

TOWN OF FORT FRANCES

Operations and Facilities Executive Committee

AGENDA - September 9, 2020, 8:30 AM

MEETING - Civic Centre

Session #013

Join Microsoft Teams Meeting

+1 807 701 5975 Canada, Thunder Bay (Toll)

Conference ID: 755 849 744#

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1. <u>Call to Order</u>	
2. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
3. <u>Approval of Previous Committee Minutes</u>	
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8. Adjourn / Next Meeting Date

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #012

August 5, 2020

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Skype (virtual meeting resources) on August 5th, 2020 from 8:30 a.m. to 9:11 a.m.

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

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, D. Brown, CAO

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the meeting on July 8, 2020 - the minutes were approved as amended.

4 Non-agenda Items

4.1 None

5 New Business

5.1 Award of Tender 20-OF-09 - 2020 Zoom Camera Inspection of Storm Sewers - This project was not awarded in 2020.

5.2 Award of Tender 20-OF-11 - 2020 Kings Highway Reconstruction - the administration report was approved as presented.

5.3 April 2020 Drinking Water Systems Monthly Summary Report - the water summary report for April was approved as amended.

5.4 May 2020 Drinking Water Systems Monthly Summary Report - the May water summary report was approved as amended.

- 5.5 June 2020 Drinking Water Systems Monthly Summary Report - the June water summary report was approved as amended.

6 Information

- 6.1 Fort Frances Wastewater Treatment Facility June 2020 Monthly Report - the wastewater report was reviewed and will be forwarded to Council as information only. No action required.
- 6.2 Operations and Facilities Division - Environmental Area - Operations Statistics - April - May - June, 2020

7 Adjourn / Next Meeting Date

- 7.1 The meeting was adjourned at 9:11 a.m.

Next Meeting September 9, 2020.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

September 9, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Letter dated July 10 from Ann McEwan re: Lighting on 5th Street East

Council referred a letter from Ann McEwan regarding the lighting on 5th Street East to the Traffic Safety Committee as well as the Operations and Facilities Executive Committee.

Attached is a report from Milt Strachan, Secretary of the Traffic Safety Committee outlining their findings.

I have also reviewed the roadway and this particular property in both the daytime and night to assess the lighting and agree with the recommendation of the Traffic Safety Committee that the lighting from the Water Treatment Plant lights this property very well and the lighting along the roadway is consistent with residential roadways around town.

As for the request to install a wireless camera on the 5th Street Lift Station, given the proximity to Ms. McEwan's property, provided it can be mounted without causing damage to the structure and with the understanding that the Town will not be held accountable should the camera be stolen or damaged; I see no issue with the request to mount a camera on that building. The property owner will be required to provide any required signage to the Town for installation to comply with applicable law.

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

1. Not add additional lighting in the area of 5th Street East and Colonization Road East, including around the docks
2. Allow the property owner to install a camera on the 5th Street Liftstation providing that no damage is caused to the building in the mounting, that the Town accepts no responsibility for that camera, and that the property owner supply the Town with any required signage to post to comply with applicable law.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to:

- 1. Not add additional lighting in the area of 5th Street East and Colonization Road East, including around the docks**
- 2. Allow the property owner to install a camera on the 5th Street Liftstation providing that no damage is caused to the building in the mounting, that the Town accepts no responsibility for that camera, and that the property owner supply the Town with any required signage to post to comply with applicable law.**

Manager of Operations and Facilities

2020Sept9 Request for additional lighting 5th street east.docx

From: [Ann McEwen](#)
To: [Lisa Slomke](#)
Subject: [External] Fifth Street East - Public Safety Enhancements
Date: Friday, July 10, 2020 11:48:34 AM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Good morning,

I am writing to request an audience at the next committee meeting most suitable to discussing my concerns and requests.

In January 2020, I took ownership of 1324 Fifth Street East. Since that time, I've had the opportunity to observe the pedestrian and traffic flow in this area.

Last week, I had a criminal attend my property at midnight. He was hiding in the shadows of the water treatment pump house and approached me when I came outside to let my dog outside and ensure my property was secure. The culprit had been at Lady Francis apartments moments before coming into my property. Obviously, very concerning for myself as well as my family. The OPP responded and the person was subsequently charged.

Since this incident, I have taken significant action to enhance personal safety. I conducted a CPTED (Crime Prevention Through Environmental Design) assessment of my property and the surrounding block.

Most noticeable was the lack of lighting at night on this entire block. I am writing request the Town of Fort Frances consider adding additional lighting to the area to support public safety.

The addition of lighting would not only support my efforts to ensure safety of my family and property, but it would stand to enhance the safety of the other residents and users of the area and roadway.

It is noted that this segment of roadway is used as an access point to Colonization Road East as well as the biking and walking paths along the waterfront. It is a very busy block.

There is heavy foot traffic in the area that includes young families, older adults and individual young children.

I am requesting the following:

- additional and consistent street lighting
- a light on top or at the sides of the yellow pump house as the area around building is dark and where the culprit was able to hid and remain undetected
- permit me to affix a battery operated Ring video camera on the pump house to allow me to be able to view the south side of my property
- consider installing lighting at the end of Fifth Street East in order to light the area of the T docks

I invite a member of the committee to come see at my property to clarify issues and concerns. I would be happy to provide a presentation with photo references if felt that would support a decision making processes.

Thank you in advance for your time and consideration.

Ann McEwen
807-271-5687 cell

Sent from my iPhone

August 4, 2020

Report To: Travis Rob, Manager of Operations and Facilities

From: Milt Strachan, Transportation Superintendent

Re: Letter of request from Ann McEwen – Public Safety Enhancements at the 1300 Block of Fifth Street East

I had an initial meeting over the phone with the member from the public on the Traffic Safety Committee, Dr. Robert Green, to discuss the request. We decided that we would each go on our own and have a look at the area in question in both the daylight hours and in the dark hours when you can see the affects of the surrounding lighting.

