diem

**BACKGROUND**

Attached is a copy of the Schedule “B” Travel Expenses of \$614.41 and Schedule “F” Travel Statement – Mayor/Council Honorarium per diem in the amount of \$640.00 for attendance at the Ontario Association of Police Services Boards Annual Conference in Windsor, Ontario on May 22-25, 2019 as submitted by Councillor John McTaggart.

Expenses

1. Meals	\$ 160.00
2. Equivalent Gasoline- FF to Thunder Bay	77.84
3. Equivalent Airfare- Thunder Bay to Windsor	<u>376.57</u>
	614.41
4. Per Diem	<u>640.00</u>
Total travel and Per Diem Claims	<u><u>\$1,254.41</u></u>

The registration fee of \$593.25 and \$581.73 hotel accommodations was paid by the Town resulting in the total cost of \$2,429.39 to attend Training as authorized by the Police Services Board.

The per diem claim is in compliance with Town of Fort Frances By-Law 02/10-E Schedule ‘A’.

**RECOMMENDATION**

The Administration & Finance Executive Committee recommends approval of the Travel Expense and Per Diem claims in the amount of \$1,254.41 as submitted by Councillor John McTaggart for his attendance at the Ontario Association of Police Services Boards Annual Conference in Windsor, Ontario on May 22-25, 2019.

Council Approval of this Report Will Agree to the Administration & Finance Executive Committee recommendation to approve a total payment of \$1,254.41 to Councillor J. McTaggart.

**TOWN OF FORT FRANCES - SCHEDULE "B"  
TRAVEL EXPENSE STATEMENT**

1. Attendee	JOHN D McTAGGART							
2. Conference/Seminar Attended	OAPS B ANNUAL CONFERENCE							
Location (Facility and City)	WINDSOR ON.							
Dates	MAY 22-26, 2019.							
3.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
Accommodation	PAID ON TOWN CREDIT CARD							
Transportation	EQUIVALENT AIR FARE							
Breakfast				20.00	/	/	/	20.00
Lunch				25.00	/	/	25.00	50.00
Dinner				/	45.00	/	45.00	90.00
Per Diem								
Other								
4. Prepaid Expenses	Registration		Air Travel		Other		Total	
	✓							
5. Town Used Vehicle	Yes	✓ No	Reason					Total
Mileage Claimed	KM x CRA rate =		EQUIVALENT GAS FEE - THUNDER BAY RETURN					77.84
6. Approved						Total Expenses		614.41
						Advance Received		0
						Balance Claimed		614.41
						Balance Refunded		

**The agenda must be attached to process payment**

In claiming the above amounts, I certify that the expenses have been incurred on behalf of the Town, that the means of transportation were the most economical, with due regard to convenience, and that the expenditures were made in the exercise of my duties. NB – a valid and detailed receipt must accompany hotel Visa slips.

Date

Date

Date

Employee Signature

Supervisor Signature

Division Manager Signature

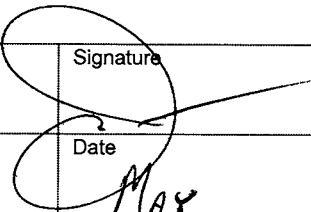
Date	Treasurer	A / P	Cashier

**TOWN OF FORT FRANCES - SCHEDULE "F"**  
**TRAVEL STATEMENT – MAYOR / COUNCIL HONORARIUM**

Attendee	JOHN McTAGGART
Conference / Seminar Attended	OASPB ANNUAL CONFERENCE
Location	WINOSOR ON
Dates	MAY 22-25

**Details of Per Diem**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date			MAY 22	MAY 23	MAY 24	MAY 25		
Amount			160.00	160.00	160.00	160.00		640 <sup>00</sup>

Name (Please Print)	Signature
JOHN D. McTAGGART	
Approved	Date
	MAY , 2019

To be submitted to Payroll for processing when approved by Council

**June 5, 2019**

**Expenses for Trip to OAPSB Conference**

**To Administration and Finance,**

**I have struggled a little bit with my expenses for my recent trip to Windsor for the Ontario Association of Police Services Boards conference. I want to be fair in my claim and I hope that you will see that it is in fact fair, but I leave the decision up to you.**

**I choose to drive my own vehicle so that I could tie in some personal time with the business of the town.**

**Windsor is not easy to get in and out when trying to connect with flights to Thunder Bay.**

**What I have claimed is the equivalent airfare from Thunder Bay to Windsor and return, in addition to estimated gas for the trip from Fort Frances to Thunder Bay and return. The thinking on that being that there would have been that expense if I had taken the company vehicle.**

**Thank you for your consideration.**



**Councillor John McTaggart**

**CAESARS**  
WINDSOR

377 Riverside Drive East  
Windsor Ontario N9A 7H7  
Tel: (519) 258-7878 Fax: (519) 985-5800  
FOR RESERVATIONS CALL 1-800-991-8888

Name: JOHN MCTAGGART  
Address: TOWN OF FORT FRANCES POLICERTA  
FORT FRANCES ON P9A 3P9  
CA  
Group Code: APS0521  
Company Name:

HST# 127071728RT0002  
Room: WT 1860  
Arrive: 5/22/19  
Depart: 5/25/19  
Persons: 1  
Deposit Amt:  
Reservation ID: 435633527453  
Guest Folio ID: 436075186709

DATE	REFERENCE	DESCRIPTION	TKT#	S	AMOUNT	DATE	REFERENCE	DESCRIPTION	TKT#	S	AMOUNT
05/22/19	436069000603	ROOM CHARGE WT 1860	WT 1860		165.00						
		TAX			28.91						
05/23/19	436079000614	ROOM CHARGE WT 1860	WT 1860		165.00						
		TAX			28.91						
05/24/19	436089000615	ROOM CHARGE WT 1860	WT 1860		165.00						
		TAX			28.91						
05/25/19	436095275526	FD VISA			581.73-						
		*****8250									
										TOTAL	.00

C/O CASHIER CATHY

**Thank you for staying with us**

\*\*Guest's Signature \_\_\_\_\_

**Share your experience on TripAdvisor! [www.tripadvisor.com/Rateit-Caesars](http://www.tripadvisor.com/Rateit-Caesars)**

Join Caesars Entertainment's loyalty program, Total Rewards, to receive credit for everything you do!  
Download our free mobile app, "Play by Total Rewards" from the App Store or Google Play, to check your Reward Credit balance and explore  
Caesars Entertainment resorts, shows, restaurants and nightclubs worldwide.

