

TOWN OF FORT FRANCES
AGENDA - April 9, 2012

Welcome Councillor Albanese to the Chair

NOTE EARLY START TIME - 5:00 P.M.

COMMITTEE OF THE WHOLE MEETING - Committee Room
(Session No. 54) 5:00 p.m. to 6:22 p.m.

Page

Call to Order

Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.

Disclosure of pecuniary interest and the general nature thereof.

In-Camera - 5:01 p.m. to 6:00 p.m.

- 4.1 Multiplicities of Litigation. (W. Derksen, Town Solicitor will be in attendance).
- 4.2 Sale of Town Owned Property - 625 Nelson Street.
- 4.3 Account Receivable - damaged fire hydrant
- 4.4 Copperlight project - 1003 Frog Creek Road
- 4.5 Moffat Family Fund - The Winnipeg Foundation 2012 Allocation - \$37,500.00.

Non-agenda in-camera items

Public Session Resumes in Council Chambers: 6:05 p.m.

Consent Agenda - 6:06 p.m. to 6:11 p.m.

- 7.1 Children's Complex/Recreation Advisory Committee Status. 3
- 7.2 Fort Frances Airport - Adjustment to Aviation Fuel Pump Prices. 4-9
- 7.3 Court Security and Prisoner Transportation - Provincial Upload. 10-38

Consent Agenda - 6:06 p.m. to 6:11 p.m.

7.4	Minutes of Settlement - Requests for Reconsideration Re: 840 Fifth Street West (2009, 2010 and 2011).	39-44
7.5	2011 Water and Sewer Year End Surplus.	45-53
7.6	Ontario Regulation 284/09 - Budget Matters.	54-58
7.7	Parks Operational Review.	59

General - 6:11 p.m. to 6:16 p.m.

8.1	Resolution re: heads & beds provincial payment in lieu of taxes	60-62
-----	---	-------

Information -

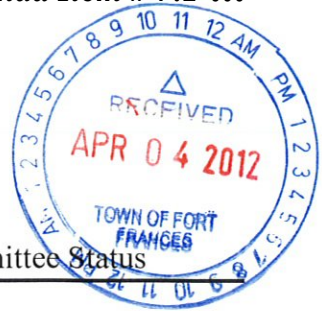
9.1	Lifesaving Society M.G. Griffiths Cup Standings.	63-64
9.2	Fort Frances Municipal Airport - Aircraft Landings and Fuel Sale Statistics at of April 1, 2012*.	65-66
9.3	2012 Tonnage at Landfill Site - updated April 1, 2012*.	67
9.4	Electronic mail dated March 26, 2012 from M. Mosley, Ministry of Natural Resources re: Return of Eagles to the back lane south between Lillie and Webster Avenues.	68
9.5	2012 Road Reconstruction Project - 3rd Street East Between Portage Avenue and Victoria Avenue - Preconstruction Meeting April 12, 2012.	69-71
9.6	By-Law Enforcement Department - Activities Report for the months of January, February and March 2012.	72-73
9.7	Notice that the application for Re-Zoning (File 8/98-VV) 815 McIrvine Road is being withdrawn. The public meeting under the Planning Act scheduled for April 9, 2012 following this meeting of Committee of the Whole is cancelled.	74

Non-agenda items - 6:17 p.m.

April 4, 2012

Report to: Mayor and Council

Re: Children's Complex/Recreation Advisory Committee Status



The Clerk has just completed another round of advertising for vacant committee member appointments to a variety of advisory committees. We did not receive any applications for the aforementioned committees that either have no members or very few.

Both these committees have been non-functional for years and it is the recommendation of the Community Services Executive that the Recreation Advisory Committee and Children's Complex Advisory Committee be disbanded.

Respectfully submitted,


George A. Bell
Manager of Community Services

Council's approval of this report will terminate the Recreation and Children's Complex Advisory Committees.



March 27, 2012

Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

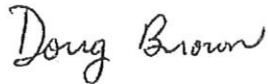
SUBJECT: Fort Frances Airport – Adjustment to Aviation Fuel Pump Prices

Further to the report dated June 26th, 2006 regarding the procedure on how aviation fuel pump prices are monitored and adjusted, please find attached the quarter survey of the pump prices of aviation fuel from surrounding Airports. Tom Batiuk, Airport Supervisor is recommending adjusting the mark-up on only Jet-A1 product as this time. The mark-up on 100 LL fuel will remain the same as established for the first quarter of 2012. See attached email dated March 28, 2012 from Tom Batiuk, Airport Supervisor.

However, Tom is of the opinion that in the future the Town should try to be more in-line with International Falls Airport fuel prices as this is our nearest competition for the sell of aviation fuels due to the return of clearing Canadian Customs at the Town's Airport. The difference in the currency will also have an impact on which side of the border a pilot will fill-up as result of clearing customs. Tom has obtained quotes from several aviation fuel suppliers for **only Jet A-1 product** at this time, where basically Kaemingh Fuels price (\$ 1.1410/liter) is \$.0719 cheaper than Bluewave Energy, our present fuel supplier (unit price of \$ 1.2129 per liter). As a result of obtaining a lower cost per liter Tom is recommending that Town only increase the mark-up by 4% for Jet A-1 product in order to market a substantial lower price than our nearest competitor, Einarson in International Falls. The proposed price difference between the new rate for Jet A1 fuel and Einarson is \$ 0.15 per liter. The Town will be taking a Walmart approach, more volume at a lower price on each liter of aviation fuel sold over the next quarter. This is somewhat of an experiment to try to determine if it results in additional sales and services utilizes at the Airport due to the lower prices for aviation fuel than the surrounding airports. Also the Town will market the lower prices for aviation fuel more aggressively during the next quarter. The prices will be advertised on a couple of websites used mostly by pilots in the USA when determining a flightplan.

It is recommended by Administration that the present 33.0% mark-up above the Town's cost be used in establishing the pump prices for 100LL and 36.0% mark-up above the Town's costs Jet A-1 be used in established the pump price for Jet- A1 for the 2nd quarter of 2012.

Respectfully submitted,
Operations & Facilities Division



Doug Brown, P. Eng.
Operations & Facilities Manager

Council approval of this report will ensure that a 33.0% mark-up above the Town's cost is used in establishing the pump prices for 100LL and 36.0% mark-up above the Town's costs Jet A-1 for the next quarter of 2012.

2012Marchaviationfuel

Tom Batiuk/Frances
03/28/2012 09:54 AM

To Doug Brown/Frances
cc
bcc
Subject Fuel Price Survey

Tom Batiuk/Frances

26/03/2012 09:45 AM

To Doug Brown/Frances
cc
bcc
Subject Fuel Price Survey and new Marketing Strategy for 2012

Hello Doug

Please find attached the fuel price survey for the next quarter of 2012.

In October of 2011 I chose to pursue a more competitive fuel pricing strategy for 2012 to do a couple of things for the Fort Frances Airport they are:

- 1) Lower our overall cost to purchase fuel
- 2) Increase our margin that we are able to make on fuel sales
- 3) Pass savings onto our customers
- 4) Increase our market share overall in Northwestern Ontario
- 5) Target US traffic specifically to increase our sales

Based on the exercise that I carried out I am pleased to say that I was able to meet the challenge and exceed my expectations for the 5 key points listed above.

As such for 2012 we are switching fuel vendors from Bluewave Energy to Kaemingh Fuels of Emo. They are able to offer us just in time delivery as well as a lower overall cost to purchase fuel. They are also going to provide specific training to ensure that we are meeting the regulations regarding recurrent training for fuel handling.

We just made our first purchase of fuel with the new vendor and are now able to increase our margin by 4% as well as offer a lower price of \$1.55/liter for Jet A-1 to our customers. We will now be the lowest cost fuel option in North western Ontario this combined with our high level of service and location will allow us to increase our share of wallet overall to offset the operating costs of the airport for 2012 and beyond.

Once council approves this move I am going to market the airport further by listing our services and fuel pricing on a couple of strong websites. They are www.navmonster.com and www.airnav.com most pilots in the continental USA use these sites for flight planning. This will

do a couple of things:

- 1) Show current fuel pricing
- 2) List services available for trip planning

Most aircraft that are destined for Canada have to purchase fuel along their route of flight to ensure that they are able to carry their loads to and from the airports that they are flying. With Fort Frances now being one of only two entry points into Northwestern Ontario this will allow the pilots to plan fuel at their natural stops. With the airport being the lowest cost for fuel in Northwestern Ontario this should increase our sales since pilots like to combine necessary stops with fuel to lower their overall trip costs.

Based on this simple strategy I am confident that we will see an increase in fuel sales for 2012.



Thanks, Fuel Price Survey 2012.xls

Aviation Fuel Survey - HST & all taxes Included									
Airport	Oct. 11		January-12		Mar-12				
	100LL	Jet-A-1	100LL	Jet A-1	100LL	Jet-A-1			
	Sept 30, 2011				20-Mar-12				
Dryden - 221-8032 (Esso)	\$2.25	\$1.85	\$2.23	\$1.83	\$2.28	\$1.85			
Kenora - 548-9907 (Shell)	\$2.16	\$1.84	\$2.14	\$1.88	\$2.21	\$1.89			
Sioux Lookout - 737-3594	\$2.03	\$1.73	\$2.05	\$1.75		\$1.81			
Red Lake - 662-1177 (Shell)	\$2.08	\$1.79			\$2.28	\$1.91			
International Falls Einarson Flying Svc 218-283-4461 CAN\$ & CAN GALLONS & all taxes			\$2.01	\$1.92	\$2.02	\$1.90			
Average Price	\$2.13	\$1.80	\$2.11	\$1.85	\$2.20	\$1.87			
Fort Frances(current price)	\$2.18	\$1.88	\$2.12	\$1.81	\$2.12	\$1.81			
Adjusted Price Tax Included(recommended)	\$2.13	\$1.80	\$2.14	\$1.85	\$2.14	\$1.75			
Mark-up									
Profit per litre	33.00%	32.00%	33.00%	32.00%	33.00%	36.00%			
FF Purchase Price (with HST)	\$0.47	\$0.39	\$0.47	\$0.38	\$0.47	\$0.41			
FF Purchase Price (without HST)	\$1.6036	\$1.3602	\$1.6060	\$1.3560	\$1.6060	\$1.2893			
	\$1.4191	\$1.2037	\$1.4212	\$1.2000	\$1.4212	\$1.1410			



Kenora Branch
Box 2240, 1030 Railway Street
Kenora, Ont P9N 3X8
Ph: (807)468-6150 or 1-800-465-7760
Fax: (807)468-1814

March 23, 2012

TO: Town of Fort Frances Airport
Acct # 2491455

ATT: Tom Batiuk
Airport Manager

Please find enclosed pricing for aviation fuel delivered to the Town of Fort Frances Airport:

AvGas 100LL	\$1.4109
-------------	----------

Jet Fuel A-1 w/FSII	\$1.2129
------------------------	----------

Above prices are subject to 13% HST.
Above prices are subject to change weekly.

We have available a new E-Service feature that allows you to receive, view and file all your Bluewave invoices and statements online.

Thank you for the opportunity to provide this information and we look forward to continuing to look after your aviation fuel needs. If you have any questions or require more information, please feel free to contact me at the numbers indicated above.

Sincerely,

Wendy Marmus
Bluewave Energy
Kenora Branch



TOWN OF FORT FRANCES
ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2012/41

To: Mayor Avis & Members of Council
FROM: Laurie Witherspoon, Treasurer
DATE: April 3, 2012
SUBJECT: Court Security & Prisoner Transportation – Provincial Upload

BACKGROUND

The Ministry of Community Safety and Correctional Services has established the Court Security Prisoner Transportation (CSPT) program providing funds to assist municipalities in offsetting their costs of providing services in their jurisdiction. In order to be a recipient of the CSPT funds, the Town is required to enter into an Agreement as the Town's O.P.P. policing contract includes Court Securities activities.