We then had a follow up Phone call to discuss our observations.

- 1) The street lighting is on every second pole which is consistent with the majority of residential areas in Fort Frances.
- 2) There is a light on the front of the pump house building and because of the well lit area around the Water Treatment Plant you can see all sides of the pump house except the west side which faces Ann's property.
- 3) There is already a street light at the end of Fifth Street at Colonization and the Water Front is one of the most well lit areas in the Town.
- 4) There are several devices and new technologies available for home owners to safe proof their properties as much as they see fit.
- 5) The bright lighting surrounding the Water Treatment Plant light up the front and east side of her property.
- 6) The foot traffic and bike traffic in the area is busy during the daylight hours and not all that busy after dark.
- 7) There have been no other complaints of the lack of lighting in this area.

We both respectfully agree that the incident at Ann's property is very unfortunate and can certainly understand being scared as a result of it. This can happen in any area of Fort Frances most of which has far less lighting than this area does. There are lanes running behind most residences that have no lighting at all and people put things like fences, security cameras, motion detecting lights or just permanent lighting on their properties for security and convenience. This is the responsibility/choice of the owner. We both feel that this is an isolated incident and that more lighting is not making the area any safer and it would be hard to say no to anybody else making the same request in almost any other area of the Town.

Respectfully Submitted,

Milt Strachan,
Transportation Superintendent



September 9, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Extension Agreement with Emterra for Recycling Transportation and Processing

With the changes relating to the Blue Box program transitioning to full producer responsibility still very unknown the Town finds itself in a tough position. We currently have an agreement with Emterra for recycle pickup and processing at their facility in Winnipeg Manitoba. The Town's agreement, which was last negotiated by Waste Diversion Ontario (WDO), with Emterra is up for renewal in September, however a draft plan for the transition was supposed to be out and available summer 2020 which could have helped guide our steps moving forward. This has not happened, and so we are working with Emterra and their communities in the district to collaboratively move forward.

We will have to tender a carrier to get us through transition and in accordance with past Council reports that will not happen until October 31, 2024 if our preferred date brought forward to AMO holds any weight at the time of transition. With WDO having undertaken the last negotiation of recycle contracts, the Town has to gather all of the required data to put forward a proper tender for service, which is proving more time consuming than anticipated.

As a result, we have been talking with Emterra about extending their agreement from September 14 to December 31 to allow for a proper competitive tendering process to take place. Attached is a report from Craig Miller, P.Eng. Environmental Superintendent outlining the specifics on the extension.

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

1. The town enter into an extension agreement with Emterra for Recycle transportation and processing up to December 31, 2020, and
2. That Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Respectfully Submitted



Travis Rob, P.Eng

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

1. **The town enter into an extension agreement with Emterra for Recycle transportation and processing up to December 31, 2020, and**
2. **That Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.**

Manager of Operations and Facilities

September 3, 2020

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

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

SUBJECT: Extension of Recycling Agreement with Emterra To December 31, 2020

The existing agreement between the Town of Fort Frances and Emterra Recycling is set to expire on September 13, 2020.

We are in the process of re-tendering this contract. However, a new agreement will not be in place by September 14, 2020. Accordingly, we have asked Emterra for a quotation to extend our agreement with them to December 31, 2020.

Attached is their quotation for this extension. The costs are:

Hauling: \$1725.90 per haul

Processing: \$130.00 per metric tonne (MT) w/ the terms per the current agreement.

Comparing to the existing rates:

Hauling: \$1675.63 per haul

Processing: \$71.09 per MT

This represents a per unit increase of \$50.27 per haul and \$58.91 per MT. Based on October 2019, November 2019 and December 2019 recycling totals of 11 hauls and 121.35 MT, this results in an estimated increase in costs of \$552.97 for hauling and \$7,148.73 for processing for an overall total increase of \$7,701.70.

It is my recommendation that we extend the agreement with Emterra to December 31, 2020 to allow the tendering of recycling processing services for the Town of Fort Frances.

Respectfully submitted,



Craig Miller, P.Eng.
Environmental Superintendent

Craig Miller

From: Chris Yanisiw <chris.yanisiw@emterra.ca>
Sent: Thursday, September 3, 2020 9:55 AM
To: Craig Miller
Subject: RE: [External] RE: Extension

Good Morning Craig,

Sorry for the delay on this:

To extend agreements until December 31, 2020 the rates will be as follows:

Hauling: \$1725.90 per haul
Processing: \$130.00 per MT with all the same terms in the current agreement.

As you may be aware since our initial agreement the recycling market has drastically changed. Materials that once held a respectable value no longer hold a value. As a result, our processing costs have more than doubled since this time period. As a sign of good faith and wanting to continue doing business I have quoted the lowest possible processing fee at this juncture.

Please let me know if you require this in a more official document, or have any questions.

Chris

Chris Yanisiw | Senior Regional Operations Supervisor Prairies Division
"Make it a Safe Day"

12214 Rotary Avenue, Regina SK. S4M 0A1

1029 Henry Avenue, Winnipeg, Manitoba R3E 1V6

Cell: 204-999-4127

Regina Office: 306-775-9999 | **Regina Fax:** 306-775-9998

Winnipeg Office: 204-772-0770 | **Winnipeg Fax:** 204-772-0773

www.emterra.ca | www.emterrausa.com | [@EmterraGroup](#)

From: Craig Miller <cmiller@fortfrances.ca>
Sent: September 3, 2020 8:44 AM
To: Chris Yanisiw <chris.yanisiw@emterra.ca>
Subject: Re: [External] RE: Extension

I need something ASAP. I have to have to council agenda by tomorrow.

Craig Miller, P.Eng.
Environmental Superintendent
Town of Fort Frances

On Aug 25, 2020, at 2:58 PM, Chris Yanisiw <chris.yanisiw@emterra.ca> wrote:

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Hi Craig,

I should be able to get you something before the end of the week.