**Visit [www.totalrewards.com](http://www.totalrewards.com) for more information or to sign up.**

\*\*I agree that my liability for this folio is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges. Merchandise or services purchased on this credit card are not eligible for cash refunds. A credit will be processed to the credit card.



Air Canada - Payment

Player | QX104 | Today's

<https://www.aircanada.com/ca/en/aco/home.html#/purchases>

AIR CANADA

English

Customer Support

Sign In

YQT

YQG

3 days

1

\$376<sup>57</sup>

Thunder Bay

Windsor

12 May - 14 May

10:50

16:28

1 Stop - 5hr38m

Thunder Bay

Windsor

YQT

2hr50m

Economy - Basic

1 Adult

\$133

Includes travel operated by Air Canada Rouge & Air Canada Express - Jazz

Details

!

The flight between Thunder Bay (YQT) and Toronto (YYZ) is operated by Air Canada Rouge. You'll want to learn more [here](#) about Air Canada Rouge's in-flight services and amenities, as these differ from those of Air Canada.

Economy Basic is a restricted fare. [Learn More](#)

!

The flight between Toronto (YYZ) and Thunder Bay (YQT) is operated by Air Canada Rouge. You'll want to learn more [here](#) about Air Canada Rouge's in-flight services and amenities, as these differ from those of Air Canada.

Return Flight: Saturday, May 25th, 2019

Windsor, CA (YQG) - Thunder Bay, CA (YQT)

15:05

23:06

1 Stop - 8hr01m

Windsor

Thunder Bay

YQG

5hrs

Economy - Basic

1 Adult

\$243

Includes travel operated by Air Canada Express - Jazz & Air Canada Rouge

Details

!

The flight between Toronto (YYZ) and Thunder Bay (YQT) is operated by Air Canada Rouge. You'll want to learn more [here](#) about Air Canada Rouge's in-flight services and amenities, as these differ from those of Air Canada.

Star Feedback

Air Canada - Payment | Player | QX104 | Today's C

https://www.aircanada.com/ca/en/aco/home.html#/purchase/b

YQT YQG 3 days 1P \$376.57

4 Day Getaway with Trip Extension Medical Plan

Per day (for 365 days): \$45.00

☐ No thanks I do not want to purchase travel insurance right now.

### Payment

In the event of an irregularity in the transaction and to avoid fraudulent purchases (for example, due to a lost card or if false information is given), Air Canada reserves the right to request additional information.

Air Canada takes the security of your personal data seriously and will only use your data in accordance with our Privacy Policy.

View price breakdown

	1 Adult
Air Transportation Charges	275.00
Taxes, fees and charges	101.57
<b>GRAND TOTAL - Canadian dollars</b>	<b>\$376.57</b>

### Payment Method

☒ Air Canada Gift Card or eCoupon

☐ masterpass

☐ VISA Checkout

☐ WeChat Pay

☐ Alipay

☐ Interac® Online

☐ Credit Card/Debit Card

**Email confirmation**

VISA AIR CANADA ACCREDITED UATP

# Review Booking

Mr. john mctaggart

Ticket Number

Click to see the flight details of this passenger.

## Departing Flight:

Wednesday, May 22nd, 2019

Thunder Bay, CA (YQT) - Windsor, CA (YQG)

10:50

1 Stop - 5hr38m

16:28

Thunder Bay

Windsor



YYZ

+ 2hr50m

Includes travel operated by Air Canada Rouge & Air Canada Express - Jazz

Details

Economy - Basic fare rules Opens in a New Window \$133

1 adult

A reminder that your Economy Basic fare includes some restrictions.

The flight between Thunder Bay (YQT) and Toronto (YYZ) is operated by Air Canada Rouge.

You'll want to learn more Opens in a new window External site which may not meet accessibility guidelines. about Air Canada Rouge's in-flight services and amenities, as these differ from those of Air Canada.

Economy Basic is a restricted fare. Learn More

## Return Flight:

Saturday, May 25th, 2019

Windsor, CA (YQG) - Thunder Bay, CA (YQT)

15:05

1 Stop - 8hr01m

23:06

Windsor

Thunder Bay



YYZ

+ 5hrs

Includes travel operated by Air Canada Express - Jazz & Air Canada Rouge

Details

Economy - Basic fare rules Opens in a New Window \$243

1 adult

A reminder that your Economy Basic fare includes some restrictions.

The flight between Toronto (YYZ) and Thunder Bay (YQT) is operated by Air Canada Rouge.

You'll want to learn more [Opens in a new window](#) [External site which may not meet accessibility guidelines](#) about Air Canada Rouge's in-flight services and amenities, as these differ from those of Air Canada.

Economy Basic is a restricted fare. [Learn More](#)

## RBC Travel Insurance

Purchase RBC travel insurance now. Underwritten by RBC Insurance Company of Canada. In Quebec, certain coverages underwritten by RBC General Insurance Company.

### Travel within Canada Package

\$14.<sup>85</sup>

Per day

Total cost (including taxes):

\$59.40

### Cancellation and Interruption

\$11.<sup>07</sup>

Per day

Total cost (including taxes):

\$44.28

### 4-Day Getaway Multi-Trip Annual Medical Plan

\$11.<sup>25</sup>

Per day

Total cost including taxes (for 365 days):

\$45.00

☐ **No thanks.** I do not want to purchase travel insurance right now.

## Payment

---

In the event of an irregularity in the transaction and to avoid fraudulent purchases (for example, due to a lost card or if false information is given), Air Canada reserves the right to request additional information.