In the Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services, Schedule "A" Terms of Reference the payment schedule for funding is as follows:

Year 1 (January 1 to December 31, 2012)	- \$ 4,878.07
Year 2 (January 1 to December 31, 2013)	- \$ 9,756.14
Year 3 (January 1 to December 31, 2014)	- <u>\$14,634.21</u>
Total	<u>\$29,268.42</u>

RECOMMENDATION

That the Administration & Finance Executive Committee recommend approval of the Court Security Prisoner Transportation Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and further that a by-law be brought forward to execute the Agreement.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the Court Security Prisoner Transportation Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and further that a by-law be brought forward to execute the Agreement.

THE AGREEMENT effective as of the 1st day of January, 2012.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Community Safety and
Correctional Services

(the "Ministry")

- and -

Town of Fort Frances
(the "Recipient")

WHEREAS:

- A. The Ministry has established the Court Security Prisoner Transportation (CSPT) Program (the "Program") to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;

AND WHEREAS:

- B. The Recipient is a municipality which provides security for court premises during hours of court operations and security of persons attending court; and transports prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance;
- C. Funding will be provided based on the municipality's relative share of the total provincial court security-related costs, as confirmed in the 2010 Court Security Information Survey.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 -- 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 background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

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

“Agreement” means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

“Court Security and Prisoner Transportation Services” means the services and activities eligible for funding, as set out in Schedule “B”.

“Expiry Date” means December 31, 2014.

“Effective Date” means the date set out at the top of the Agreement.

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

“Force Majeure” has the meaning ascribed to it in Article 26.

“Funding Period” means: the period commencing on the Effective Date and ending on the Expiry Date.

“Funding Year” means any of Funding Years 1, 2 or 3.

“Funding Year 1” means January 1, 2012 through December 31, 2012.

“Funding Year 2” means January 1, 2013 through December 31, 2013.

“Funding Year 3” means January 1, 2014 through December 31, 2014.

“Funds” means the money the Ministry 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 \$4,878.07 for Funding Year 1, \$9,756.14 for Funding Year 2 and \$14,634.21 for Funding Year 3.

“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 Ministry considers it reasonable to extend that time.

“Parties” means the Ministry and the Recipient and “Party” means either one of them.

“Project” means the undertaking described in Schedule “A”.

“Project Completion Date” means the date for completion of the Project, as set out in section 3.1.

“Report” means the report described in Schedule “C”.

“Timelines” means the dates and times set out in Schedule “A”.

ARTICLE 2 -- REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Ministry in support of its request for funds was true and complete at the time the Recipient provided it.

- 2.2 *Execution of Agreement.* The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 *Governance.* The Recipient represents, warrants and covenants that upon execution and for the period during which the Agreement is in effect, it:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) decision-making mechanisms;
 - (d) procedures to provide for the prudent and effective management of the Funds;
 - (e) procedures to enable the successful completion of the Project;
 - (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
 - (h) procedures 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 shall provide the Ministry with proof of the matters referred to in this Article 2.

ARTICLE 3 -- TERM OF THE AGREEMENT

- 3.1 *Term.* The term of the Agreement shall commence on the Effective Date and shall expire on the Expiry Date of December 31 2014, unless terminated earlier pursuant to Articles 12, 13 or 14.

ARTICLE 4 -- FUNDS AND CARRYING OUT THE PROJECT

4.1 *Funds Provided.* The Ministry shall:

- (a) provide the Recipient Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds directly to the Recipient through transfer payments in accordance with the payment schedule attached to the Agreement as Schedule "A"; 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 Ministry is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
- (b) the Ministry is not obligated to provide Funds until it is satisfied with the Financial Reports;
- (c) the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) if the Recipient identifies that the Funds for the Funding Year are not expected to be used for the funding purposes, the Ministry may reallocate the Funds to other municipalities; and
- (e) if, pursuant to the provisions of the Financial Administration Act (Ontario), the Ministry does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Ministry is not obligated to make any such payment, and, as a consequence, the Ministry may:
 - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or

- (ii) terminate the Agreement pursuant to section 13.1.

4.3 ***Use of Funds and Project.*** The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement;
and
 - (ii) 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 Project;
- (b) use the Funds only for the purpose of carrying out the Project.

4.4 ***No Changes.*** The Recipient shall not make any changes to the Project, the Timelines and/or the Funds without the prior written consent of the Ministry.

4.5 ***Interest Bearing Account.*** If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 ***Interest.*** If the Recipient earns any interest on the Funds:

- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.

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

4.8 ***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.

ARTICLE 5 -- ACQUISITION OF GOODS AND SERVICES

- 5.1 *Acquisition.* Subject to section 31.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.

ARTICLE 6 -- CONFLICT OF INTEREST

- 6.1 *No Conflict of Interest.* The Recipient shall carry out the Project 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 Project and the use of the Funds.

- 6.3 *Disclosure to Ministry.* The Recipient shall:
- (a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
 - (b) comply with any terms and conditions that the Ministry may prescribe as a result of the disclosure.

ARTICLE 7 -- REPORTING, ACCOUNTING AND REVIEW

- 7.1 *Preparation and Submission.* The Recipient shall:
- (a) submit to the Ministry at the address provided in section 18.1, Reports, as set out in Schedule C, in accordance with the Timelines and requirements set out in Schedule A.
 - (b) submit to the Ministry at the address provided in section 18.1, any other reports as may be requested by the Ministry in accordance with the Timelines and content requirements specified by the Ministry;

- (c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

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

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project 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 Project.

7.3 ***Inspection.*** The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

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

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

7.6 ***Auditor General.*** For greater certainty, the Ministry'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).

ARTICLE 8 – CREDIT AND PUBLICITY

- 8.1 *Acknowledge Support.* Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Project, including for greater certainty, press releases, published reports, radio and television programs and public meetings, using the following standard:

*“This Project has been made possible by a grant from the
Ministry of Community Safety and Correctional Services.”*

- 8.2 *Prior Written Approval.* The Recipient agrees to obtain prior written approval from the Ministry before using any Government of Ontario or Ministry logo or symbol in any communications including press releases, published reports, television programs, public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.
- 8.3 *Publication.* The Recipient shall indicate, in any of its publications, of any kind, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Ministry.

ARTICLE 9 -- FREEDOM OF INFORMATION AND PROTECTION OF
PRIVACY

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

ARTICLE 10 -- 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 Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry.

ARTICLE 11 -- INSURANCE

- 11.1 *Recipient's Insurance.* The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000) per occurrence. The policy shall 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, termination or material change.
- 11.2 *Proof of Insurance.* The Recipient shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

ARTICLE 12 -- TERMINATION ON NOTICE

- 12.1 *Termination on Notice.* The Ministry may terminate the Agreement at any time upon giving at least sixty (60) days Notice to the Recipient.
- 12.2 *Consequences of Termination on Notice by the Ministry.* If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

- (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 -- TERMINATION WHERE NO APPROPRIATION

- 13.1 *Termination Where No Appropriation.* If, as provided for in section 4.2(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 *Consequences of Termination Where No Appropriation.* If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:
 - (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 *No Additional Funds.* For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not provide additional Funds to the Recipient.

**ARTICLE 14 -- EVENT OF DEFAULT, CORRECTIVE ACTION AND
TERMINATION FOR DEFAULT**

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

- (a) in the opinion of the Ministry, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient ceases to operate; and
- (e) an event of Force Majeure that continues for a period of 60 days or more.

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

- (a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Ministry determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further installments of Funds;

- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
 - (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
 - (h) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or
 - (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.
- 14.3 ***Opportunity to Remedy.*** If, in accordance with section 14.2(b), the Ministry provides the Recipient with an opportunity to remedy the Event of Default, the Ministry shall 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 Ministry 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 Ministry 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 Ministry,
- the Ministry 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), (h) and (i).
- 14.5 ***When Termination Effective.*** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 -- FUNDS AT THE END OF A FUNDING YEAR

- 15.1 ***Funds at the End of a Funding Year.*** Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Ministry may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 -- FUNDS UPON EXPIRY

- 16.1 *Funds upon Expiry.* The Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

ARTICLE 17 -- REPAYMENT

- 17.1 *Debt Due.* If:

- (a) the Ministry demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Ministry, whether or not their return or repayment has been demanded by the Ministry,

such Funds or other money shall be deemed to be a debt due and owing to the Ministry by the Recipient, and the Recipient shall pay or return the amount to the Ministry immediately, unless the Ministry directs otherwise.

- 17.2 *Interest Rate.* The Ministry 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.
- 17.3 *Payment of Money to Ministry.* The Recipient shall pay any money owing to the Ministry by cheque payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

ARTICLE 18 -- NOTICE

- 18.1 *Notice in Writing.* Notices and communications shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Ministry Contact and the Recipient, respectively, as set out below, or as either Party later designates to the other by Notice:

<p>To the Ministry:</p> <p>External Relations Branch Public Safety Division Ministry of Community Safety and Correctional Services 12th Floor, 25 Grosvenor Street Toronto ON M7A 2H3</p> <p>Attention: Mr. Oscar Mosquera Manager, Program Development Section</p> <p>Fax: 416-314-3092 E-mail: Oscar.Mosquera@ontario.ca</p>	<p>To the Recipient:</p> <p>Town of Fort Frances 320 Portage Avenue Fort Frances ON P9A 3P9</p> <p>Attention: Mr. Mark McCaig Chief Administrative Officer</p> <p>Fax: 807-274-8479 Email: town@fort-frances.com</p>
--	--

- 18.2 *Notice Given.* Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
 - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 *Postal Disruption.* Despite section 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19 -- CONSENT BY MINISTRY

- 19.1 *Consent.* The Ministry may impose any terms and/or conditions on any consent the Ministry may grant pursuant to the Agreement.

ARTICLE 20 -- SEVERABILITY OF PROVISIONS

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

ARTICLE 21 -- WAIVER

- 21.1 *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 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 -- INDEPENDENT PARTIES

- 22.1 *Parties Independent.* The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry, and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 23 -- ASSIGNMENT OF AGREEMENT OR FUNDS

- 23.1 *No Assignment.* The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.
- 23.2 *Agreement to Extend.* All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 -- GOVERNING LAW

- 24.1 *Governing Law.* The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Ministry of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

- 24.2 *BPSAA*. For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 25 -- FURTHER ASSURANCES

- 25.1 *Agreement into Effect*. The Recipient shall 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.

ARTICLE 26 -- CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 26.1 *Force Majeure*. Subject to section 26.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

- 26.2 *Force Majeure Includes*. Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

- 26.3 *Force Majeure Shall Not Include*. Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and

- (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 *Failure to Fulfil Obligations.* Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 -- SURVIVAL

27.1 *Survival.* The provisions in Article 1, any other applicable definitions, sections 4.6(b), 7.1 (to the extent that the Recipient has not provided the Reports, respecting the Reports required after the Funding Period in accordance with the Due Dates set out in Schedule A, or other reports as may be requested by the Ministry to the satisfaction of the Ministry), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 29, 30, 31 and 32, 33 and 34, 35 Schedule A, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 -- SCHEDULES

28.1 *Schedules.* The Agreement includes the following schedules:

- (a) Schedule "A" – Terms of Reference;
- (b) Schedule "B" – Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- (c) Schedule "C" – Annual Financial Report;

ARTICLE 29 -- FURTHER FUNDS

29.1 *Further Funds.* It is agreed and understood that the provision of the Funds in no way commits or obligates the Ministry to provide other or additional payments now or in the future.

ARTICLE 30 -- INSPECTION

- 30.1 *Inspection.* The Ministry reserves the right to inspect any aspect of the Project at any time.

ARTICLE 31 -- MANAGEMENT BOARD/TREASURY BOARD APPROVAL

- 31.1 *Management Board Approval.* This Agreement may be subject to approval by the Management Board/Treasury Board Secretariat of the Government of Ontario.

ARTICLE 32 -- JOINT AND SEVERAL LIABILITY

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

ARTICLE 33 -- RIGHTS AND REMEDIES CUMULATIVE

- 33.1 *Rights and Remedies Cumulative.* The rights and remedies of the Ministry 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.

ARTICLE 34 -- ENTIRE AGREEMENT

- 34.1 *Entire Agreement.* The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 34.2 *Modification of Agreement.* The Agreement may only be amended by a written agreement duly executed by the Parties.