Thanks

Chris

Chris Yanisiw | Senior Regional Operations Supervisor Prairies Division

"Make it a Safe Day"

12214 Rotary Avenue, Regina SK. S4M 0A1

1029 Henry Avenue, Winnipeg, Manitoba R3E 1V6

Cell: 204-999-4127

Regina Office: 306-775-9999 | **Regina Fax:** 306-775-9998

Winnipeg Office: 204-772-0770 | **Winnipeg Fax:** 204-772-0773

www.emterra.ca | www.emterrausa.com | [@EmterraGroup](https://twitter.com/EmterraGroup)

From: Craig Miller <cmiller@fortfrances.ca>

Sent: August 25, 2020 2:54 PM

To: Chris Yanisiw <chris.yanisiw@emterra.ca>

Subject: Extension

Chris –

Can you give me the a quote for an extension to the end of 2020? I still need to tender your services for the next 4 or 5 years per this morning, but I need to buy some time to get there.

I can get it to council if you give me a quote fairly soon ... (this week).

Craig Miller, P.Eng.
Environmental Superintendent
Town of Fort Frances
cmiller@fortfrance.ca
Tel: 807-274-9893 ext. 1313
Cell: 807-271-1661
Fax: 807-274-7360

September 9, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2019/2020 Connecting Link Program Funding Agreement – Kings Highway Reconstruction

On June 30, 2020 the Town was notified that it was successful in obtaining Connecting Link funding for the reconstruction of Kings Highway from Pit Road #1 to Pit Road #2. As with any funding, a funding agreement must be entered between the Town and the program administrator.

Attached is a funding agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation and the Town of Fort Frances for the reconstruction of Kings Highway. The total funding allocation for this work is \$1,936,849.00 with the Town engaging Hatch Corporation, our Engineering Firm to complete these works.

It is the recommendation of the Operations and Facilities Executive Committee to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for Connecting Link funding for the reconstruction of Kings Highway from Pit Road #1 to Pit Road #2; and further that a By-Law be prepared authorizing the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for Connecting Link funding for the reconstruction of Kings Highway from Pit Road #1 to Pit Road #2; and further that a By-Law be prepared authorizing the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Manager of Operations and Facilities

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT
Funding Made Available Through :
Support For People and Jobs as part of *Ontario's Action Plan: Responding to COVID-19*

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Transportation

(“Ontario”)

– and –

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “Recipient”)

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the “Act”) states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King’s Highway or as an extension of the King’s Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule “A” to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

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

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen, to interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“Connecting Link” means the highway named in Schedule “A” to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King’s Highway by the Minister pursuant to subsection 21(1) of the Act.

“Connecting Links Program” means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

“Connecting Links Program Guide” means the Ministry’s document, entitled “Ministry of Transportation Connecting Links Program Guide,” as amended from time to time by the Ministry, that describes the Ministry’s Connecting Link Program.

“Contractor” means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

“Consultant” means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“Eligible Costs” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

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

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Aboriginal Consultation Requirements
- "F" Communications Protocol
- "G" Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 *Provision Of Funds.*** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 *Ontario’s Role Under Agreement Strictly Limited To Providing Funds.*** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Funds Limited To Specific Project.*** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 *Responsibility For Project.*** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 *Project Completion.*** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 *Project Financing.*** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 *Asset Retention.*** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided

under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2020 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the

Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;

- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7

CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8

INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured 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;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and

injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10

ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes

unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 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 this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it

may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.

Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.

15.7 Date of Termination. In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

16.1 Terms Binding. The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.

16.2 Representatives May Bind Parties. The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.

16.3 Further Assurances. The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

16.4 Agreement Binding. This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.

16.5 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 set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.

16.6 Tolerance Of Indulgence Of Breach Not A Waiver. Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

16.7 Time Is Of The Essence. In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule “B” of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to

the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation

Name: Caroline Mulroney
Title: Minister of Transportation

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

Application Project Name: Reconstruction of Kings Highway 11/71

Approved Project Name: Reconstruction of Kings Highway

Project Description: Reconstruction of Kings Highway from Pit Road Number 1 to Pit Road Number 2 (Approximately 381 meters)

Project Description Details (from Application):

Reconstruction of a portion of the west entrance to the Town, being Kings Highway from Pit Road Number 1 to Pit Road Number 2. A total of 381 meters of roadway length will be reconstructed.

The project will include the reconstruction of Kings Highway from Pit Road #1 to Pit Road #2. This will include the twinning of this section of roadway to improve traffic flows and alleviate congestion. Also included is the installation of storm sewer mains, catchbasins and laterals to address substandard drainage throughout this area. The key to this project is the replacement and strengthening of the roadway base and sub-base granular materials to address historic wheel track rutting issues. The project was fully designed through 2019 funding through the Connecting Links Program and is 'shovel ready'. As such it is anticipated that the project will be tendered in spring 2020 with the roadway works taking place through the summer of 2020 with base course asphalt being placed in late summer 2020. The surface course asphalt will be installed in the summer of 2021 to limit potential settlement and to achieve a better driving surface.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2022. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2023.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 289-241-8354 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: The Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, Ontario P9A 3P9</p> <p>Attention: Travis M Rob, Manager of Operations and Facilities Telephone: 807-274-9893 Fax: N/A Email: trob@fortfrances.ca</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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**SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT**

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million, Nine Hundred and Thirty-Six Thousand, Eight Hundred and Forty-Nine Dollars (\$1,936,849) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$2,152,054 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety Percent (90%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2020 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2023.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

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MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2020.
Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 *Eligible Costs.* Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 *Ineligible Costs.* The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2020 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys,

- and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
 - (d) The value of any goods and services which are received through donations or in kind;
 - (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
 - (f) Meal, hospitality or incidental costs or expenses of Consultants;
 - (g) Costs associated with completing applications for the Connecting Links Program; and
 - (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE “E”

ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“Section 35 Duty” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

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SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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SCHEDULE “G” REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2020.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2020-21, a progress report is due on or before July 15, 2020. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued**Other Progress to date**

Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available

Variance from original approved Project (if any)

If so, explain why and by when?