**John McTaggart**

---

**From:** John McTaggart <jmctaggart@fortfrances.ca>  
**Sent:** June-05-19 1:36 PM  
**To:** john@mctaggarts.ca  
**Subject:** Fwd: Fuel Receipt from Fort Frances to Thunder Bay  
**Attachments:** scans@fortfrances.ca\_20190603\_133539.pdf; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

**From:** Doug Brown <dbrown@fortfrances.ca>  
**Date:** June 3, 2019 at 1:47:13 PM CDT  
**To:** John McTaggart <jmctaggart@fortfrances.ca>  
**Subject:** FW: Fuel Receipt from Fort Frances to Thunder Bay

Hi John, here is my receipt for gas from Fort Frances to Thunder Bay (\$ 38.92) you would be safe by doubling it for your claim. I left on a full tank and return home- filling the car up at the Esso card lock on McIrvine Road (Town gas card). I would support you submitting \$ 38.92\*2= \$ 77.84. Hope this helps. DB

-----Original Message-----

**From:** scans@fortfrances.ca <scans@fortfrances.ca> On Behalf Of scans@  
**Sent:** Monday, June 03, 2019 1:36 PM  
**To:** Doug Brown <dbrown@fortfrances.ca>  
**Subject:** Scanned image from WA1902

**Reply to:** scans@fortfrances.ca <scans@fortfrances.ca> Device Name: WA1902 Device Model: MX-5141N  
 Location: Town of Fort Frances

File Format: PDF (Medium)  
 Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>





Promo 90 \$0.00  
Offer Discount (\$1.11)

	Sub Total	\$38.92
13.0% HST tax on	\$0.00	\$0.00
5.0% HST-F tax on	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$38.92</b>
VISA:		\$38.92
Change		\$0.00

Fuel Includes HST 13.0% \$4.48  
Fuel Includes HST-F 5.0% \$0.00  
HST - Fuel - ON No. 86370067ORT0091

01 APPROVED - THANK YOU 001

VISA

XXXXXXXXXXXX3059

TERMINAL No. 89221561

C

PURCHASE

INV No. 2215615821

APPROVAL No. 042831

VISA CREDIT

AID A0000000031010

T/R 80E0008000

TSI 6800

**VERIFIED BY PIN**

Wednesday, May 22<sup>nd</sup>, 2019

DAY 1

12:00 PM - 6:00 PM	CONFERENCE REGISTRATION AND INFORMATION DESK Pre Function Area	
12:00 PM - 4:00 PM	BOARD TRAINING - STRATEGIC PLANNING <i>Fred Kaustinen, Executive Director, Ontario Association Police Services Boards</i> <i>Martis J. Mercuri</i>	
4:00 PM - 6:00 PM	OAPSB BOARD OF DIRECTORS' MEETING <i>Saturni</i>	
6:00 PM - 6:30 PM	★ WELCOME RECEPTION <i>Cash Bar</i> <i>Augustus II</i>	Sponsored by Zone 2 & Ottawa Police Services Board
6:30 PM - 8:00 PM	★ WELCOME DINNER <i>Dress: Business Casual</i> <i>Augustus II</i>	Sponsored by The Toronto Police Services Board

★ Includes paid companions



# OAPSB LABOUR SEMINAR

OCTOBER 10-11, 2019

Four Points by Sheraton Toronto Airport

6257 Airport Rd, Mississauga, ON L4V 1E4

Thursday, May 23<sup>rd</sup>, 2019

DAY 2

7:30 AM - 5:00 PM	CONFERENCE REGISTRATION AND INFORMATION DESK Pre Function Area	
7:30 AM - 9:00 AM	★ HOT BUFFET BREAKFAST <i>Augustus II</i>	Sponsored by Durham Police Services Board
9:00 AM - 9:15 AM	OPENING CEREMONY & GREETINGS <i>Phil Huck, Chair Ontario Association Police Services Boards</i> <i>Mayor Drew Dilkens, City of Windsor &amp; Chair Windsor Police Services Board</i> <i>Fred Kaustinen, Executive Director, Ontario Association Police Services Boards</i> <i>Augustus I</i>	
9:15 AM - 12:00 PM	BREAKOUT SESSIONS 1  <i>For Municipal Boards</i> <b>THE COMMUNITY SAFETY &amp; POLICING ACT 2019</b> <b>MINISTRY OF THE SOLICITOR GENERAL</b> <i>Fuad Abdi, Manager, Policing Standards Section</i> <i>Cecilia Ormole, Team Lead, Policing Standards Section</i> <i>Augustus I</i>	
10:30 AM - 10:45 AM	REFRESHMENT BREAK Pre Function Space	Sponsored by Chatham Kent Police Services Board
11:00 AM - 4:30 PM	★ COMPANION TOUR <i>Winery &amp; Brewery Tours to Essex County's North Shore</i> <i>Shuttle Pick up (McDougall Street)</i>	

★ Includes paid companions

Please go to [eventmob.com/oapsb/](http://eventmob.com/oapsb/) to access the full event agenda & additional conference details.

12:00 PM - 12:50 PM	<b>BUFFET LUNCH</b> Augustus II	Sponsored by Halton Police Services Board
12:30 PM - 12:50 PM	<b>ONTARIO ASSOCIATION CHIEFS OF POLICE</b> Chief Bryan Larkin, Waterloo Police Services Board Augustus I	
12:50 PM - 2:00 PM	<b>CALM: A PROVEN FOUR-STEP PROCESS TO TRANSFORM STRESS INTO ACTION</b> Denise Marek, International Speaker/Author/Worry Management Expert Augustus I	
2:00 PM - 4:45 PM	<b>BREAKOUT SESSIONS 2</b>  For OPP Boards <b>THE COMMUNITY SAFETY &amp; POLICING ACT 2019</b> <b>MINISTRY OF THE SOLICITOR GENERAL</b> Fuad Abdi, Manager, Policing Standards Section Cecilia Ormole, Team Lead, Policing Standards Section Augustus III  For Municipal Boards <b>FIRST NATIONS COMMUNITY SAFETY</b> Professor Andy Graham, Queen's University Fabian Battise, Board Liaison, Nishnawbe Aski Police Service Augustus I	
3:15 PM - 3:30 PM	<b>REFRESHMENT BREAK</b>	Sponsored by The City of Quinte West
5:30 PM - 7:30 PM	<b>★ HOST CITY RECEPTION</b> Hosts: Windsor Police Services Board and Tourism Windsor Essex Pelee Island Location: Willistead Manor Shuttles Available (McDougall Street) Dress: Casual	