Article 35 -- FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 35.1 *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 a Crown agency;

- (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 Ministry may suspend the payment of Funds for such period as the Ministry determines appropriate.

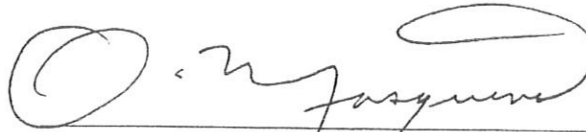
THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATES SET OUT BELOW.

HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO as represented by the
Minister of Community Safety and
Correctional Services

per:

MAR 13 2012

Date


Authorized Signatory for the Ministry
Name:
Position: **OSCAR MOSQUERA**
MANAGER
PROGRAM DEVELOPMENT
SECTION

Town of Fort Frances

per:

December 21, 2011

Date



Authorized Signatory for the Recipient

Name: R. Avis

Position: Mayor



Kathryn Lawson
Deputy-Clerk

Witness

Print Witness Name

SCHEDULE "A"

TERMS OF REFERENCE

1) PROJECT DESCRIPTION

The Ministry has established the Program to provide Funds to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

Funding will be provided based on each municipality's relative share of the total provincial court security-related costs, as confirmed in the 2010 Court Security Information Survey.

The Recipient will provide security of persons taking part in or attending court proceedings, and provide security of the premises during the hours that judges and members of the public are normally present. Further, the Recipient will transport prisoners and custodial minors (i.e., 12-17 years old) between correctional institutions and/or custodial facilities and court locations for the purposes of attending trial;

2) PAYMENT AND REPORTING SCHEDULE

Funding Year 1 – January 1, 2012 to December 31, 2012:

- A. First instalment: \$1,219.52 will be paid on receipt of the executed Agreement.
- B. Second instalment: \$3,658.55 will be paid to the Recipient in April, by the end of the month.

Funding Year 2 – January 1, 2013 to December 31, 2013:

- A. First instalment: \$2,439.04 will be paid to the Recipient in January, by the end of the month.
- B. Second instalment: \$7,317.10 will be paid to the Recipient following the Ministry's approval of Schedule C for Funding Year 1 – which must be received by the Ministry by April 15, 2013.

Funding Year 3 – January 1, 2014 to December 31, 2014:

- A. First instalment: \$3,658.55 will be paid to the Recipient in January, by the end of the month.
- B. Second instalment: \$10,975.66 will be paid to the Recipient following the Ministry's approval of Schedule C for Funding Year 2 – which must be received by the Ministry by April 15, 2014.
- C. The Recipient must submit Schedule C for Funding Year 3 to the Ministry by April 15, 2015.

SCHEDULE "B"

CSPT SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING

A. COURT SECURITY includes:

1. Facility Perimeter Security
Costs associated with external and/or internal police presence during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.
2. Courtroom Security
Costs associated with the presence of police staff in the courtroom to ensure the safety and security of the proceedings and attendees.
3. General Courthouse Security Presence
Costs associated with the use of screening stations staffed by police services to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police staff assigned to perform roving patrols of the court facility.
4. Prisoner Movement in Courthouse
Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.
5. Prisoner Guarding in Holding Cells
Costs associated with guarding and monitoring of prisoners brought to court for trial and held in courthouse holding cells (where applicable).
6. Prisoner Feeding
Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

B. PRISONER TRANSPORTATION includes:

1. Prisoner Transport
Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending trial.
2. Prisoner Transport - Youth
Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending trial.

*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

C. TRAINING, EQUIPMENT AND RECRUITING includes:

1. Training that is relevant to court security and prisoner transportation only.
2. Equipment that is unique to the member's deployment within court security and prisoner transportation and does not include equipment that would be utilized if the member was deployed in any other capacity within the police service.
3. Recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:

1. Court Administration

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

SCHEDULE "C"

ANNUAL FINANCIAL REPORT

REPORTING MUNICIPALITY:			
CONTACT INFORMATION:			
Salutation:	First Name:	Last Name:	Title:
Tel:	Ext:	Fax:	Email:
Address:			
City:		Postal Code:	
LOCAL POLICE SERVICE:			
Name of Municipal or Regional Police Service or OPP Detachment:			
ANNUAL EXPENDITURE SUMMARY:			
PLEASE REVIEW THE ATTACHED GUIDELINES BEFORE COMPLETING THE FOLLOWING SECTION. THE GUIDELINES WILL PROVIDE DETAILS ON SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING.			
Funding Year _ Allocation (January 1, 201_ to December 31, 201_):			
COURT SECURITY COSTS			
a) Total gross annual court security costs:			
b) Total annual payments provided to other municipalities for court security:			
c) Total annual payments received from other municipalities for court security:			
d) Total annual payments received from other funding sources for court security:			
e) Total net annual court security costs (a + b - c - d):			
PRISONER TRANSPORTATION COSTS			
f) Total gross annual prisoner transportation costs:			
g) Total annual payments provided to other municipalities for prisoner transportation:			
h) Total annual payments received from other municipalities for prisoner transportation:			
i) Total annual payments received from other funding sources for prisoner transportation:			
j) Total net annual prisoner transportation costs (f + g - h - i):			
Total Net Annual Court Security and Prisoner Transportation Costs (e + j):			
Variance (Allocation - Total Net Annual Costs):			
SIGNATURE OF AUTHORIZED OFFICIAL:			
I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.			
Title:	Print Name:		
Signature:			Date:

O.P.P. COSTING SUMMARY
Estimated Policing Costs for the period
January 1, 2012 to December 31, 2012

TOWN OF FORT FRANCES

Updated to 2010 Formula (Note 1)
 see attached OPP Cost Schedule

Salaries and Benefits

Uniform Members	Notes	Positions	\$	
Inspector		0.32	41,512	
Staff Sergeant-Detachment Commander		-	-	
Staff Sergeant		0.32	35,397	
Sergeant		1.58	154,987	
Constables		15.83	1,381,009	
Total Uniform Salaries	(Note 1)			1,612,906
Overtime	(3 Yr Avg)			75,491
Contractual Payout (Vacation & Statutory Holidays)				56,452
Shift Premium				10,446
Benefits (25.0% of Salaries; 2% of Overtime)				404,736
Total Uniform Salaries & Benefits				2,160,030
Civilian Members		Positions	\$	
Court Officer		-	-	
Detachment Administrative Clerk		1.27	70,408	
Detachment Clerk - Typist		-	-	
Caretaker		-	-	
Communication Operators			90,304	
Prisoner Guards			22,075	
Office Automation - Salaries & Benefits			12,021	
Telephone - Salaries & Benefits			2,130	
Operational Support - Salaries & Benefits			66,406	
Total Civilian Salaries	(Note 1)			263,344
Benefits (24.9%)				17,531
Total Civilian Salaries & Benefits				280,875
OSS Pay and Benefit Charge				394
Total Salaries & Benefits				2,441,300

Other Direct Operating Expenses

Communication Center	4,422
Operational Support	17,021
RHQ Municipal Support	32,057
Vehicle Usage	157,938
Telephone	21,768
Office Supplies	8,375
Accommodation	(Note 2)
Uniform & Equipment	21,859
Cleaning Contract	(Note 2)
Mobile Radio Equipment Maintenance	11,281
Office Automation - Uniform	30,811
Office Automation - Civilian	2,521
Total Other Direct Operating Expenses	308,053
OSS Financial Services Fee	3,543
2012 Total Estimated Gross Policing Cost	2,752,896
Provincial Services Usage	(Note 3)
	(64,234)

TOTAL ESTIMATED POLICING COST

Court Security and Prisoner Transportation - Provincial Upload.

\$ 2,688,661



TOWN OF FORT FRANCES
ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2012/39

TO: Mayor Avis & Members of Council
FROM: Laurie Witherspoon, Treasurer
DATE: March 29, 2012
SUBJECT: MOS – Requests for Reconsideration
Re: 840 Fifth Street W. (2009, 2010 & 2011) Roll #5912 010 004 11500 0000

BACKGROUND

Attached are the Minutes of Settlement for the 2009, 2010 & 2011 taxation years under Section 39.1 of the *Assessment Act* from MPAC with regard to property located at 840 Fifth Street W. assessment reduction.

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

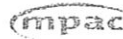
RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council receive the Minutes of Settlement for 2009, 2010, & 2011 for property located at 840 Fifth Street West in Fort Frances.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to receive the Minutes of Settlement for property located at 840 Fifth Street W. located in Fort Frances.

2012 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS

Batch #	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	Capping Adjust	Penalty/ Interest	BIA	TOTAL
TX	2009	1.4.11500	-1,000	IT	0.04425049	0.01499303	-44.25					-14.99				-59.24
	2010	1.4.11500	-1,000	IT	0.04440891	0.01430000	-44.41					-14.30				-58.71
	2011	1.4.11500	-1,000	IT	0.04509345	0.01330000	-45.09					-13.30				-58.39
M.O.S.							-133.75	0.00	0.00	0.00	0.00	-42.59	0.00	0.00	0.00	-176.34



MA 2009-000 35

PROCÈS-VERBAL DE TRANSACTION EN VERTU DE L'ARTICLE 40 DE LA LOI SUR L'ÉVALUATION FONCIÈRE						
Relativement à l'évaluation réalisée		pour l'année d'imposition 2009		pour la propriété décrite comme suit :		
Numéro de rôle :		5912-010-004-115-00				
Description ou emplacement officiel :		Plan SM211 Lot 15,16 W Pt Lot 14 RP48R1762 Parts 6 to 11 Pcl 14-3				
Municipalité:		Fort Frances Town				
Entre : LA SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS				NUMÉRO DU BUREAU LOCAL	32	
et :		ABZAC CANADA INC la ou les personnes dont la propriété est évaluée				
L'évaluation de la propriété décrite ci-dessus a été portée en appel auprès de la Commission de révision de l'évaluation foncière en vertu des dispositions de l'article 40 de la Loi sur l'évaluation foncière. Le règlement suivant a été conclu entre les parties :						
Évaluation foncière actuelle						
Catégorie d'imposition de la propriété CIF/CAIF	Valeur actuelle 2005 (dans le cadre de la répartition uniquement)	Valeur actuelle 2008	Évaluation répartie sur les années d'imposition			
			2009	2010	2011	2012
IT	866,000	710,000	710,000	710,000	710,000	710,000
Total	866,000	710,000	710,000	710,000	710,000	710,000
Évaluation foncière révisée						
Catégorie d'imposition de la propriété CIF/CAIF	Valeur actuelle 2005 (dans le cadre de la répartition uniquement)	Valeur actuelle 2008	Évaluation répartie sur les années d'imposition			
			2009	2010	2011	2012
IT	866,000	709,000	709,000	709,000	709,000	709,000
Total	866,000	709,000	709,000	709,000	709,000	709,000
Il a été convenu entre les parties que la décision de la Commission de révision de l'évaluation foncière sera rendue conformément au règlement. En acceptant ledit règlement, la personne dont la propriété est évaluée reconnaît par les présentes que la décision à la suite de l'appel, en vertu de l'article 40 de la Loi sur l'évaluation foncière, pour l'année d'imposition indiquée ci-dessus, est rendue et que la Commission de révision de l'évaluation foncière n'exige pas la tenue d'une audience.						
Pour le compte de la Société d'évaluation foncière des municipalités (à remplir en noir ou lettres capitales, pas de tirets) Signature :				Date (aaaa/mm/jj)		
Signature de la personne dont la propriété est évaluée ou de son représentant autorisé (à remplir en noir ou lettres capitales) Signature : <i>Maryse Rivest</i>				Date (aaaa/mm/jj) 2012/02/27		
Pour le compte de la municipalité (à remplir en noir ou lettres capitales) Signature :				Date (aaaa/mm/jj)		
VEUILLEZ NOTER : Si une modification quelconque apportée à la législation affecte l'établissement de l'évaluation à la valeur actuelle 2005 adaptée, utilisée comme point de départ pour établir les évaluations réparties figurant dans le présent procès-verbal, la SÉFM se réserve le droit d'établir de nouveau les montants répartis compris dans ce procès-verbal de transaction afin de se conformer à la modification apportée à la loi ou au règlement.						