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____

Date: _____

SCHEDULE “G” Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____

Of _____

in the _____

of _____ this _____

day of _____ A.D. 20__

(Deponent)_____
A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:

Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

Empty space for project variance description
--

SCHEDULE “G” continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached, please provide information in format below and attach to this report.

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE “G” continued**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project?** *(Select any that apply)*

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

	20
--	----

SCHEDULE “G” continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

September 9, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Sewer Rooting – Requests for Reimbursement

In March of 2020 as a result of the COVID-19 Pandemic the Town of Fort Frances, in an attempt to protect the health and safety of its staff and limit risk of exposure stopped all in house sewer and water works including sewer rooting activities. As a result, we have been directing any calls received at the Town of Fort Frances to local contractors to complete the works. In June 2020 two requests for reimbursement were received by Council allowed for the reimbursement of private sewer rooting services for the difference between the costs for the Town to complete the works (\$117.40) and the actual invoice

Attached you will find a report from Mr. Craig Miller, P.Eng, Environmental Superintendent outlining two additional requests for reimbursement for recent sewer rodding works completed by a local contractor. It continues to be Administration's recommendation to the Operations and Facilities Executive Committee that these costs should not be reimbursed.

The Operations and Facilities Executive Committee recommends the following:

1. That the two private invoices be reimbursed the difference between the costs for the Town to complete the works (\$117.40) and the actual invoice.
2. That each case continues to be considered individually going forward.
3. And that only works completed during the service reduction period related specifically to COVID-19.

Respectfully Submitted



Travis Rob, P.Eng

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

- 1. That the two private invoices be reimbursed the difference between the costs for the Town to complete the works (\$117.40) and the actual invoice.**
- 2. That each case continues to be considered individually going forward.**
- 3. And that only works completed during the service reduction period related specifically to COVID-19.**

Manager of Operations and Facilities

September 1, 2020

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

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

SUBJECT: Sewer Rooting – Request for Reimbursement

On July 29th and August 27th, the Town received requests from Ms. Mary Angus (410 Mosher Avenue) and Ms. Lee-Anne Hines (713 Webster Avenue) for reimbursement of sewer rooting that they had done by Do-Rite Plumbing. The invoice for 410 Mosher Avenue is \$175 + \$22.75 HST for a total bill of \$197.75. The invoice for 713 Webster Avenue is \$200 + \$26.00 HST for a total bill of \$226.00.

On both invoices, Do-Rite Plumbing (o/o by John Markus) indicated that the blockage was on the town side of the property line and that roots and toilet paper were the cause of the blockage.

In both instances, the property owners had initially requested rooting services from the Town. Due to Covid-19 work restrictions, Town employees are not entering private buildings for work, including sewer rooting. Because of the Covid-19 work restrictions, we have been referring work out to local plumbers.

Town Bylaw 06/16 speaks to sewer blockages caused by tree roots, as follows:

2.6 Blockage - tree roots - liability

Where a sewer service blockage is caused by tree roots and the tree is located on Town property, the Town may assume liability for costs involved in clearing such blockage. Where the tree is located on private property and causes the blockage of a sewer service then the Owner of the property shall be liable for all of the cost involved in clearing the blockage. The Engineer shall be the sole judge of the location of the problem and as to whether or not the Owner is to be charged with any of the cost.

2.19 Maintenance responsibility - service lateral - building sewer - charges When authorized by the property Owner the Town will perform maintenance work with respect to cleaning of the service lateral and/or building sewer only. The Owner or Authorized representative of the Owner shall give the Town written authorization to perform such work by executing the appropriate Work Requisition form. The charge for maintenance services shall be determined as follows:

- a) A minimum service charge as outlined in the current Town's User Fee By-law will be charged to the Owner for maintenance services.

- b) Where it is determined by the Town that the location of the obstruction is on the Owner's property all charges incurred, less the minimum service charge shall be paid by the Owner.
- c) Where it is determined by the Town that the location of the obstruction is on the Town's property. This only applies to normal service laterals, property line to main (normally approximately ten (10) metres or thirty-three (33) feet) and not those made under special agreement with the Town. The Town may assume all costs for maintenance services to clear the blockage, except for the minimum service charge.
- d) Where it is discovered that the service obstruction is the direct result of a person(s) discharging or depositing items, i.e. female hygiene products, paper towels, etc. other than those deemed normal every day usage, regardless of the location of the obstruction (Owner's or Town's property), the Owner shall be responsible for the costs of the work done to clear the obstruction.

When the Town's employees perform sewer rooting services, the following charges may be incurred (all based on work being done during normal working hours):

Minimum Charges (regardless of where the blockage is): \$26.50

Minimum Charge if blockage is on owner's property or owner is at fault: \$117.40 per hour. (A typical sewer rooting is a one-hour charge).

The town does not charge HST on sewer rooting work.

It is acknowledged that had the town performed the sewer rooting, based on the information on the invoices from Do-Rite Plumbing, the property owners would have been invoiced for the minimum amount of \$26.50. Instead, the property owners were invoiced \$197.75 and \$226.00.

Town adapted to the Covid-19 pandemic in March and imposed work restrictions to ensure the safety of Town employees. Not entering private buildings for sewer work was one of the restrictions implemented. Unfortunately, this restriction has meant that the Town has not been able to offer sewer rooting services unless the property has an outdoor cleanout.

Because the work was completed by private contractors, we cannot validate the location of the blockage, if any foreign materials were found or if roots were also encountered on the property owner's side of the property line.

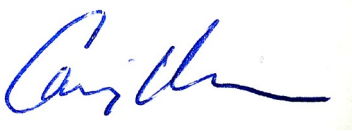
Both properties have a history of plugged sewers. The 410 Mosher Avenue property file has a record of 6 plugged sewers dating back to 1983. Five of the 6 plugged sewers were deemed to be on the town's side of the property line with 1 on the private side of

the property line. The 713 Webster Avenue property file has a record of 13 plugged sewers dating back to 1984. Six of the 13 plugged sewers were deemed to be on town's side of the property line with 7 on the private side of the property line.