★ Includes paid companions

7:30 AM - 4:00 PM	<b>CONFERENCE REGISTRATION AND INFORMATION DESK</b> Pre-Function Area	
7:30 AM - 9:00 AM	<b>★ HOT BUFFET BREAKFAST</b> Augustus II	Sponsored by Peel Police Services Board
8:00 AM - 9:00 AM	<b>ZONE MEETINGS &amp; LOCATIONS</b> Zone 1 - Jovis Zone 1A - Mercury Zone 3 - Martis	
9:00 AM - 9:30 AM	<b>POLICE BOARDS &amp; THE MEDIA</b> Wendy Gillis, Crime Reporter The Star Augustus I	
9:30 AM - 10:00 AM	<b>POLICE BOARDS &amp; POLICE ASSOCIATIONS</b> Bruce Chapman, President Police Association of Ontario Augustus I	
10:00 AM - 10:30 AM	<b>SEXUAL ASSAULT INVESTIGATION REVIEWS</b> Vanessa Ambtman-Smith, London Police Services Board Augustus I	
10:30 AM - 10:45 AM	<b>REFRESHMENT BREAK</b> Pre-Function Space	Sponsored by Hamilton Police Services Board
10:45 AM - 12:00 AM	<b>COMMUNITY SAFETY &amp; WELL-BEING PLANNING</b> Rob Burton, Chair Halton Police Services Board Deputy Chief Nishan Duraiappah, Halton Police Services Alex Sarchuk, Commissioner of Social and Community Services Augustus I	Source for information
12:00 AM - 12:20 PM	<b>SECTION 10 ELECTIONS</b> Augustus I	
12:00 PM - 1:00 PM	<b>BUFFET LUNCH</b> Augustus II	Sponsored by Regional Municipality of York Police Services

★ Includes paid companions

DAY 3

12:30 PM – 12:50 PM	REMARKS SOLICITOR GENERAL <i>Honourable Sylvia Jones, Solicitor General</i> Augustus I
1:00 PM – 1:20 PM	WOUNDED WARRIORS <i>Phil Ralph, National Program Director, Wounded Warriors Canada</i> Augustus I
1:20 PM – 1:40 PM	GARDAWORLD <i>Colleen Arnold, National Vice President, Customer Service Excellence &amp; Operations Central Canada Garda World</i> Augustus I
1:45 PM – 2:45 PM	CANNABIS UPDATE: OUTDOOR GROW, AN INDUSTRY DISRUPTER <i>Moderator: Jeanine Lassdine-Berglund</i> <i>Speakers: WeedMD, 48North Cannabis Corp</i> Augustus I
2:45 PM – 3:00 PM	REFRESHMENT BREAK <i>Pre Function Space</i> <div>Sponsored by Zone 4 &amp; Niagara Police Services Board</div>
3:00 PM – 4:30 PM	OAPSB ANNUAL GENERAL MEETING <i>Restricted to voting delegates (PSB members) and their Board staff</i> Augustus I
4:30 PM – 6:00 PM	FREE TIME
4:30 PM – 5:00 PM	OAPSB BOARD OF DIRECTORS MEETING Saturni
6:00 PM – 7:30 PM	★ COCKTAIL RECEPTION <i>Cash Bar</i> <i>Pre-Function</i> <div>Sponsored by Town of Essex, Town of Lakeshore, Town of Leamington, Town of Tecumseh</div>
7:30 PM – 9:30 PM	★ OAPSB CHAIR'S GALA <i>Dress: Business Suit/Dress</i> <i>Entertainment</i> Augustus I <div>Sponsored by GardaWorld</div>

★ Includes paid companions

Saturday, May 25<sup>th</sup>, 2019

DAY 4

8:00 AM – 9:00 PM	★ HOT BUFFET BREAKFAST <i>Augustus II</i> <div>Sponsored by Zone 5</div>
9:00 AM – 11:00 AM	THE FUTURE OF POLICE BOARD TRAINING <i>Fred Kaustinen, Executive Director, Ontario Association Police Services Boards</i> Augustus I
11:00 AM	CLOSING REMARKS <i>Chair, Ontario Association Police Services Boards</i> <i>Fred Kaustinen, Executive Director, Ontario Association Police Services Boards</i> Augustus I

★ Includes paid companions

2020  
OAPSB  
SPRING  
CONFERENCE & AGM

📅 MAY 27-30, 2020

📍 Toronto Eaton Centre

220 Yonge St, Toronto, ON M5B 2H1

June 17, 2019

Report To: Mayor & Council

From: John McTaggart, PSB Chairperson & Doug Brown, CAO

**SUBJECT: Proposal for OPP Special Constables to Provide Court Security Services**

At the April 5<sup>th</sup>, 2019 Police Services Board Meeting, the Board passed a resolution to instruct Inspector N Schmidt, Rainy River District detachment commander to seek a cost estimate for an enhancement to the existing OPP police service contract for 2 special OPP constables to be utilized to provide court security services.

The two special OPP constables would replace regular uniform OPP constables for court security services. Utilizing special constables for court security is a common practice undertaken by most communities in Ontario. Both Kenora & Dryden utilize special constables for court security services. The main reason why this costing was requested was to determine if the community was receiving court security services in the most cost-effective means available.

Please find attached a spreadsheet outlining the Town's 2019 estimated cost for court security using regular OPP uniform constables (September 24, 2018) vs costs using 2 special OPP constables (proposed). As you can see the net saving is estimated at **\$ 113,835** per year.

At this time, a Council decision is required to amend the current OPP police service contract to include 2 special constables to provide court security services. This is considered an enhancement to the existing contract and will reduce court security costs going forward.