Audience (numéro)			Plainte (numéro) :
Date de l'audience :			
JJ	MM	AA	

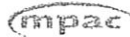


<p>Pour le compte de la Société d'évaluation foncière des municipalités (à compléter par le président ou le directeur, le secrétaire, l'organisateur)</p> <p>Signature : _____</p>	<p>Date (aaaa/mm/jj)</p>
<p>Signature de la personne dont la propriété est évaluée ou de son représentant autorisé (à compléter par le propriétaire ou son représentant autorisé)</p> <p>Signature : <i>Maryse Rivest</i></p>	<p>Date (aaaa/mm/jj)</p> <p>2012/02/27</p>
<p>Pour le compte de la municipalité (à compléter par le président ou le directeur, le secrétaire, l'organisateur)</p> <p>Signature : _____</p>	<p>Date (aaaa/mm/jj)</p>

VEUILLEZ NOTER :

Si une modification quelconque apportée à la législation affecte l'établissement de l'évaluation à la valeur actuelle 2005 adaptée utilisée comme point de départ pour établir les évaluations réparties figurant dans le présent procès-verbal, la SEM se réserve le droit d'établir de nouveau les montants répartis compris dans ce procès-verbal de transaction afin de se conformer à la modification apportée à la loi ou au règlement.

Minutes of Settlement - Requests for Reconsideration Re: 840 Fifth Street West (2009, 2010 and 2011).



PROCÈS-VERBAL DE TRANSACTION EN VERTU DE L'ARTICLE 40 DE LA LOI SUR L'ÉVALUATION FONCIÈRE						
Relativement à l'évaluation réalisée		pour l'année d'imposition 2011		pour la propriété décrite comme suit :		
Numéro de rôle :		5912-010-004-115-00				
Description ou emplacement officiel :		Plan SM211 Lot 15, 16 W Pt Lot 14 RP48R1762 Parts 6 to 11 Pci 14-3				
Municipalité:		Fort Frances Town				
Entre : LA SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS				NUMÉRO DU BUREAU LOCAL	32	
et :		ABZAC CANADA INC la ou les personnes dont la propriété est évaluée				
L'évaluation de la propriété décrite ci-dessus a été portée en appel auprès de la Commission de révision de l'évaluation foncière en vertu des dispositions de l'article 40 de la Loi sur l'évaluation foncière. Le règlement suivant a été conclu entre les parties :						
Évaluation foncière actuelle						
Catégorie d'imposition de la propriété CIF/CAIF	Valeur actuelle 2005 (dans le cadre de la répartition uniquement)	Valeur actuelle 2008	Évaluation répartie sur les années d'imposition			
			2009	2010	2011	2012
IT	866,000	710,000	710,000	710,000	710,000	710,000
Total	866,000	710,000	710,00	710,000	710,000	710,000
Évaluation foncière révisée						
Catégorie d'imposition de la propriété CIF/CAIF	Valeur actuelle 2005 (dans le cadre de la répartition uniquement)	Valeur actuelle 2008	Évaluation répartie sur les années d'imposition			
			2009	2010	2011	2012
IT	866,000	709,000	709,000	709,000	709,000	709,000
Total	866,000	709,000	709,000	709,000	709,000	709,000
Il a été convenu entre les parties que la décision de la Commission de révision de l'évaluation foncière sera rendue conformément au règlement. En acceptant ledit règlement, la personne dont la propriété est évaluée reconnaît par les présentes que la décision à la suite de l'appel, en vertu de l'article 40 de la Loi sur l'évaluation foncière, pour l'année d'imposition indiquée ci-dessus, est rendue et que la Commission de révision de l'évaluation foncière n'exige pas la tenue d'une audience.						

Pour le compte de la Société d'évaluation foncière des municipalités Signature : _____	Date (aaaa/mm/jj)
Signature de la personne dont la propriété est évaluée ou de son représentant autorisé Signature : <i>Margyse Poiré</i>	Date (aaaa/mm/jj) 2012/02/27
Pour le compte de la municipalité Signature : _____	Date (aaaa/mm/jj)
VEUILLEZ NOTER : Si une modification quelconque apportée à la législation affecte l'établissement de l'évaluation à la valeur actuelle 2005 adaptée, utilisée comme point de départ pour établir les évaluations réparties figurant dans le présent procès-verbal, la SÉFM se réserve le droit d'établir de nouveau les montants répartis compris dans ce procès-verbal de transaction afin de se conformer à la modification apportée à la loi ou au règlement.	

Audience (Revue)			Plainte (Revue)
Date de l'audience :			
JJ	MM	AA	



"Begall, Paula"
<PAULA.BEGALL@mpac.ca>

03/14/2012 10:29 AM

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

"lwitherspoon@fort-frances.com"

cc <lwitherspoon@fort-frances.com>, "Morgan, Darlene"
<DARLENE.MORGAN@mpac.ca>

bcc

Subject Section 40 Minutes of Settlement

Good Morning,

Attached are **2009, 2010 & 2011** Section 40 Minutes of Settlement (MOS) for the Town of Fort Frances
– **59 12 010 004 11500 0000**
(**ABZAC Canada Inc.**).

Please sign and return via email or fax to 622-1404 at your earliest convenience, .

If you have any questions or concerns, please contact me.

Thank you,

Paula Begall

Municipal Relations Assistant

807 622-1400 x249

Paula.Begall@mpac.ca

fax: 807 622-1404

toll free: 877 268-9231 x249

NOTICE: This e-mail message and any attachments are confidential, subject to copyright and may be privileged. Any unauthorized use, copying or disclosure is prohibited. If you are not the intended recipient, please delete and contact the sender immediately. Please consider the environment before printing this e-mail. AVIS : le présent courriel et toute pièce jointe qui l'accompagne sont confidentiels, protégés par le droit d'auteur et peuvent être couverts par le secret professionnel. Toute utilisation, copie ou divulgation non autorisée est interdite. Si vous n'êtes pas le destinataire prévu de ce courriel, supprimez-le et contactez immédiatement l'expéditeur. Veuillez penser à l'environnement avant d'imprimer le présent courriel



5912 010 004 11500.pdf



**TOWN OF FORT FRANCES
ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2012/38**

TO: Mayor Avis & Members of Council
FROM: Laurie Witherspoon, Treasurer
DATE: April 4, 2012
SUBJECT: 2011 – Water & Sewer Year End Surplus

BACKGROUND

Treasury is in the process of completing the fiscal year ending December 31, 2011. BDO Canada LLP is scheduled for Monday, April 9, 2012 to start the audit process. The current surplus to date for the Water fund is \$327,803.22 and Sewer Fund is \$163,870.55, however these amounts could be subject to further year-end transactions. All year-end estimates referred to in this report are before PSAB related reconciliation and year-end entries.

The Long-Term Capital Financing Plan, Policy 1.19 C i) provides that any Water Fund surplus at the end of the fiscal year be transferred to the Waterworks Project Reserve Fund for future capital expenditures and that any Sewer Fund surplus at the end of the fiscal year be transferred to the Sanitary Sewer Fund for future capital expenditures.

The attached Town of Fort Frances – Reserve Fund worksheet provides the projected Reserve Fund balances to December 31, 2011 with the noted year-end contributions to Reserve Funds.

RECOMMENDATION

The Administration & Finance Committee recommends that Council approve the transfer of \$327,803.22 to the Waterworks Reserve Fund and \$163,870.55 to the Sanitary Sewer Reserve Fund from their respective Water and Sewer Operating Funds for the fiscal period ending December 31, 2011.

Council Approval of This Report Will Approve the Administration & Finance Executive Committee's recommendation to transfer of \$327,803.22 to the Waterworks Reserve Fund and \$163,870.55 to the Sanitary Sewer Reserve Fund from their respective Water and Sewer Operating Funds for the fiscal period ending December 31, 2011.

2011 RESERVE FUNDS TO DATE

Account Name	G/L Account #	Balance as at December 31/10	Contributions to (from) Reserve Funds	Contributions to (from) Reserve Funds	TOTAL 2011 Interest Earned	Interest from FFCC Loan Payments	Contributions to (from) Reserve Funds	Year End Contributions to Reserve Funds	Reserve Cont'n to Capital (or w/s) Funds	Estimated Reserve Fund Balance December 31, 2011
Handi-Transit MTO Gas Tax	R-L60-0809-0000	90,572.64			2,706.60	223.57			(2,409.27)	91,093.54
Daycare/Toy Library Donations	R-L60-0812-0000	2,322.37			69.40	5.73				2,397.50
Waterworks Projects	R-L60-0816-0000	4,140,806.89			123,740.05	10,221.20	79,148.00	327,803.22		4,681,719.36
Parks & Cemeteries Projects	R-L60-0823-0000	46,264.43			1,382.53	114.20			(2,415.60)	45,345.56
Public Library & Technology Centre	R-L60-0827-0000	205,344.72			6,136.33	506.87			(3,907.28)	208,080.64
Sister Kennedy Centre Projects	R-L60-0832-0000	20,060.40			599.47	49.52				20,709.39
Post Landfill Closure	R-L60-0851-0000	233,775.49			6,985.94	577.05				241,338.48
Sanitary Sewer Projects	R-L60-0859-0000	1,078,312.27			32,223.30	2,661.72	85,000.00	163,870.55	(193,389.48)	1,168,678.36
Townshend Theatre	R-L60-0871-0000	78,931.43			2,358.71	194.84	6,077.00			87,561.98
Corporate Vehicles/Equipment	R-L60-0874-0000	1,266,231.39			37,838.89	3,125.58	200,000.00		(119,628.30)	1,387,567.56
Corporate Building	R-L60-0875-0000	553,416.06			16,537.78	1,366.06	100,000.00		(171,101.75)	500,218.15
Corp. Projects Reserve Fund	R-L60-0876-0000	1,049,541.72	7,880.00		31,363.53	2,590.70	400,000.00		(195,065.33)	1,296,310.62
Corporate Contingency	R-L60-0877-0000	-			-	-	318,000.00			318,000.00
Federal Gas Tax Reserve	R-L60-0878-0000	1,770.03	248,559.53	248,559.53	3,602.94	608.62			(235,082.62)	268,018.03
		8,767,349.84	256,439.53	248,559.53	265,545.47	22,245.66	1,188,225.00	491,673.77	(922,999.63)	10,317,039.17
Library Building	R-L61-0828-0000	308.01		43,155.51	523.29				(4,178.44)	39,808.37
		8,767,657.85	256,439.53	291,715.04	266,068.76	22,245.66	1,188,225.00	491,673.77	(927,178.07)	10,356,847.54