Google Street View pictures are attached of both properties.

It is my recommendation that the Town does not reimburse either of the property owner's for their expenses incurred as a result of having their sewer service lines privately rooted by Do-Rite Plumbing.

Respectfully submitted,



Craig Miller, P.Eng.
Environmental Superintendent

Attached:

- Email correspondence between Town and Ms. Angus
- Invoice from Do-Rite Plumbing to Ms. Angus
- Imaging of 410 Mosher Avenue
- Property File information of 410 Mosher Avenue
- Invoice from Do-Rite Plumbing to Ms. Hines
- Imaging of 713 Webster Avenue
- Property File information of 713 Webster Avenue
- Copy of Town of Fort Frances Sewer Maintenance Rates

Craig Miller

Subject: FW: [External] Sewer clean out bikl

From: mary angus <mlgrennier@hotmail.com>

Sent: Wednesday, July 29, 2020 12:42 PM

To: Craig Miller <cmiller@fortfrances.ca>

Subject: [External] Sewer clean out bikl

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Hello,

My name is Mary Angus and in July 13,2020 I called the town of Fort Frances public works and told them my sewer line was becoming plugged because I had recently done several loads of laundry and the water was backing up through the basement drain. The lady explained to me that during the Covid pandemic they weren't sending any employees out into anybody's home. My question was what do I do now then because it needs to be unplugged. This same lady at public works gave me the number for Do-Rite plumbing so they came and unplugged the drain. Now my question is who pays this bill? The plumber stated the block was on town property, and if the town would have come to my home and unplugged the blockage I wouldn't have any bill.

If you have any further questions please call me at 274-8718

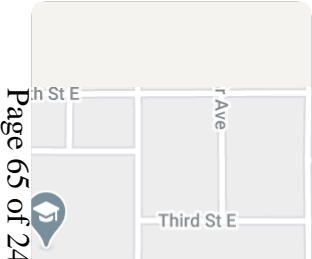


Image capture: Jun 2012 © 2020 Google

Fort Frances, Ontario



Street View



MAINTENANCE RECORD

ADDRESS: 410 MOSHER AVE

DATE	REMARKS
JAN 23/83	CLEANED PLUGGED SEWER - PLUGGED 60' FROM CO
DEC 23/83	" " " - PLUGGED ON TOWN PROPERTY
FEB 24/92	" " " - PLUGGED AT 40' - ROOTS - BILLED.
SEPT 8/98	" " " - " AT 50' - N/C
FEB 10/99	" " " - " AT 50' - N/C
DEC. 29, 2008	CLEANED PLUGGED SEWER W ROTO ROOTER - BLOCKED @ 50' FROM DB - N/C

TOWN OF FORT FRANCES

PRIVATE WORK REPORT FORM

DATE 29 DEC 08 TIME 12:30 - 1:30

Location of Blockage APPROX 50' FROM 90 IN BSMT

Distance from Clean Out in House APPROX 50'

Distance from Clean Out at Property Line _____

Explain in detail RAN ROTO-ROOTER FROM 90 IN BASEMENT.
BLOCKAGE APPROX 50' FROM 90. CLEARED

Plugged on Town Property ☒ Plugged on Owners Property _____

If callout - Received by: _____

- Work done by: PLEMESURIER, E. GRUNDL

To be filled out by Superintendent:

Bill to be issued: Yes _____ No ☒

Remarks of Superintendent JA

TOWN OF FORT FRANCES
PRIVATE WORK REPORT FORM

DATE FEB 18/99 TIME 10:00 AM.

Name of Property Owner EUGENE GRENNIER

Address 410 MOSHER AVE

Name of person requesting work (please print) E. GRENNIER

Location of Blockage _____

Distance from Clean out in House _____

Distance from Clean out at Property Line _____

Explain in detail RODENT FROM CHIMNEY
IN HOUSE - ROOTS STOP

Plugged on Town Property ☒ Plugged on Owners Property _____

If callout - Received by: _____

- Work done by: _____

Bill to be issued: Yes _____ No ☒

Work done by: M. SPARKMAN
Lead hand or working foreman

Report approved by: _____
Working foreman

Paul O.
Superintendent

Remarks of Foreman or Superintendent _____

LD TO	LEE ANN HINES	SHIP TO	John Markus
ADDRESS	713 WEBSTER AVE	ADDRESS	PO BOX 365
	FORT FRANCES CNT		FORT FRANCES
			P9A 3179

EX REG. NO.	899731418	SALESPERSON		FOB		TERMS	14 DAYS	VIA	
-------------	-----------	-------------	--	-----	--	-------	---------	-----	--

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	CLEAN OUT MAIN SEWER LINE BLOCKAGE 60'-70' OUT - TREE ROOTS + TOILET PAPER		200.00
	Pd JM		
		HST	26.00
	TOTAL		226.00

INVOICE



Image capture: Jun 2012 © 2020 Google

Fort Frances, Ontario



Street View

MAINTENANCE RECORD

ADDRESS:

713 WEBSTER AVENUE

DATE	REMARKS
JUNE 25/84	Unplug sewer - blockage at 33' with roots
MAY 26/97	CLEAN PLUGGED SEWER - ROOTS 45'-50' - N/C
MAY 15/00	" " " - " 45' - N/C
AUG 9/00	Called for plugged sewer - sewer OK. - RAN WATER IN BASEMENT
JUNE 2/06	cleaned plugged sewer - blockage @ main (tree roots) - N/C
AUG 9/12	CLEANED PLUGGED SEWER - ROOTS 20-40' FROM C/O UNDER DOOR
APR 22/13	CLEANED PLUGGED SEWER FROM C/O IN BASEMENT → ROOTS 70-100 FT
JULY 25/14	CLEANED PLUGGED SEWER - ROOTS/WIPES
JULY 25/14	TRACED SEWER SERVICE
MAY 4/15	CLEANED PLUGGED SEWER - ROOTS @ 35' FROM C/O

TOWN OF FORT FRANCES

PRIVATE WORK REPORT FORM

DATE 14 NOV 2019 TIME 14:30-15:30

Location of Blockage _____

Distance from Clean Out in House _____

Distance from Clean Out at Property Line _____

Explain in detail RAN ROTO-ROOTER FROM 90 IN BASEMENT.
BLOCKAGE WENT AT APPROX. 35'. RAN TO MAIN.
ROOTS BACK ON CABLE, AND KNIFE.