Based on discussions with Inspector Schmidt an enhancement to the current contract is **not subject** to the phased-in capping adjustment and 2019 is the last year of the 5-year capping protection strategy. As a result, it is more advantageous to the Town from a purely cost containment standpoint to have the 2 special constables hired and in place for January 1<sup>st</sup>, 2020. It is estimated that it will take 3 months for the OPP to recruit 2 special OPP constables to provide court services in Fort Frances.

The following is recommended;

- 1) That the current OPP service contract which expires on December 31, 2019 be amended to include the enhancement for 2 special constables to provide court security services starting January 1<sup>st</sup>, 2020.
- 2) That the OPP be provided direction to commence the recruitment process around the 1<sup>st</sup> week in October 2019 for two special constables for court security services in Fort Frances.



- 3) **If it is not possible** to amend the current OPP service contract to include the enhancement for 2 special constables, that a new OPP service contract be developed to include this enhancement.

Respectfully Submitted  
Town of Fort Frances

Doug Brown, P. Eng.  
CAO

John McTaggart, Chairperson  
Police Services Board

**COUNCIL approval of this report will ensure the following:**

- 1) **THAT** the current OPP service contract which expires on December 31, 2019 be amended to include the enhancement for 2 special constables to provide court security services starting January 1, 2020;
- 2) **THAT** the OPP be provided direction to commence the recruitment process around the 1<sup>st</sup> week in October 2019 for two special constables for court security services in Fort Frances; and
- 3) If it is not possible to amend the current OPP service contract to include the enhancement for 2 special constables, that a new OPP service contract be developed to include this enhancement.

2019Junespecialconstablereport

	Regular Uniform Constables							Proposed Special Constables						Net Saving per year	Note
	\$/FTE	Positions	\$		Sub-Total	Total		\$/FTE	Positions	\$		Sub-Total	Total		
1 Uniform Members															
2 Constables .....	\$100,708	1.75	100,708.00					\$65,648	2	\$131,296					
3 Total Uniform Salaries					\$176,434							\$131,296			
4 Statutory Holiday Payout .....	\$3,564				\$6,244										
5 Shift Premiums .....	\$685				\$1,200										
6 Benefits (Full-time 28.09%, Part-time 14.73%) .....					\$49,560			\$17,134	2	\$34,268		\$34,268			
7 Total Uniform Salaries and Benefits						\$233,439							\$165,564	-\$67,875	
8 Detachment Civilian Members															
9 Guards .....	\$59,103	0.73	43,328.00												
10 Total Detachment Civilian Salaries					\$43,328										
11 Benefits (26.10%, Part-time 19.77%) .....					\$8,566										
12 Total Detachment Civilian Salaries and Benefits						\$51,894							\$51,894	\$0	As a result of hiring 2 Special Constables less guard time will be required however difficult to estimated actual saving
13 Support Staff - Salaries and Benefits															
14 Communication Operators .....	\$6,564				\$11,500										
15 Prisoner Guards .....	\$1,715				\$3,005										
16 Operational Support .....	\$4,642				\$8,133										
17 RHQ Municipal Support .....	\$2,477				\$4,340										
18 Telephone Support .....	\$122				\$214										
19 Office Automation Support .....	\$644				\$1,128										
20 Mobile and Portable Radio Support .....	\$188				\$329										
21 Total Support Staff Salaries and Benefits Costs						\$28,648							\$0	-\$28,648	No Support Staff linked with Special Constable positions thus no support staff costs
22 Total Salaries & Benefits						\$313,980							\$217,458	-\$96,522	
23 Other Direct Operating Expenses															
24 Communication Center .....	\$182				\$319										
25 Operational Support .....	\$811				\$1,421										
26 RHQ Municipal Support .....	\$232				\$406										
27 Telephone .....	\$1,373				\$2,405										
28 Mobile Radio Equipment Repairs & Maintenance ..	\$163				\$286										
29 Office Automation - Uniform .....	\$2,140				\$3,749										
30 Vehicle Usage .....	\$8,351				\$14,650										
31 Detachment Supplies .....	\$539				\$944										
32 Uniform & Equipment .....	\$1,944				\$3,406										
33 Total Other Direct Operating Expenses						\$27,567		\$5,127	2				\$10,254	-\$17,313	
34 Total 2019 Estimated Court Security Costs						\$341,547							\$227,712	-\$113,835	
35 Total OPP Policed Municipal Properties						4047							4047		
36 Cost per Property						\$84.40							\$56.27	-\$28.13	



Fort Frances WPCP  
200 McIrvine Rd  
Fort Frances, Ontario  
P9A 3S3  
Tel: 807-274-3121  
Fax: 807-274-8381

June 17, 2019

Town of Fort Frances  
320 Portage Avenue  
Fort Frances Ontario  
P9A 3M5

Attention: Mr. Craig Miller  
Environmental and Facilities Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility  
May 2019 Monthly Report**

As per the operating agreement, the attached document is the May 2019 monthly report for the Fort Frances Wastewater Treatment Facility.

The report highlights the influent and effluent quality and the process parameters. Additionally, the routine operation and maintenance activities conducted by the operators are summarized.

If you have any questions regarding this report do not hesitate to contact Mr. Jeff St. Pierre- Regional Hub Manager.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Kelly C', is positioned above the typed name.

Kelly Cunningham  
Team Lead

For Jeff St. Pierre  
Regional Hub Manager

**The Corporation of the Town of Fort Frances  
Wastewater Treatment Plant  
(Sewage Plant)  
May 2019 Monthly Operations Report**

**INTRODUCTION**

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of May 2019; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

**DESCRIPTION OF WORKS**

Capacity of Works	9000 m <sup>3</sup> /day (average flow)
Service Area	Town of Fort Frances and Couchiching Reserve
Service Population	9000
Effluent Receiver	Rainy River
Major Process	Secondary treatment facility complete with a phosphorus removal system; ultra violet disinfection; aerobic sludge stabilization and dewatering

The Fort Frances Sewage Treatment Plant operates under *Environmental Compliance Approval Number 6786-A44PWG*. The ECA outlines the terms and conditions, and the report captures these terms and conditions in the following sections.

**LABORATORY**

ALS Laboratory Group – Thunder Bay is contracted to conduct the required analytical tests of the influent (raw) and effluent samples; weekly requirement.