2012 OPERATING BUDGET WATER FUND

ACCOUNT #	2009		2010		2011		2012	
	OPERATING FORECAST	Actual to December 31/09	OPERATING FORECAST	Actual to December 31/10	OPERATING FORECAST	Actual to December 31/11	OPERATING FORECAST	Actual to December 31/11
REVENUE								
W-961-0330-0589 Expense Recovery		(267.67)						
W-961-0330-0592 Rents & Leases	(5,443)	(5,545.04)	(5,764)	(6,012.18)	(5,764)	(5,630.98)	(5,764)	(5,630.98)
W-961-0330-0595 Private Work Charges (GST)						(25,937.71)		
W-961-0330-0619 New Connection Charges		(69,000.00)						
W-961-0330-0782 Sale of Rain Barrels		(2,531.32)	(975)	(477.46)	(650)	(690.82)	(650)	(690.82)
W-961-0430-0589 Expense Recovery						(350.00)		
W-961-0430-0467 NOHJ Grant								
W-961-0430-0595 Private Work Charges (no GST)	(6,000)	(8,363.90)	(6,000)	(7,181.56)	(7,000)	(8,793.44)	(7,000)	(8,793.44)
W-961-0430-0618 Reconnect Charges	(1,000)	(1,324.56)	(1,000)	(2,455.46)	(1,500)	(1,145.00)	(1,500)	(1,145.00)
W-961-0430-0619 New Connection Charges	(7,500)	(3,536.10)	(7,500)	(5,366.38)	(7,500)	(20,259.95)	(7,500)	(20,259.95)
W-961-0430-0682 Late Payment Charges	(5,000)	(9,062.11)	(6,000)	(7,932.25)	(6,000)	(7,459.56)	(6,000)	(7,459.56)
W-961-0430-0685 Sale of Water	(2,133,499)	(2,242,915.99)	(2,238,988)	(2,394,504.75)	(2,320,765)	(2,408,181.85)	(2,320,765)	(2,408,181.85)
W-961-0430-0687 Special Water Rates		(108.15)		(1,269.49)		(56.08)		(56.08)
W-961-0430-0943 Sale of Water Meters	(10,000)	(18,389.84)	(15,000)	(14,072.68)	(15,000)	(59,595.49)	(10,000)	(14,072.68)
W-961-0490-0025 Local Improvements	(21,477)	(20,194.40)	(8,818)	(8,818.01)	(8,818)	(8,818.01)	(8,818)	(8,818.01)
W-965-0330-0320 WTP Solar Panel Revenue	(2,189,919)	(2,381,239.08)	(2,290,045)	(2,448,090.22)	(2,372,997)	(2,547,318.36)	(2,367,997)	(2,547,318.36)
Water Works General EXPENDITURES								
Administration								
W-961-1101-1110 Distributed Salaries/Wages	37,790	46,925.68	67,075	34,564.91	33,427	35,308.46	33,972	35,308.46
W-961-1101-1111 Benefits	9,950	11,605.79	17,109	9,414.00	9,415	9,980.10	11,703	9,980.10
W-961-1200-1221 Accounting/Allocated Admin	167,188	167,188.00	170,532	170,532.00	175,695	175,695.00	180,965	175,695.00
W-961-1200-1251 Communications	1,200	1,352.40	1,200	1,510.12	1,400	1,197.63	1,400	1,197.63
W-961-1200-1252 Postage, Freight, Courier	2,500	8,792.67	2,000	10,783.61	2,000	12,404.49	2,500	12,404.49
W-961-1200-1253 Legal	5,000	10,517.47	5,000	0.00	5,000	3,473.60	5,000	3,473.60
W-961-1200-1260 Memberships	750	1,136.13	1,200	1,031.67	1,200	1,141.03	1,200	1,141.03
W-961-1210-4515 Write-Offs		523.13		2,025.14		52.87		52.87
W-961-1400-1410 Office Supplies	100	462.85	100	2,403.67	200	529.37	200	529.37
W-961-1400-1433 Stores Charge	10,300	10,300.00	10,300	10,300.00	10,300	10,300.00	10,300	10,300.00
W-961-1400-1443 Rain Barrel Expenses		2,320.71	975	377.79	540	647.64	540	647.64
W-961-1500-1507 GIS Material			8,316	516.17	10,735	7,718.08	13,278	7,718.08
W-961-1500-1523 Contracted Services (Lead Test Coupons/Accreditation)		150.00	3,000	11,670.06		407.36		407.36
W-961-1500-1531 Conference & Courses	20,000	17,644.06	20,000	15,272.36	20,000	21,848.68	20,000	21,848.68
W-961-1500-1580 Insurance	36,190	34,447.70	34,450	34,439.43	35,826	5,842.41	35,350	5,842.41
W-961-1500-1581 Insurance Deductible	5,000		5,000	10,000.00	10,000		10,000	

2012 OPERATING BUDGET WATER FUND

ACCOUNT #	2009		2010		2011		2012	
	OPERATING FORECAST	Actual to December 31/09	OPERATING FORECAST	Actual to December 31/10	OPERATING FORECAST	Actual to December 31/11	OPERATING FORECAST	Actual to December 31/11
Advertising & Public Notices	750	106.40	500	683.81	500	403.83	500	403.83
Contribution to Capital Fund	839,763	390,151.05	316,839	316,839.00	907,834	721,073.43	995,540	721,073.43
Amortization Exp - Machinery & Equipment		377.41		3,899.97				
Amortization Exp - Vehicles		3,899.97		37,368.59				
Amortization Exp - Fire Hydrants		37,432.37		40,322.12				
Amortization Exp - Water Shut Offs (Curb Stops)		40,322.12		31,138.36				
Amortization Exp - Mianline Valves		30,055.94		2,638.11				
Amortization Exp - Service Valves		2,648.13		133,103.47				
Amortization Exp - Water Mains		123,347.33		598.89				
Amortization Exp - Chamber Valves		748,660.29	546,061	845,537.00	79,148	79,148.00		
Contribution to Reserve Fund		2,453.06		(1,578.26)		(81.03)		
Inventory Adjustments		1,693,419.57	1,209,657	1,725,391.99	1,303,220	1,087,090.95	1,322,448	1,087,090.95
	1,136,481							
Water Service Connections								
Distributed Salaries/Wages	55,300	52,092.02	55,300	56,061.31	56,729	74,303.64	65,573	74,303.64
Distributed Benefits	14,693	15,246.21	15,824	16,703.97	16,450	23,388.92	20,716	23,388.92
Materials	18,000	10,903.75	18,000	18,824.63	16,000	17,605.06	16,000	17,605.06
Contracted Works	15,000	14,689.33	15,000	27,859.64	15,000	17,489.85	18,000	17,489.85
Equipment Rentals - Owned	23,500	16,549.95	22,000	19,383.29	21,000	29,262.48	21,000	29,262.48
	126,493	109,481.26	126,124	138,832.84	125,179	162,049.95	141,289	162,049.95
Water Meter Maintenance								
Distributed Salaries/Wages	3,500	1,113.36	3,000	960.13	2,500	10,670.29	5,100	10,670.29
Distributed Benefits	1,155	367.43	990	316.82	825	3,521.24	1,733	3,521.24
Materials	7,500	8,622.03	7,500	11,814.33	7,500	49,658.29	5,000	49,658.29
Contracted Works	5,000	8,928.99	5,000	7,291.46	7,000	39,992.18	3,500	39,992.18
Equipment Rentals - Owned	350	176.45	300	421.85	300	962.50	500	962.50
	17,505	19,208.26	16,790	20,804.59	18,125	104,804.50	15,833	104,804.50
Water Distribution System Maintenance								
Distributed Salaries/Wages	96,070	71,161.75	111,506	82,645.60	108,314	80,939.69	99,410	80,939.69
Distributed Benefits	30,074	23,424.44	36,670	25,808.70	33,398	24,439.30	30,037	24,439.30
Materials	47,000	16,883.00	42,000	33,928.09	35,000	43,140.86	38,000	43,140.86
Contracted Works	25,000	27,319.14	25,000	20,537.45	25,000	32,363.58	25,000	32,363.58
Equipment Rentals - Owned	42,000	26,366.03	42,000	35,149.70	38,200	37,876.40	38,118	37,876.40
	240,144	165,154.36	257,176	198,069.54	239,912	218,759.83	230,565	218,759.83
	1,520,623	1,987,263.45	1,609,747	2,083,098.96	1,686,436	1,572,705.23	1,710,135	1,572,705.23
Total Waterworks General								

2012 OPERATING BUDGET WATER FUND

ACCOUNT #	2009		2010		2011		2012	
	OPERATING FORECAST	Actual to December 31/09	OPERATING FORECAST	Actual to December 31/10	OPERATING FORECAST	Actual to December 31/11	OPERATING FORECAST	Actual to December 31/11
<i>Water Treatment Plant</i>								
Distributed Salaries/Wages	137,231	135,110.44	150,770	118,575.71	153,833	156,845.38	152,320	156,845.38
Distributed Benefits	45,268	44,586.61	49,754	39,076.90	50,674	51,695.67	51,688	51,695.67
Equipment Rentals - Owned	500	1,320.58	750	346.50	650	562.50	650	562.50
Communications	6,000	6,036.79	5,000	6,423.06	5,000	6,213.61	5,000	6,213.61
Lab Fees - Water Testing	15,500	21,679.72	15,500	19,361.39	12,000	15,700.54	13,000	15,700.54
Natural Gas	43,623	31,277.82	43,623	24,931.65	35,000	25,790.90	32,000	25,790.90
Diesel Fuel	200		200		200		200	
Electrical Power	74,998	63,015.06	74,998	66,805.95	74,998	62,805.70	68,142	62,805.70
Water & Sewer	900	1,015.20	1,000	1,015.20	1,100	1,015.20	1,100	1,015.20
Taxes	62,113	58,438.24	60,192	52,443.05	60,191	51,334.36	52,875	51,334.36
Chlorine	10,936	13,064.70	10,900	13,208.72	13,000	10,252.47	13,000	10,252.47
Soda Ash	36,000	42,700.96	36,000	27,084.90	39,000	24,979.97	39,000	24,979.97
Aluminum Sulphate	22,994	16,906.55	23,475	22,569.41	29,050	30,414.38	29,050	30,414.38
Fluorides	5,250	7,430.00	5,250	2,764.88	9,500	9,852.65	12,000	9,852.65
Miscellaneous Chemicals	8,500	6,563.39	6,500	2,713.65	6,500	17,464.98	10,000	17,464.98
Materials	25,000	16,242.53	25,000	17,958.08	25,000	16,355.44	20,000	16,355.44
Contracted Services	45,000	43,543.07	40,000	42,856.08	40,000	54,543.12	40,000	54,543.12
Amortization Exp - Buildings		218,756.86		208,193.01				
Amortization Exp - Machinery & Equipment		676.29		3,078.69				
Amortization Exp - Computer Hardware Pooled		292.61		260.93				
Total Water Treatment Plant	540,013	728,657.42	548,912	669,667.76	555,696	535,826.87	540,025	535,826.87
<i>Water Storage Facility</i>								
Distributed Salaries/Wages	9,973	8,209.16	10,320	9,476.19	10,394	9,011.70	10,602	9,011.70
Distributed Benefits	3,210	2,709.00	3,406	3,108.19	3,403	2,970.67	3,598	2,970.67
Equipment Rentals - Own	1,800	1,270.95	1,500	2,020.50	1,700	2,487.50	2,000	2,487.50
Communications	800	833.81	800	746.38	800	811.55	800	811.55
Natural Gas	4,052	7,475.08	9,295	3,178.89	8,500	8,307.91	9,000	8,307.91
Electrical Power	3,139	5,415.01	5,000	4,163.27	5,000	2,903.71	4,248	2,903.71
Taxes	104,109	96,473.98	99,365	86,103.17	99,368	83,824.40	86,339	83,824.40
Materials	1,000	12.68	500	337.71	500	665.26	500	665.26
Contracted Works	1,200	1,326.48	1,200	4,713.04	1,200	110,982.70	750	110,982.70
Total Water Storage Facility	129,283	123,726.15	131,386	113,847.34	130,865	110,982.70	117,837	110,982.70
Total Expenditures	2,189,919	2,839,647.02	2,290,045	2,866,614.06	2,372,997	2,219,514.80	2,367,997	2,219,514.80
TOTAL WATER FUND (Surplus)/Deficit	(0)	458,407.94	0	418,523.84	0	(327,803.56)	0	(327,803.56)

**2012 OPERATING BUDGET
WATER FUND**

ACCOUNT #	2009 OPERATING FORECAST	Actual to December 31/09	2010 OPERATING FORECAST	Actual to December 31/10	2011 OPERATING FORECAST	Actual to December 31/11	2012 OPERATING FORECAST
Less: Amortization Expense		(458,407.94)		(460,602.14)		0.00	
Sub-total		0.00		-42,078.30		(327,803.56)	
Prior Year (Surplus)/Deficit				42,078.64		0.34	
Capital Expenses Transferred to Operating		42,078.64					
Adjusted Year End (Surplus)/Deficit		<u>42,078.64</u>		<u>0.34</u>		<u>(327,803.22)</u>	