Plugged on Town Property _____ Plugged on Owners Property ☒

If callout - Received by: _____

- Work done by: P. HET MESURIER, E. GUSTAFSON

To be filled out by Superintendent:

Bill to be issued: Yes ☒ No _____

Remarks of Superintendent \$115.45/hr.

Car

TOWN OF FORT FRANCES
PRIVATE WORK REPORT FORM

DATE 12 Apr 10/19 TIME 12:10 - 1:10

Location of Blockage 46'

Distance from Clean Out in House 46'

Distance from Clean Out at Property Line _____

Explain in detail Ran out 46', blockage let go, roots back on knife, Ran back out to main, line clear

Plugged on Town Property ☒ Plugged on Owners Property _____

If callout - Received by: _____

- Work done by: B. Patterson / J. Nicolay

To be filled out by Superintendent:

Bill to be issued: Yes ☒ No _____

Remarks of Superintendent Bill \$26.00

dim charge
[Signature]

TOWN OF FORT FRANCES
PRIVATE WORK REPORT FORM

DATE May 22/18 TIME 10:00am - 11:30am

Location of Blockage 44' - 48'

Distance from Clean Out in House 44'

Distance from Clean Out at Property Line _____

Explain in detail 1' - blockage worked from 44-48',
went out to main, line clear, roots back on knife

Plugged on Town Property _____ Plugged on Owners Property ✓

If callout - Received by: _____

- Work done by: Bryann, Connor

To be filled out by Superintendent:

Bill to be issued: Yes ✓ No _____

Remarks of Superintendent BILL OWNER - 1.5 HRS

D.H.

TOWN OF FORT FRANCES
PRIVATE WORK REPORT FORM

DATE Oct 2 2017 TIME 10:00 - 11:00

Location of Blockage _____

Distance from Clean Out in House 42'

Distance from Clean Out at Property Line _____

Explain in detail Hit Blockage at 42'. Roots back on knife.

Plugged on Town Property _____ Plugged on Owners Property X

If callout - Received by: _____

- Work done by: Jay & Travis

To be filled out by Superintendent:

Bill to be issued: Yes ✓ No _____

Remarks of Superintendent BILL OWNER - 1 HR

JK

**TOWN OF FORT FRANCES
PRIVATE WORK REPORT FORM**

DATE May 24 - 2016 TIME 2:45 - 3:45 pm -

Location of Blockage 65 ft

Distance from Clean Out in House 65 ft.

Distance from Clean Out at Property Line _____

Explain in detail H.T. blockage @ approx 65 ft.

Knives back with a bit of roots on knives.

Plugged on Town Property ☒ Plugged on Owners Property _____

If callout - Received by: _____

- Work done by: _____

To be filled out by Superintendent:

Bill to be issued: Yes ☒ No _____

Remarks of Superintendent Bill Owner - Min. Charge

(# 25⁰⁰)

J.H.

TOWN OF FORT FRANCES
PRIVATE WORK REPORT FORM

DATE 05 04 2015 TIME 3:00 - 4³⁰ p.m.

Location of Blockage 35'

Distance from Clean Out in House 35'

Distance from Clean Out at Property Line _____

Explain in detail Roots 35 out from C/O

Plugged on Town Property _____ Plugged on Owners Property X

If callout - Received by: _____

- Work done by: Jack & Trap

To be filled out by Superintendent:

Bill to be issued: Yes ✓ No _____

Remarks of Superintendent BILL OWNER

1 HR. REG. & 0.5 HR O.T.

L.H.

TOWN OF FORT FRANCES
PRIVATE WORK REPORT FORM

DATE JULY 25 / 2014 TIME 1400 TO 1515

Location of Blockage CHEWED ROOTS RIGHT FROM STANT

Distance from Clean Out in House _____

Distance from Clean Out at Property Line _____

Explain in detail RAW ROTO ROOTER THROUGH. BROUGHT

BACK ROOTS & WIPE. RAW THROUGH AGAIN

BROUGHT BACK ROOTS AS THICK AS A PENCIL RAW
2 FULL BATH TUBS OF WATER DOWN DRAIN

Plugged on Town Property _____ Plugged on Owners Property _____

If callout - Received by: _____

- Work done by: _____

To be filled out by Superintendent:

Bill to be issued: Yes ✓ No _____

Remarks of Superintendent BILL OWNER - 1 1/4 HRS.

J.H.

TOWN OF FORT FRANCES

PRIVATE WORK REPORT FORM

DATE April 22/13 TIME 10:00am - 11:00am

Location of Blockage 70 to 100 FT Tree Roots

Distance from Clean Out in House Same

Distance from Clean Out at Property Line

Explain in detail Run Roto-Rooter through C/O in
basement. Hit blockage approx. 70 to 100 F.T.
Tree Roots.