**MAY 2019 EFFLUENT QUALITY**

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD <sub>5</sub>	2.6 mg/L	25 mg/L	15 mg/L	20.8 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	5.0 mg/L	25 mg/L	15 mg/L	41.8 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.11 mg/L	1.0 mg/L	0.9 mg/L	0.91 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	9.52 mg/L 5.26 mg/L					
Total Cl <sub>2</sub> Residual		<0.01 mg/L (when in use)				
E-Coli		40.5 count/100 ml (geometric mean )		200 count/100ml (geometric mean )		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 6.7 to 7.1; average pH was 6.9		
Temperature degrees C				Temperatures ranged from 7.0 to 9.0 C; average temperature of effluent was 7.9 C		

Compliance criteria are mandatory requirements of the ECA and performance objectives are a goal to be achieved using best reasonable efforts.

**WASTEWATER LIQUID PROCESS**

The average daily flow for May was 8244.3 m<sup>3</sup>/day. This represents 92% of the design average flow. Total treated flow for the month was 255574 m<sup>3</sup>.

The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objective levels as outlined in the Environmental Compliance Approval.

\*\*The Town of Fort Frances accepted an additional 231.9 m<sup>3</sup> of sewage from the New Gold mine site into the collection system. Lab analyses have not been provided.



## MAINTENANCE

The operators performed the routine operations and maintenance at the treatment plant and pumping stations. The activities are highlighted as follows and a summary will be included:

### Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash on the Fournier press
- Drained and inspected teacup, hosed snail
- Replaced belts on blower 4
- Wiped DO probes
- Pumped out the digester valve chamber sump
- Replaced shear pin long collector 1 drive
- Repaired the hoist in the sludge/polymer area

### Pump Stations:

- Ran gensets
- Changed seal water strainers

## PROCESS AND OPTIMIZATION ISSUES

The new progressive cavity polymer pump and VFD have been installed and commissioned by Fournier. We are using the new pump and we are now ordering polymer in totes.

## SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 135 m<sup>3</sup> (14 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 19.6 % TS for the month but slump test results from the landfill have not been provided. The new polymer pump is in use and we are ordering polymer in totes.

The Fournier press ran for 141.6 hours in May.

## COMPLAINTS

There were no complaints during the report period.

### **BYPASS/OVERFLOW REPORT(S)**

There were no bypass events during the month.

### **COMMENTS**

Plant power consumption for the month was 547 (x 180 multiplier) kWh.  
The Fournier press has been operated for 642.6 hours in 2019.

### **REPORTS**

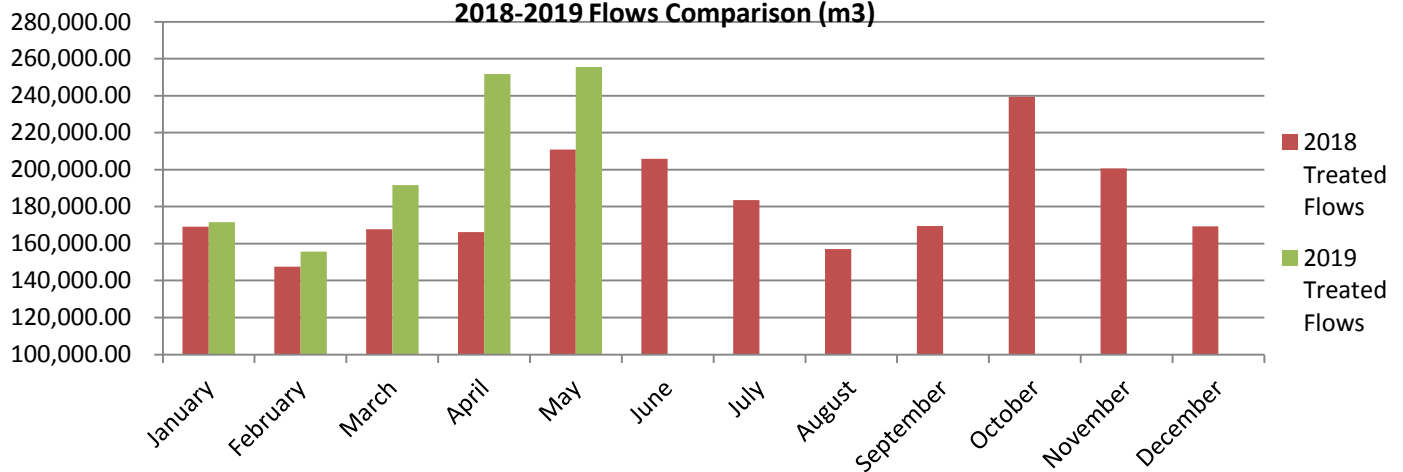
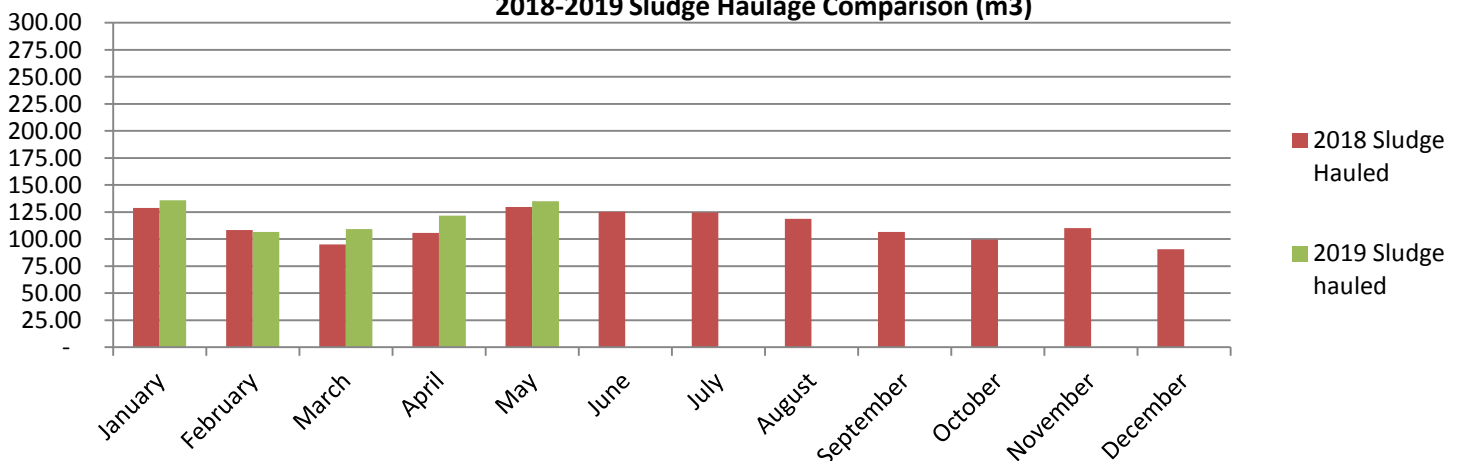
ALS – Environmental Analytical Reports (on-file at plant)  
Fort Frances WPCP Equipment Run Time Report (on-file at plant)  
Bypass Report (on-file at plant as per occurrence)  
Incident Report (on-file at plant as per occurrence)