2012 OPERATING BUDGET

SEWER FUND

ACCOUNT #	2009		2010		2011		2012	
	OPERATING FORECAST	Actual to December 31/09	OPERATING FORECAST	Actual to December 31/10	OPERATING FORECAST	Actual to December 31/11	OPERATING FORECAST	
REVENUES								
Private Work Charges								
NOHJ Grant				(88.42)				
Private Work Charges								
New Connection Charges								
Penalty on Late Payments								
Sewer Service/Disposal								
Local Improvements								
Expense Recoveries								
Total Revenues								
EXPENDITURES								
Administration								
Distributed Salaries/Wages								
Distributed Benefits								
Allocated Admin								
Postage, Freight, Courier								
Legal								
Write Offs								
Debtenture - Interest								
Debtenture - Principal								
Office Supplies								
Taxes								
Stores Charge								
GIS Material								
Contracted Works								
Conferences & Courses								
Insurance								
Insurance Deductible								
Advertising & Public Notices								
Contributions to Capital								
Amortization Exp - Buildings								
Amortization Exp - Machinery & Equipment								
Amortization Exp - Vehicles								
Amortization Exp - Cleanouts								
Amortization Exp - Manholes								
Amortization Exp - Sewer Mains								
Contribution to Reserve Funds								
Inventory Adjustments								

**2012 OPERATING BUDGET
SEWER FUND**

	ACCOUNT #	2009		2010		2011		2012	
		OPERATING FORECAST	Actual to December 31/09	OPERATING FORECAST	Actual to December 31/10	OPERATING FORECAST	Actual to December 31/11	OPERATING FORECAST	
Sewer Mains									
Distributed Salaries/Wages	S-410-1411-1110	38,800	48,138.72	39,000	53,361.11	48,000	43,913.00	55,900	
Distributed Benefits	S-410-1411-1111	12,673	15,770.69	12,731	17,198.36	15,423	14,186.21	18,409	
Materials	S-410-1411-1471	12,000	12,850.29	12,000	13,490.15	13,000	9,793.25	10,000	
Contracted Service	S-410-1411-1523	20,000	21,997.65	22,000	51,101.13	28,000	34,287.06	30,000	
Equipment Rentals - Own	S-410-1411-1540	27,000	41,902.80	30,000	40,783.75	39,400	37,652.31	38,000	
		110,473	140,660.15	115,731	175,934.50	143,823	139,831.83	152,309	
Service Connections									
Equipment I/F	S-410-1412-1092								
Distributed Salaries/Wages	S-410-1412-1110	48,000	42,420.31	48,000	51,350.32	48,000	44,272.50	52,050	
Distributed Benefits	S-410-1412-1111	14,782	12,347.08	13,220	15,565.06	14,077	13,812.81	16,402	
Materials	S-410-1412-1471	11,000	7,573.08	10,000	12,013.50	10,000	6,924.23	10,000	
Contracted Services	S-410-1412-1523	12,000	8,386.21	12,000	20,956.00	15,000	10,182.28	15,000	
Equipment Rentals - Own	S-410-1412-1540	20,000	14,536.15	18,000	18,240.65	18,000	13,501.84	16,000	
		105,782	85,262.83	101,220	118,125.53	105,077	88,693.66	109,452	
Manholes									
Distributed Salaries/Wages	S-410-1414-1110						969.38		
Distributed Benefits	S-410-1414-1111						319.91		
Equipment Rentals - Own	S-410-1414-1540						237.50		
							1,526.79		
Sewage Treatment Plant									
Distributed Salaries/Wages	S-413-1101-1110	1,000	1,638.58	2,000	271.34	1,500	734.12	1,000	
Distributed Benefits	S-413-1101-1111	303	534.36	652	89.53	495	229.41	310	
Equipment Rentals - Own	S-413-1101-1540	500	186.95	500	36.00	500	298.93	500	
Natural Gas	S-413-1400-1416	32,967	24,143.62	32,967	25,768.33	30,000	18,081.09	25,000	
Electrical Power	S-413-1400-1420	110,776	129,264.05	110,776	135,898.65	110,775	119,201.65	138,617	
Grit Landfill Tipping Fees	S-413-1400-1424	2,000	1,092.00	3,000	1,430.00	2,500	760.00	1,500	
Taxes	S-413-1400-1425	44,618	41,345.99	42,586	36,901.36	42,586	35,924.74	37,001	
Materials	S-413-1400-1471	500	1,177.03	1,000	3,736.21	3,000	3,958.16	3,500	
Contracted Works - AWA/OCWA	S-413-1500-1523	451,546	463,447.00	471,129	475,257.50	473,176	481,218.23	498,795	
Repairs & Maintenance	S-413-1500-1545		250,120.88		250,120.88		221.46		
Amortization Exp - Buildings	S-413-1520-7100		24,684.85		47,547.82				
Amortization Exp - Machinery & Equipment	S-413-1520-7200		937,635.31		977,057.62		660,627.79		
		644,210	937,635.31	664,610	977,057.62	664,532	660,627.79	706,223	

2012 OPERATING BUDGET

SEWER FUND

ACCOUNT #	2009	2010	2011	2012
	OPERATING FORECAST	Actual to December 31/09 OPERATING FORECAST	Actual to December 31/10 OPERATING FORECAST	Actual to December 31/11 OPERATING FORECAST
Total Expenditures	1,885,449	2,226,655.03	1,973,098	2,047,318
TOTAL SEWER FUND (Surplus)/Deficit	0	261,587.45	0	0
Less: Amortization Expense		(394,140.24)		(3,176.35)
Sub-total		(132,552.79)	(242,340.77)	(305,918.17)
Non-TCA Capital Expense		107,323.85		
Long Term Debt Principal Payments		132,552.79	135,016.92	142,047.62
Opening (Surplus)/Deficit			107,323.85	
Adjusted Year End (Surplus)/Deficit		107,323.85	0.00	(163,870.55)



**TOWN OF FORT FRANCES
ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2012/40**

TO: Mayor Avis & Members of Council
FROM: Laurie Witherspoon, Treasurer
DATE: April 4, 2012
SUBJECT: Ontario Regulation 284/09 – Budget Matters

BACKGROUND

The Town of Fort Frances is required under the Ontario Regulation 284/09 (O. Reg. 284/09) to report on whether amortization expenses, post employment benefits and solid waste landfill closure and post-closure expenses are included in the budget. The purpose of this report is to explain Ontario Regulation 284/09 and illustrate the impact on the 2012 budget had these expenses been included.

Accounting standards and reporting requirements changed dramatically for 2009, the most significant change being the introduction of tangible capital asset accounting. The accounting standards, however, do not require that budgets be prepared on the same basis. The Town of Fort Frances, like most municipalities, continues to prepare budgets based on the traditional cash basis.

For 2011 and subsequent years, the municipality or local board shall before adopting a budget for that year that excludes from their estimated budget expense costs related to amortization expenses, post employment benefit expenses and solid waste landfill closure and post-closure expenses shall prepare a report about the excluded expenses and adopt the report by resolution.

The regulation requires that the report contain information regarding:

- 1) An estimate of the change in the accumulated surplus of the municipality to the end of the year resulting from the exclusion of any of those expenses; and
- 2) An analysis of the estimated impact of the exclusion of any of those expenses on the future tangible capital asset funding requirements of the municipality.

Financial Impact

The Town of Fort Frances developed its 2012 Operating Budget excluding amortization, post employment benefits and solid waste landfill closure and post-closure expenses.

- 1) The 2012 Operating Budget did not include expense for the amortization of its tangible capital assets estimated in the sum of \$2.9 million. However the budget did include \$1,032,619 for capital asset replacement as shown in *Schedule 1* attached to this report.
- 2) The 2012 Operating Budget includes the cost of the post employment benefit expenses incurred in the current year for any retirees resulting from the 2011 firefighter arbitration award. The Town has engaged Morneau Shepell to provide a post-retirement non-pension benefits actuary report providing an accounting valuation as at December 31, 2011 and projected results to the end of the 2012. Once the report has been received, Council will make a decision of how to fund this liability. The set up of the post-employment benefit liability will be a 2011 year end accounting entry and thereby reducing impact on the 2012 budget.
- 3) The 2012 Operating budget includes the current year expense for landfill closure and post-closure expense, which is estimated at \$6,968.00. In 2007 a Reserve Fund was set up to fund this future liability. The interest earned each year is sufficient to cover the annual operating expense. The Post Landfill Closure Reserve Fund as at December 31, 2011 was \$241,338.48 and estimated to have a closing balance of \$248,356 at December 31, 2012.

Schedule 2 to this report provides an analysis of the impact on the 2012 Budget with the inclusion of the above noted expenses.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council receive the Ontario Regulation 284/09 – Budget Matters disclosure report as presented for the 2012 Operating Budget.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to receive the Ontario Regulation 284/09 disclosure report for the 2012 Operating Budget as presented.

Town of Fort Frances Reserve Funds Estimated to December 31, 2012
Schedule 1

Account Name	G/L Account #	Balance as at Dec. 31/11	Estimated Annual Interest	Contribution from Revenue Fund, Donations or Payments	2012	
					2012 Est Reserve Cont'n to Capital/Revenue Fund	2012 Year end estimated Reserve Balance
Handi-Transit Van-MTO Gas Tax	R-1.60-0809-0000	91,093.54	2,648.83	8,000.00	(75,000.00)	26,742.37
Day Care/Toy Library Donations	R-1.60-0812-0000	2,397.50	69.71			2,467.21
Parks & Cemeteries Projects (Parkland/Lion's)	R-1.60-0823-0000	45,345.56	1,318.56	2,500.00		49,164.12
Public Library & Technology Centre	R-1.60-0827-0000	208,080.64	6,050.59			214,131.23
Sister Kennedy Centre Projects	R-1.60-0832-0000	20,709.39	602.19			21,311.58
Post Landfill Closure	R-1.60-0851-0000	241,338.48	7,017.67			248,356.15
Townshend Theatre	R-1.60-0871-0000	87,561.98	2,546.14	8,500.00	(30,000.00)	68,608.12
Corporate Vehicles & Equipment	R-1.60-0874-0000	1,387,567.56	40,347.84	100,000.00	(335,440.00)	1,192,475.40
Corporate Buildings	R-1.60-0875-0000	500,218.15	14,545.40	200,000.00	(294,290.00)	420,473.55
Corp. Projects Reserve Fund	R-1.60-0876-0000	1,296,310.62	37,694.26	200,000.00	(87,011.00)	1,446,993.88
Corporate Contingency	R-1.60-0877-0000	318,000.00	9,246.84	250,000.00		577,246.84
Library Building (Separate Acct)	R-1.61-0828-0000	39,808.37	100.00	16,500.00		56,408.37
<i>Sub-Total</i>		<i>4,238,431.79</i>	<i>122,188.03</i>	<i>785,500.00</i>	<i>(821,741.00)</i>	<i>4,324,378.82</i>
Federal Gas Tax	R-L.60-0878-0000	268,018.03	7,793.46	497,119.00	(665,007.00)	107,923.49
Waterworks Projects	R-1.60-0816-0000	4,681,719.36	136,135.55		(766,685.00)	4,051,169.91
Sanitary Sewer Projects	R-1.60-0859-0000	1,168,678.36	33,982.96		(281,083.00)	921,578.32
<i>Sub-Total</i>		<i>5,850,397.72</i>	<i>170,118.51</i>	<i>-</i>	<i>(1,047,768.00)</i>	<i>4,972,748.23</i>
		10,356,847.54	300,100.00	1,282,619.00	(2,534,516.00)	9,405,050.54
Cemetery Fund						
						<i>(112,000.00)</i>
						<i>(2,646,516.00)</i>

\$3,059,942.83

Reserve Funds Allocation

2012	Corporate Vehicles/Equip	Corporate Buildings	Corporate Projects	Townshend Theatre	Handi-van MTO Gas Tax	Cemetery Reserve Fund	TOTAL	Water & Sewer	Federal Gas Tax
Gen Government			26,500				26,500		
Civic Centre		250,000					250,000		
Fire	50,000		7,350				57,350	0	
PW Building/General							228,440		
PW Lg Equipment	228,440						8,000		
PW Sm Vehicles	8,000						2,458		
GIS/Engineering			2,458				13,000		665,007
Roads			13,000				0		
Siewalks							5,000		
Streetslight			5,000				5,000		
Waste Management		5,000					0		
Airport							54,000		
Parks	49,000		5,000				112,000		
Cemetery							27,500		
Memorial Sports Centre		25,000	2,500				15,290		
Recreation		14,290	1,000				75,000		
Handi-van Transit					75,000		10,000		
Museum			10,000				30,000		
Townshend Theatre				30,000			2,203		
Planning & Development			2,203				12,000		
By-Law			12,000				933,741	0	665,007
Sub-Total	335,440	294,290	87,011	30,000	75,000	112,000		766,685	
Water Reserve								281,083	
Sewer Reserve									
							933,741	1,047,768	665,007
							\$1,981,509		\$665,007