Plugged on Town Property ✓ Plugged on Owners Property

If callout - Received by: _____

- Work done by: _____

To be filled out by Superintendent:

Bill to be issued: Yes _____ No _____

Remarks of Superintendent _____

TOWN OF FORT FRANCES
PRIVATE WORK REPORT FORM

DATE AUG 9/12 TIME 10:00 - 1100 AM

Location of Blockage 20' - 40'

Distance from Clean Out in House 60'

Distance from Clean Out at Property Line N/A

Explain in detail RAN ROTO ROOTER FROM C/O IN
HOUSE HIT ROOTS FROM 20' - 40'
C/O IS UNDER DRYER

Plugged on Town Property _____ Plugged on Owners Property ✓

If callout - Received by: _____

- Work done by: TOM + KYLE T

To be filled out by Superintendent:

Bill to be issued: Yes ✓ No _____

Remarks of Superintendent BILL OWNER - 1 HR

BILLAN RATE

JA

TOWN OF FORT FRANCES
PRIVATE WORK REPORT FORM

DATE June 2/06 TIME 12:00pm - 1:30pm

Name of Property Owner W. Mueller

Address 713 Webster Ave.

Name of person requesting work Same
(please print)

Location of Blockage Plugged at Main Street Rooting

Distance from Clean out in House Plugged at main

Distance from Clean out at Property Line _____

Explain in detail Ran Roto-Rooter through
C/O in basement. Hit blockage at main Street Rooting.
Wrote report.

Plugged on Town Property ☒ Plugged on Owners Property _____

If callout - Received by: _____

- Work done by: _____

Bill to be issued: Yes _____ No _____

Work done by: [Signature]
Lead hand or working foreman

Report approved by: _____
Working foreman

[Signature]
Superintendent

Remarks of Foreman or Superintendent _____

TOWN OF FORT FRANCES

PRIVATE WORK REPORT FORM

DATE MAY 15/00 TIME 8:30 AM

Name of Property Owner MARGARET SAUNDERS

Address 713 WEBSTER

Name of person requesting work (please print) SAME

Location of Blockage _____

Distance from Clean out in House APPROX. 45'

Distance from Clean out at Property Line _____

Explain in detail HIT ROOTS APPROX 45' RUN
ROTO ROOTER IN SEWER AGAIN. (SEWER CLEAN)

Plugged on Town Property _____ Plugged on Owners Property _____

If callout - Received by: _____

- Work done by: _____

Bill to be issued: Yes _____ No ✓

Work done by: DORIAN & DARRELL
Lead hand or working foreman

Report approved by: _____
Working foreman

[Signature]
Superintendent

Remarks of Foreman or Superintendent _____

TOWN OF FORT FRANCES

SEWER MAINTENANCE AUTHORIZATION

It is understood that the property owner is responsible for the sewer from his building to the street property line and will pay any charges, which may occur as a result of work required to be done by the Town forces in cleaning this sewer or attempting to do so.

The Town, under normal conditions, accepts the responsibility for the last approximately thirty-three (33) feet of service line. This only applies to normal service connections and not those made under special agreement with the Town. The employees who are on the job will determine the exact location of the blockage.

Where it is discovered that a sanitary sewer service blockage is the direct result of a person(s) discharging or depositing items other than those deemed normal everyday usage, regardless of the location of the blockage (Owner's or Town's property), the Owner will incur all costs of the work done to clear the blockage. (Town By-law 48/92).

Minimum Charge – for providing services to unplug a blockage in a sanitary sewer service line;

- a. During regular business hours - \$26.50
- b. Regular Overtime - \$39.50
- c. On a Statutory Holiday - \$53.00

Charges for the work (if on Owners property) will be:

1. The standard charges for work performed during regular working hours:
 - a) **\$117.40/hr** (includes 2 employees @ \$45.10/hr each, ½ ton truck and roto rooter @ \$27.15/hr).
2. Minimum charges for one (1) hour overtime:
 - a) **\$162.55/hr** (includes 2 employees @ \$67.70/hr each, ½ ton truck and roto rooter @ \$27.15/hr).
3. Minimum charges for any callout after regular working hours or on weekends
 - a) **\$387.95** - Four (4) hours labour for each of two employees (4 x 2 x \$45.10 = \$360.80), ½ ton truck and roto rooter 1 hour at \$27.15/hr.
4. Minimum charges on a statutory holiday:
 - a) **\$748.75** - Eight (8) hours labour for each of two employees (8 x 2 x \$45.10 = \$721.60), ½ ton truck and roto rooter 1 hour at \$27.15/hr.

September 9, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Entering into a new Terminal Kiosk Lease with Northern Youth Programs

Please find attached a report prepared by Tom Batiuk, Airport Supervisor, outlining a new annual Terminal Kiosk lease agreement with Northern Youth Programs for counter space within the terminal building. This is a new tenant at the Fort Frances Airport and the lease agreement is required to be executed by the Corporation at this time. The rates in the lease rate established in 2020 for counter space. The billing of the lease will be pro-rated based on the portion of 2020 the counter space will be used for.

The Operations & Facilities Executive Committee recommends the following:

- 1) That the lease agreement with Northern Youth Programs be executed.
- 2) That the Mayor and Clerk be authorized to execute the lease agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng

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

- 1) That the lease agreement with Northern Youth Programs be executed.**
- 2) That the Mayor and Clerk be authorized to execute the lease agreement on behalf of the Corporation.**

Manager of Operations and Facilities



2020-08-27

To: Travis Rob, O&F Division Manager

From: Tom Batiuk

Re: Lease Agreement for Kiosk rental Northern Youth Programs

Please find attached the kiosk rental lease agreement for Northern Youth Programs. They have executed the documents for a lease commencement dated January 1st, 2020 to December 31st, 2020. This agreement will result in the rental of a kiosk within the terminal that has sat dormant for many years. This rental agreement will bring in an annual fee of \$1319.34 based on the 2020 rate, however, will be prorated to commence on October 1st, 2020 with the remaining amount of \$329.85 being paid upon commencement of this lease agreement by Town Council for the remainder of 2020. The agreement will be renewed on an annual basis as with the other kiosk and terminal space rentals. It is my recommendation to have the lease signed by Town Council at a regular meeting. Please forward these copies through the O&F committee for execution by Town Council.