Month	Sewage Flows Year 2019					Usage	Calculated	Sludge	Removal Efficiency	
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	Bins	CBOD5 0.970264575	
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Hauled	Suspended Solids 0.965855064	
	m3	m3	Volume ML	Volume ML	ML		M3		Total Phosphorus 0.949787234	
January	5536.2	5933	171621		171621	62%	136	14		
February	5561.0	6023	155707		155707	62%	106.7	12		
March	6180.7	8247	191603		191603	69%	109.2	10		
April	8390.4	9966	251711		251711	93%	121.6	13		
May	8244.3	10890	255574		255574	92%	135	14		
June						0%				
July						0%				
August						0%				
September						0%				
October						0%				
November						0%				
December						0%				
Sum				0	1026216		608.5	63		
Average	6783		205243		205243	75%	121.7	12.6		
Max		10890	255574		255574			14		
ECA	9000	18000								

	BOD5/CBOD5			Suspended Solids			Total Phosphorus			Nitrogen		E. Coli
	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Geo Mean
Month	BOD	CBOD	CBOD	S.S	S.S	S.S	T.P	T.P	T.P	TKN	Total N	Counts
	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	/100ml
January	110.2	2.1	11.5	160.1	3.9	21.4	2.52	0.12	0.69	20.9	8.8	11.5
February	103.8	2.1	11.7	152.9	3.3	18.2	3.61	0.12	0.67	19.3	9.9	16.8
March	84.0	2.5	15.0	142.8	5.5	36.0	2.30	0.12	0.82	18.2	11.1	16.8
April	67.6	3.4	29.4	117.6	6.0	50.1	1.72	0.12	1.02	12.9	9.9	34.4
May	61.5	2.6	20.8	120.7	5.0	41.8	1.60	0.11	0.91	12.6	9.5	40.5
June												
July												
August												
September												
October												
November												
December												
Sum												
Average	85.4	2.5	17.7	138.8	4.7	33.5	2.4	0.12	0.82	16.8	9.9	24.0
Max	110.2	3.4	29.4	160.1	6	50.1	3.6	0.12	1.02	20.9	11.1	40.5
ECA		25	225		25	225		1.0	9.0			200

**2018-2019 Comparison Chart**

Month	2018 Treated Sewage	2019 Treated Sewage	% Variance 2018 to 2019	2018 Hauled Sludge	2019 Hauled Sludge	% Variance 2018 to 2019
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	169,201.00	171,621.00	1%	128.90	136.00	6%
February	147,497.00	155,707.00	5%	108.30	106.70	-1%
March	167,707.00	191,603.00	12%	95.00	109.20	15%
April	166,292.00	251,711.00	34%	105.70	121.60	15%
May	210,932.00	255,574.00	17%	129.70	135.00	4%
June	205,818.00		#DIV/0!	125.30		-100%
July	183,465.00		#DIV/0!	124.70		-100%
August	157,126.00		#DIV/0!	118.60		-100%
September	169,565.00		#DIV/0!	106.50		-100%
October	239,494.00		#DIV/0!	99.60		-100%
November	200,745.00		#DIV/0!	110.10		-100%
December	169,263.00		#DIV/0!	90.70		-100%
<b>Totals</b>	<b>2,187,105.00</b>		<b>#DIV/0!</b>	<b>1,343.10</b>	<b>608.50</b>	<b>-55%</b>

**2018-2019 Flows Comparison (m3)****2018-2019 Sludge Haulage Comparison (m3)**

Aircraft Landings 2019  
As of May 31, 2019

Month	Bearskin Flights			Bearskin- Passengers			Air Bravo Passengers		Government			Private			Med-I-vacs			International			Commercial			Totals			Variance
	2019	2018	2017	2019	2018	2017	2019	2018	2019	2018	2017	2019	2018	2017	2019	2018	2017	2019	2018	2017	2019	2018	2017	2019	2018	2017	2019-2018
January	54	68	76	160	198	308	8	0	0	0	0	4	3	2	60	55	42	0	2	4	42	73	48	160	143	177	17
February	56	66	80	197	187	334	15	0	13	0	1	1	2	1	43	57	32	0	3	0	38	56	39	151	156	155	-5
March	61	73	90	160	249	336	11	0	13	0	10	10	5	4	52	43	50	2	6	14	42	57	51	180	178	192	2
1/4 Total	171	207	246	517	634	978	34	0	26	0	11	15	10	7	155	155	124	2	11	18	122	186	138	491	477	524	14
April	59	77	67	197	270	289	7	0	5	0	0	9	7	18	57	42	40	3	6	4	40	42	41	173	186	201	-13
May	67	77	87	196	276	389	5	2	14	4	8	19	19	8	63	35	50	25	28	0	43	54	56	231	229	259	2
June		68	82		219	324		4		4	10		24	16		36	38		70	14		49	63	0	273	328	-273
1/2 Total	297	429	482	910	1399	1980	46	6	45	8	29	43	60	49	275	268	252	30	115	36	205	331	298	895	1165	1312	-270
July		74	70		228	224		7		10	3		40	26		38	51		79	76		41	54	0	286	324	-286
August		69	82		219	292		5		6	4		41	27		41	66		65	80		44	50	0	322	313	-322
September		66	79		197	267		2		29	7		33	14		44	40		45	42		37	39	0	230	249	-230
3/4 Total	297	638	713	910	2043	2763	46	20	45	53	43	43	174	116	275	391	409	30	304	234	205	453	441	895	2003	2198	-1108
October		68	72		254	255		8		5	6		18	16		37	44		8	18		43	42	0	203	214	-203
November		71	71		209	281		1		2	0		5	2		41	28		1	0		40	40	0	168	146	-168
December		55	62		197	199		7		0	0		7	2		41	36		0	0		34	40	0	122	139	-122
Total	297	832	918	910	2703	3498	46	36	45	60	49	43	204	136	275	510	517	30	313	252	205	570	563	895	2496	2697	-1601