**2012 BUDGET
PSAB 3150 RECONCILIATION
Schedule 2**

Revenues

General Operating	\$21,640,492
Water Operating	2,367,997
Sewer Operating	2,047,818
Capital	4,471,682
	<u>30,527,989</u>

Less

Transfers to Capital from other Funds ¹	(1,981,509)
Transfers to Operating from other Funds ¹	0
Federal Gas Tax Recognized from Deferred Revenue	665,007
Prior Year's Surplus/(Deficit)	82,364
Proceeds from Long-Term Debt	0

Total Revenues	<u>\$29,293,851</u>
-----------------------	----------------------------

Expenses

General Operating	21,640,492
Water Operating	2,367,997
Sewer Operating	2,047,818
Capital	4,471,682

Less

Transfers from Operating to other Funds ³	(785,500)
Transfer from Water & Sewer to other Funds ³	0
Capital Expenses	(4,471,682)
Debt Principal Repayments ⁴	(826,071)

Total Expenses	<u>24,444,736</u>
-----------------------	--------------------------

Annual Surplus, before exclusion	4,849,115
---	------------------

Excluded Expenses

Amortization of Tangible Capital Assets	2,900,000
Post Employment Benefits	0
Solid Waste Landfill Closure & Post-closure Expenses	0

Total Excluded exclusions	<u>2,900,000</u>
----------------------------------	-------------------------

Annual Surplus, after excluded Expenses	\$1,949,115
--	--------------------

NOTES ¹ Transfers from other funds represents transfers from Reserves for Expenditures and is not considered a revenue source under accrual accounting

² Proceeds from debenture issue is a debt financing decision and is considered a liability and not a revenue source under accrual accounting

³ Transfers to other funds represents contributions to reserves and is not considered an expense under accrual accounting

⁴ Debt principal repayments are considered repayments of long-term liabilities and are not an expense under accrual accounting

Report To: Mayor and Council
From: Mark McCaig, CAO
Date: March 30, 2012
Subject: Parks Operational Review

One of the initiatives listed within the strat plan is a Parks Operational Review. This review has been initiated between Doug Brown, Trevor McKinnon and myself in the interests of assessing cost and operational effectiveness.

One area of particular focus has been the Civic Center grounds. I believe it is important that the Civic Center and its grounds should be maintained to a standard that helps foster a sense of civic pride. On too many occasions I have felt that the property in front of the Civic Center could look better. Currently Park's staff maintain the grounds, bushes and flowers. Our goal is to improve the appearance of the grounds while keeping cost considerations at the forefront.



Proper watering of the grass and flowers has been a challenge. We have typically relied on hoses and sprinklers during the day to maintain the vitality of the lawn while the watering truck comes by to water flowers. We believe this approach is not efficient or effective. Quite often patrons have been sprayed by water and parks staff are constantly dispatched to relocate sprinklers to achieve proper coverage. On weekends, there is no watering.

We believe there is an effective solution to the watering problem that will produce a better appearance for the front of our Civic Center and reduce the need for current staffing deployment. An underground sprinkler system will facilitate regular night time watering of the lawn and flowers while adhering to the municipal watering by-law and not inconveniencing the citizens and workers accessing the Civic Center during regular business hours.

Rick Hallam has been in contact with a company that sells water systems and has been advised that a suitable system design and equipment will cost approximately \$2,500.00 including HST. The cost of the installation of the specialized equipment by our contracted plumbing service would be about \$625.00 for a total cost of about \$3,125.00. We would utilize our own Public Works forces to trench in the lines and install the sprinklers.

We are recommending that we proceed with this project as the traditional method of watering at the Civic Center has been very ineffective and even costly from a manpower standpoint.

Respectfully Submitted,


 Mark McCaig, CAO

Council approval of this report will recommend to proceed with the project to have a underground sprinkler system installed at the Civic Centre.



29 March 2012

REPORT TO: Mayor and Council

FROM: Glenn W. Treftlin, Clerk

SUBJECT: Resolution re: Heads & Beds provincial payments in lieu of taxes

At the March 26th regular meeting of Council, Council directed that the request from the Town of Penetanguishene for support of their resolution re: provincial payments in lieu of taxes for heads and beds be brought to the next meeting of Council for consideration of support.

Interestingly, this matter has been brought to Council with some action taken on a number of occasions over the past couple years as follows:

- Mar 26, 2012 Town of Penetanguishene – information listing
- Mar 12, 2012 City of Kingston – information listing
- April 25, 2011 City of Kingston – approved recommendation from A&FEC to support
- April 11, 2011 City of Kingston – referred to A&FEC for recommendation
- Jan 24, 2011 City of Kingston – information listing
- Jun 14, 2010 City of Kingston – information listing

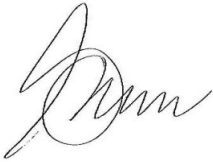
It is also apparent that the provincial government has not paid any attention to the resolutions put forward to date.

The resolutions put forward by the City of Kingston and the Town of Penetanguishene include a request for the provincial government to include in the current (2012) provincial budget an increase in payments in lieu of taxes for heads and beds. The budget as we know has been delivered by the province so it would not be in order to fully support the resolutions of Kingston and Penetanguishene as written by them.

I have rewritten a resolution that I believe will establish Council's support for the positions taken by Kingston and Penetanguishene. I have included the draft resolution below.

Would Council want to have a resolution brought to the floor of the NOMA conference later this month to request NOMA's support? I have contacted the Executive Director for NOMA on this and she informs me that NOMA does not currently have a resolution on record to support this matter. If Council passes the draft resolution, I could put it into the format that NOMA requires so that it could be presented from the floor of the conference by one of our delegates attending.

Council approval of this report: will direct the Clerk to prepare a resolution to call on the province of Ontario to increase the heads and beds payment in lieu of taxes, invite the province to meet with host municipalities to review the current system of heads and beds payments and request NOMA's support for the resolution.



/gwt

Draft proposed resolution:

Whereas in 1970 the rate of provincial payments in lieu of taxes for universities was arbitrarily set at \$25 per full time student; and

Whereas in 1973 the rate was doubled to \$50 per student and the payment was expanded to include hospitals and provincial correctional institutions; and

Whereas in 1987 the rate was again increased by 50%, still without apparent justification, to \$75 per student and bed; and

Whereas that rate as revised in 1987 has remained constant since that time despite the fact that inflation would in 2012 require almost doubling the payment (\$146); and Whereas at least sixty-five communities have called for an increase in payments; and

Whereas heads of universities are supporting that call; and

Whereas Premier McGuinty has looked to the municipalities of the province to be the economic engine of Ontario; and

Whereas the payments in lieu of taxes do not meet the actual costs of municipalities to provide the necessary services for these various institutions, thus placing an unfair tax burden on their property tax payers, consequently jeopardizing these municipalities' ability to meet infrastructure demands, and weakening their ability to act as economic engines;

Therefore be it resolved that the Town of Fort Frances calls on the government of the Province of Ontario to, effective January 1, 2012, increase the payments in lieu of taxes; and

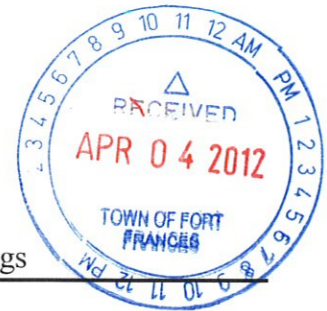
Further be it resolved that the Town of Fort Frances calls on the Province of Ontario to meet with the host municipalities for the purpose of reviewing the basis for payments in lieu of taxes, and determining a stable foundation going forward for those payments that meets associated costs prior to the 2013 budget cycle; and

Further be it resolved that copies of this motion be forwarded to: Premier Dalton McGuinty; the Honourable Dwight Duncan, Minister of Finance; Sarah Campbell, MPP for Kenora - Rainy River; the Northwestern Ontario Municipal Association (NOMA) for consideration of support; the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO); the Association of Municipal Tax Collectors of Ontario (AMTCO), and the Association of Municipalities of Ontario (AMO).

April 4, 2012

Report to: Mayor and Council

Re: Lifesaving Society M.G. Griffiths Cup Standings



Attached is a letter from the Lifesaving Society advising us of our 10th place standing in the M.G. Griffiths Cup for communities under 10,000 in population.

I would like to congratulate Leana Moffitt our Aquatic Director and her staff for their conscientious effort in the delivery of water safety programs to our community.

Respectfully submitted.

A handwritten signature in black ink, appearing to read 'George A. Bell'.

George A. Bell
Manager of Community Services



LIFESAVING SOCIETY®

The Lifeguarding Experts

March 9, 2012

Leana Moffitt
Aquatic Director
Town of Fort Frances
740 Scott Street
Fort Frances, ON P9A 1H8

Ontario

Dear Leana,

Congratulations! The Town of Fort Frances operated the 10th largest lifesaving program of all small municipalities in Ontario for 2011.

Your efforts are reflected in the standings for the M.G. Griffiths Cup, as follows:

M.G. GRIFFITHS CUP: Awarded to the municipal affiliate with the largest lifesaving program in a community with a population under 10,000.

1 st	Municipality of Huron East	5,973
2 nd	Town of Kirkland Lake	5,322
3 rd	Town of Hanover	4,961
4 th	Town of Carleton Place	4,791
5 th	Town of Perth	3,100
6 th	Township of North Huron	2,885
7 th	City of Temiskaming Shores	2,389
8 th	Town of Penetanguishene	1,601
9 th	Espanola Leisure Services	1,585
10 th	Town of Fort Frances	1,482

This standing is a reflection of the conscientious efforts of your aquatic staff. Please accept our congratulations and thank them for their work in providing drowning prevention education.

Sincerely,

Wendy Mahony
Member Services Director

Reg. Charity No. 10809 7270 RR0001

400 Consumers Road
Toronto, Ontario M2J 1P8 Canada

Tel: 416-490-8844 Fax: 416-490-8766
E-mail: experts@lifeguarding.com
www.lifeguardingsociety.com

Aircraft Landings 2012

As of April 1st, 2012 - Airport Statistics - Page 1

Month	Bearskin Flights		Bearskin Passengers		Government		Private		Med+Vacs		International		Commercial		Totals		Variance
	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	
January	90	87	93	447	364	354	0	0	4	0	3	41	35	44	3	3	-2
February	89	83	80	465	384	380	0	0	16	8	7	45	39	45	5	10	21
March	269	258	270	1381	1125	1115	5	13	28	9	31	130	110	134	12	22	-26
1/4 Total	92	77	93	375	329	329	10	0	5	26	43	30	30	30	7	4	-7
April	95	96	96	446	374	374	9	13	14	38	42	46	42	46	41	37	-192
May	98	92	92	328	429	429	6	5	8	64	48	47	47	47	69	104	-313
June	269	543	535	1381	2274	2247	5	38	22	28	36	159	130	243	12	139	-407
1/2 Total	96	92	92	381	389	389	10	2	34	52	39	35	35	35	70	97	-912
July	98	90	90	395	373	373	17	0	28	38	39	42	42	42	53	62	-350
August	93	88	88	389	312	312	5	4	8	42	52	42	42	42	38	53	-303
September	269	830	805	1381	3439	3321	5	70	28	28	106	291	130	376	12	300	-309
3/4 Total	93	88	88	412	371	371	17	5	27	36	31	61	31	61	20	19	-281
October	92	93	93	425	492	492	4	2	19	9	34	46	34	46	3	4	-962
November	82	78	78	289	325	325	0	0	5	4	51	39	39	39	1	6	-206
December	269	1097	1064	1381	4565	4509	5	91	35	28	157	340	130	489	12	324	-173
Total	269	1097	1064	1381	4565	4509	5	91	35	28	157	340	130	489	12	324	-660



Agenda Item # 9.2 ...

Fort Frances Airport- Page 2 - Fuel Sales - As of April 1st, 2012																			
Fuel Sales Recap - 2012																			
100LL		Jet Trk		Jet Cab		Month		Year											
Month	Liters	Total	Liters	Total	Liters	Total	Month	Total	Year	2011	2011	2010	2009	2008	2007	5 year	Variance	Variance	
										per	year	per	per	per	per	Average	per month	per	
January	0	0	10,252	10,252	0	0	10,252	10,252	7,308	7,308	10,971	15,989	29,926	16,283	16,095	16,095	2,944	2,944	
February	435	435	6,483	16,735	0	0	6,918	17,170	3,687	10,995	5,782	13,135	21,134	11,782	11,104	11,104	3,231	6,175	
March	544	979	8,785	25,520	0	0	9,329	26,499	10,390	21,385	15,539	9,612	27,435	19,969	19,969	16,589	-1,061	5,114	
April									5,294	26,679	24,825	10,676	22,466	28,609	18,374	18,374	-5,294	26,679	
May									19,790	46,469	25,375	24,033	30,287	47,256	29,349	29,349	-19,790	46,469	
June									25,723	72,192	27,768	22,395	33,995	40,736	30,523	30,523	-25,723	72,192	
July									19,124	91,316	30,455	24,925	33,390	44,875	33,995	33,995	-19,124	91,316	
August									21,467	112,783	33,139	28,250	40,177	41,630	32,933	32,933	-21,467	112,783	
September									22,511	135,294	23,363	18,937	28,822	30,341	24,795	24,795	-22,511	135,294	
October									13,677	148,971	15,033	16,631	28,020	18,933	18,933	18,933	-13,677	148,971	
November									6,785	155,756	17,747	10,754	16,951	16,842	13,816	13,816	-6,785	155,756	
December									2,446	158,202	7,641	7,596	13,083	14,733	9,100	9,100	-2,446	158,202	



Agenda Item # 9.3 ...

2012- tonnage at landfill site- up-dated April 1st, 2012

2012- tonnage at landfill site- up-dated April 1st, 2012											5 Year Average			2011		5 Year Average			2012	
MONTH	Residential Waste tonnes	Res %	ICI Waste tonnes	ICI %	Non Community Waste tonnes	Non Com %	Covering Material tonnes	2011		2007 to 2011		2012 Total	Total Fees	2007 to 2011		Total Fees	2012-2011 Tonnes	2012-2011 Fees		
								Total	Tonnes	Total Waste	Tonne			Total	Fees				Total	Fees
JAN	142.26	36.32	238.74	60.95	10.69	2.73	0.00	418.43	346.33	391.69	\$20,714.03	\$15,588.52	\$20,495.48	-26.74			-26.74	-\$218.55		
FEB	115.26	34.45	210.66	62.96	8.66	2.59	0.00	311.33	289.64	334.58	\$15,825.13	\$13,528.30	\$17,382.70	23.25			23.25	\$1,557.57		
MAR	187.40	39.28	250.52	52.51	39.14	8.20	28.20	400.14	427.20	477.06	\$21,246.91	\$20,622.52	\$24,372.00	76.92			76.92	\$3,125.09		
APRIL		#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!		513.17	614.25	0.00	\$27,639.06	\$29,898.82		-513.17			-513.17	-\$27,639.06		
MAY		#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!		765.97	725.95	0.00	\$40,902.27	\$35,046.32		-765.97			-765.97	-\$40,902.27		
JUNE		#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!		672.28	721.62	0.00	\$32,497.41	\$35,851.73		-672.28			-672.28	-\$32,497.41		
JULY		#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!		553.77	712.57	0.00	\$30,279.15	\$36,493.50		-553.77			-553.77	-\$30,279.15		
AUG		#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!		806.88	646.08	0.00	\$45,033.12	\$32,517.70		-806.88			-806.88	-\$45,033.12		
SEPT		#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!		613.97	619.27	0.00	\$33,605.87	\$30,007.48		-613.97			-613.97	-\$33,605.87		
OCT		#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!		612.80	623.34	0.00	\$33,130.66	\$31,195.82		-612.80			-612.80	-\$33,130.66		
NOV		#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!		692.64	567.74	0.00	\$33,980.90	\$27,502.39		-692.64			-692.64	-\$33,980.90		
DEC		#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!		421.30	383.14	0.00	\$19,811.03	\$20,929.91		-421.30			-421.30	-\$19,811.03		
Average per monthly	148.31	36.68	233.31	58.81	19.50	4.51	9.40	565.22	556.43	401.11	\$29,555.46	\$27,431.92	\$20,750.06					\$1,488.04		
Total	444.92		699.92		58.49		28.20	6782.68	6677.13	1203.33	\$354,665.54	\$329,183.01	\$62,250.18	73.43				\$4,464.11		
Town of Fort Frances																				
Tonnage	1144.84									2012	Forecasted	\$249,000.72								
Total Tonnage	1203.33									2012	Budgeted	\$365,362.03								
										2012	Difference	\$116,361.31								
Residential Tonnage	444.92	36.97%																		
ICI Tonnage	699.92	58.17%																		
Coverage material	28.20	2.34%																		

Printed: 2010Janlandfillsite\data2010

PREPARED BY: 2010 JAN 12 AM

f/n:p: 2010Janlandfillsitedata2010





"Mosley, Melissa (MNR)"
<melissa.mosley@ontario.ca>
>
03/26/2012 09:48 AM

To <dbrown@fort-frances.com>
cc "Wiume, Jeff (MNR)" <jeff.wiume@ontario.ca>, "Martin, Christopher (MNR)" <Christopher.Martin@ontario.ca>
bcc
Subject eagles are back

History: This message has been forwarded.



Hi Doug,

The eagles behind Webster/Lillie lane are back and appear to be nesting there once again this year.

As our approach for minimizing disturbance seemed to have been effective last year, I recommend that lot not be cut/maintained again this year (from the back lane south between Lillie and Webster), until MNR confirms that the juvenile(s) have left the area in late summer. If you have any questions, please give me a call. Thanks,

Melissa

Melissa Mosley
Management Biologist
Fort Frances District
Ministry of Natural Resources
807.274.8610
melissa.mosley@ontario.ca

Agenda Item # 9.5 ...

Doug Brown/Frances
03/29/2012 03:56 PM

To "Shouldice, Steve (JUS)" <Steve.Shouldice@ontario.ca>,
Mark McCaig/Frances@Frances, Rick
Hallam/Frances@Frances, Frank
cc
bcc
Subject Fw: 2012 Road Reconstruction Project - 3rd Street East
between Portage Avenue and Victoria Avenue -
Preconstruction Meeting Set for Thursday April 12, 2012 at
1:00 pm downstairs committee room at the town hall

Hi All, a pre-construction meeting has been set for Thursday April 12, 2012 at 1:00 pm in the downstairs committee at the Town hall to go over the 3rd Street reconstruction project with the general contractor, Wagner Construction Canada ULC and the Town's consultant Engineering Northwest Ltd. You or any member of your organization are welcome to attend this meeting. Please find attached a copy of the letter that will be distributed on Thursday April 5, 2012 to all homeowners near the construction project. If you have any questions, please feel free to contact me. Hope to see you at this meeting. Regards Doug



Brown 2012MARCHCONSTRUCTION.pdf



Administration & Finance Division
Civic Centre

Operations & Facilities Division
Fifth Street & Wright Avenue
Phone: 807-274-9893
Fax: 807-274-7360

Civic Centre
320 Portage Avenue
Phone: 807-274-5323
Fax: 807-274-8479
email: town@fort-frances.com



Planning & Development Division
Civic Centre

Community Services Division
740 Scott Street P9A 1H8
Phone: 807-274-4561

Mailing Address:
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

www.fort-frances.com

April 5, 2012

Dear Property Owner:

Re: 2012 – Reconstruction of Third Street East between Portage Avenue to Victoria Avenue

As you are probably aware, the Town will be completing some necessary work on the Town's infrastructure – roads, sidewalks, storm sewer system, water distribution system and sanitary sewer system along Third Street East from Portage Avenue to Victoria Avenue during the 2012 construction season. See attached map showing the 2012 construction site.

You are invited to an open house meeting to receive first-hand information on this project and how your property is affected. The open house meeting is scheduled for **Thursday, April 12, 2011 at 7:00 p.m.** at the Town Hall in the Council Chambers.

The contractor, Wagner Construction Canada ULC is scheduled to commence work on Wednesday, April 18, 2012 with completion around the third week in June.

Representatives from the Town's engineering firm, Engineering Northwest Ltd. and Contractor, Wagner Construction Canada ULC will be at the meeting to answer any questions.

Hope to see you at the meeting.

Yours truly,

Doug Brown, P. Eng.
Manager Operations & Facilities Division
Town of Fort Frances

Agenda Item # 9.5 ...



Administration & Finance Division
Civic Centre

Operations & Facilities Division
Fifth Street & Wright Avenue
Phone: 807-274-9893
Fax: 807-274-7360

Civic Centre
320 Portage Avenue
Phone: 807-274-5323
Fax: 807-274-8479
email: town@fort-frances.com



Planning & Development Division
Civic Centre

Community Services Division
740 Scott Street P9A 1H8
Phone: 807-274-4561

Mailing Address:
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

www.fort-frances.com

TO: MAYOR AND COUNCIL

From: By-Law Enforcement Department

RE: Activities for the months of January, February, March 2012.

JANUARY 2012

The following were activities by By-Law Department were involved in:

Impound Cats:	1	
Impound Dogs:	1	Total Visits to Animal Shelter 14

- business license applications
- charges filed for a building code violations
- parking tickets
- garbage reports from Asselin's
- taxi ID badges (new pictures taken and new ID cards issued)
- Court appearance for Dog Owner's Liability Act (set to March)
- Attended hoarding training in Thunder Bay (Patrick)
- Property Standards- assist owner of an apartment building for a hoarding issue

FEBRUARY 2012

Impounded Cats	1	
Impounded Dogs	3	Total Visits to Animal Shelter 14

- Snow complaints
- Dog Bite (court date under Dog Owners' Liability Act)
- Parking tickets
- Garbage reports from Asselin's
- Business Licences renewals
- Removal of a (for sale sign) from Town property
- Building permit issued (remodel front porch)
- snow complaint – plowing snow across road to the neighbour side
- dog running at large (warning letter sent)
- property standards – Ice stops put on garage to comply with Building Code(owner removed them) New order to comply issued.
- repaired parking meters

MARCH 2012

Impounded Cats 0
 Impounded Dogs 8

Total Visits to Animal Shelter 34

- Service of summons for Dog Owner's Liability Act Court order violation
- Parking tickets
- Garbage reports from Asselin's
- Dispatched sick fox from trailer court assisted by OPP
- Dogs running at large complaint (warning letter sent)
- Property standards – clean up property (letter sent)
- Property standards – letter sent to repair garage
- Pick up stolen bikes for OPP
- Business Licence applications
- Court appearance for Dog Owner's Liability Act
- Property standards – discarded fridge on property (letter sent for removal)
- Signs put on light posts on water front (removed)





Faye Flatt/Frances

04/04/2012 02:24 PM

To Glenn Treftlin/Frances@Frances

cc Rick Hallam/Frances@Frances

bcc

Subject 815 McIrvine Road - Zoning Amendment 8/98-VV

Good Afternoon Glenn,

I received a telephone call from Bruce Whalen, the applicant who filed the above zoning amendment application. Mr Whalen advises that he will not be proceed with the application and will be bringing a letter in on Monday asking that it be withdrawn. He is working and unable to get the notification in before then. Mr. Whalen appeared to understand that the public meeting would be cancelled and that if he changed his mind again and wanted to go ahead with the amendment, the meeting would have to be rescheduled and that he would be responsible for covering the cost of another notice .

Based on the foregoing, please advise Council that the application has been withdrawn and cancel the Public Meeting scheduled for Monday April 9th at 6:45.

thank you

Faye

N. Faye Flatt, AMCT, ACST, CPT
Municipal Planner
Town of Fort Frances,
www.fort-frances.com/planning
(ph) 807-274-5323 ex. 275
(fax) 807-274-8479