Fort Frances Airport - Page 2/2 - Fuel Sales - May 31, 2019																			
Fuel Sales Recap - 2019									2019	2018	2017	2016	2015	2014	2013	2012	2011	9 year	Variance
	100LL		Jet Trk		Jet Cab		Month	Year	per	per	per	per	per	per	per	per	per	Average	2019-2018
Month	Liters	Total	Liters	Total	Liters	Total	Total	Total	month	month	month	month	month	month	month	month	month	2019 to 2011	month
January	132	132	7,918	7,918	546	546	8,596	8,596	8,596	16,597	25,675	7,528	8,692	11,543	7,216	10,252	7,308	11,940	-8,001
February	27	159	7,964	15,882	10,602	11,148	18,593	27,189	18,593	16,286	12,503	11,904	11,231	12,304	6,197	6,918	3,687	11,276	2,307
March	840	999	12,876	28,758	12,380	23,528	26,096	53,285	26,096	9,798	21,928	13,255	17,795	10,508	12,077	9,329	10,390	14,079	16,298
April	1,379	2,378	11,631	40,389	12,836	36,364	25,846	79,131	25,846	10,398	13,102	8,592	13,219	8,377	4,453	8,251	5,294	10,821	15,448
May	2,615	4,993	16,052	56,441	12,706	49,070	31,373	110,504	31,373	24,839	21,362	24,681	16,161	29,753	18,350	21,891	19,790	23,223	6,534
June						49,070	0	110,504		27,380	27,380	26,015	45,698	30,789	22,786	23,537	25,723	27,967	-27,380
July						49,070	0	110,504		23,461	24,642	29,002	28,150	14,441	19,232	32,650	19,124	23,959	-23,461
August						49,070	0	110,504		30,430	23,029	21,119	36,638	20,450	20,075	30,783	21,467	25,805	-30,430
September						49,070	0	110,504		25,191	13,489	21,325	24,238	21,837	18,005	19,431	22,511	20,552	-25,191
October						49,070	0	110,504		10,769	16,604	30,655	8,216	15,472	13,109	11,325	13,677	15,681	-10,769
November						49,070	0	110,504		10,748	9,924	22,349	11,616	7,238	6,398	8,170	6,785	10,442	-10,748
December						49,070	0	110,504		13,243	6,560	13,797	7,592	6,849	2,028	8,179	2,446	7,588	-13,243
Total	4,993		56,441		49,070		110,504		110,504	219,140	216,198	230,222	229,246	189,561	149,926	190,716	158,202	203,331	-108636

Lowest month in last 9 years

Highest month in last 9 years

Highest month

lowest month



Sewer & Water Data for 2019

up-dated June 17, 2019

Month	Days per month	2019	2019	2019	2019	2019		2019	2019	2019	2019	2019	2019-2018	2019-2018	2019	2019	Monthly
		Total	daily	Couch.	Couch.	Couch.		Total	daily	Couch.	Couch.	Couch.	Diff	Diff	Difference	Infiltration	Infiltration
		Sewage	Sewage	Sewage	Sewage	Sewage		Treated	Treated	2 Water	2 Water	Water	Treated	Wastewater	STP-WTP	daily average	US Gallons
		STP	STP	Meters	Meters	%		WTP	WTP	Meters	Meters	%	WTP	STP			
		cu. meters	cu. meters	cu. meters	cu. meters			cu. meters	cu. meters	cu. meters	cu. meters						
		monthly	daily	monthly	daily			monthly	daily	monthly	daily						
January	31	171621	5536.16	10692	344.90	6.23%		115440	3723.9	8570	276.5	7.42%	-3740.0	2420.0	56181.0	1812.3	14,841,447
February	28	155707	5560.96	9024	322.29	5.80%		112420	4015.0	8570	306.1	7.62%	5010.0	8210.0	43287.0	1546.0	11,435,213
March	31	191603	6180.74	10980	354.19	5.73%		121380	3915.5	7475	241.1	6.16%	-3420.0	23896.0	70223.0	2265.3	18,550,950
April	30	251711	8390.37	13350	445.00	5.30%		106270	3542.3	7475	249.2	7.03%	-9580.0	85419.0	145441.0	4848.0	38,421,440
May	31	255574	8244.32	10939	352.87	4.28%		101260	3266.5		0.0	0.00%	-11710.0	44642.0	154314.0	4977.9	40,765,438
June	30		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-119760.0	-205818.0	0.0	0.0	-
July	31		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-125810.0	-183465.0	0.0	0.0	-
August	31		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-132730.0	-157126.0	0.0	0.0	-
September	30		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-104130.0	-169565.0	0.0	0.0	-
October	31		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-103780.0	-239494.0	0.0	0.0	-
November	30		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-101430.0	-200745.0	0.0	0.0	-
December	31		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-104790.0	-218710.0	0.0	0.0	-
Total	365	1026216		54985				556770.0		32090.0			-815870.0	-1210336.0	469446.0	1286.2	124,014,489
Monthly Average		205243.2	2826.05	10997	151.60			111354.0	1538.6	8022.5	89.4		-67989.2	-100861.3	39120.5	1287.5	10,334,541