Kind Regards,

Tom Batiuk
Airport Supervisor

AIR TERMINAL BUILDING SPACE LEASE

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Article 11 Notices

Execution of Lease

Schedule A

THIS INDENTURE made this 1st day of January
Two Thousand and Twenty

B E T W E E N :

THE CORPORATION OF THE
TOWN OF FORT FRANCES
(hereinafter called
“The Lessor”),

OF THE FIRST PART

- and -

NORTHERN YOUTH PROGRAMS

(hereinafter called
“The Lessee”),

OF THE SECOND PART.

WTINESSESS that the Lessor, in consideration of the rents, covenants, provisos and conditions hereinafter reserved and contained, has demised and leased, and, by this Lease, demises and leases to the Lessee:

CERTAIN SPACE (hereinafter referred to as “the said leased premises”) in the Lessor’s Terminal building (hereafter referred to as “the said building”) erected at the Fort Frances Municipal Airport (hereinafter referred to as “the said airport”), at Miscampbell Township, in the province of Ontario: the location of these premises being shown in detail Drawing No. hereto annexed.

ARTICLE 1

DEFINITIONS

- (1) The word “Lessor” when used herein shall mean the Corporation of the Town of Fort Frances and shall include the Successors and Assigns of the corporation of the Town of Fort Frances;
- (2) The word “Lessee” or other words relative thereto, or of like import, shall mean and include, irrespective of gender or number, the party or parties of the second part as above designed or described, and their or any of their executors, administrators, successors or assigns;
- (3) The word “Airport Manager” shall mean the person holding that position, or acting in the capacity, of the Airport Manager, of the Fort Frances Municipal Airport, for the time being.

ARTICLE 2

PURPOSE

The said leased premises shall be used as a site for

Drop off and pickup for packages from the US for our organization

ARTICLE 3

TERM

3.1 LENGTH OF TERM

The Lessee shall have and hold the said leased premises from and after the First (1st) day of January , Two Thousand and Twenty for a period of (1) year and then fully to be complete and ended.

3.2 OVERHOLDING TENANCY

It is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted or after the expiration of the last renewal hereof, and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Lessee shall pay as rent during the time of such occupancy a rent to be determined at the discretion of the Lessor, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy at will.

3.3 CANCELLATION PRIVILEGE

If by reason of fire, flood, lightning, tempest, earthquake, impact of aircraft, explosion, or Acts of God, or the Queen's enemies the said building, shall at any time during the term hereby granted be destroyed or so damaged as to render the said building unfit for occupancy, this Lessee will, then, have a period of ninety (90) days after such damage or destruction within which to decide whether or not it will repair or rebuild. If the Lessee decides not to rebuild or repair, it may terminate this Lease by notice, in writing, given to the Lessor with the said ninety (90) day period; provided, however, that in the event of such notice being given to the Lessor pursuant to this clause, the rent reserved to the Lessor under this Lease shall be due and payable up to the date of removal of the said building and clearance and leveling of the said

Page 92 of 242

3.4 CANCELLATION

This Lease may be terminated at any time:

(1) By the Lessor by ninety (90) days notice in writing signed by or on behalf of the Corporation of the Town of Fort Frances

OR

(2) By the Lessee by ninety (90) days notice in writing:

And thereupon after the expiration of such period of notification, this Lease shall be determined and ended, and the Lessee shall thereupon, and also in the event of the determination of this Lease in any other manner, except re-entry under Article 9 hereof, and except and subject as in this Lease otherwise provided if required by the Lessor, forthwith remove from the said leased premises, all chattels, goods, supplies, articles, equipment, materials, effects or things and shall also, to the satisfaction of the Lessor, repair all and every damage and injury occasioned to the premises of the Lessor by reason of such removal or in the performance thereof, by the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatsoever. Unless required by the Lessor, not chattels, goods, supplies, articles, equipment, materials, effects or things shall be removed from the said premises until all rent due or to become due under this Lease is fully paid. The Lessor may, at its option, remove at the risk of and at the cost and expense of the Lessee, the chattels, goods, supplies, articles, equipment, materials, effects or things from the said leased premise and the Lessee shall reimburse the Lessor forthwith upon receipt of appropriated accounts therefore and for any storage charges which may have been or will be incurred by the Lessor as a result of such removal. Where not removed by the Lessee, the Lessor may consider the chattels, goods, supplies, articles, equipment, materials, effects or things to be abandoned; and take title thereto in the name of the Lessor.

ARTICLE 4

RENT

4.1 RENT

The Lessee shall pay during the currency of this Lease to the Lessor through the Fort Frances Municipal Airport in lawful money of Canada the following rent:

(1) For the term commencing on the 1st day of January Two Thousand and Twenty and ending on the 31st day of December Two Thousand and Twenty.

(a) (\$ 1490.85 Hst Included)
per annum for rent in one lump sum, payable

AND, payment of rent shall be made by the Lessee without prior demand by the Lessor, to the Corporation of the Town of Fort Frances and delivered to:

Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9
Attention: Treasury

4.2 PAYMENT OF RENT

The Lessee shall pay all rent herein reserved at the time and in the manner in this Lease set forth, without any abatement or deduction whatever.

4.3 INTEREST ON RENT IN DEFAULT

Without waiving any other right of action of the Lessor in the event of default of payment of rent hereunder, in the event that the Lessee is delinquent after

ARTICLE 5

LEASED PREMISES, SERVICES AND IMPROVEMENTS

5.1 "AS IS" CONDITION

The Lessee accepts the said leased premises in an "as is" condition and improvements made to the said leased premises by the Lessee at any time during the currency of this Lease, to make the said leased premises suitable for the operations of the Lessee hereunder, shall be at the risk, cost and expense of the Lessee and to the satisfaction of the Lessor.

5.2 ACCESS

The Lessor, its officers, servants or agents, shall have full and free access for inspection purposes during normal business hours and in the presence of the Lessee or a representative of the Lessee to any and every part of the said leased premises; it being expressly understood and agreed, however, that in cases of emergency, the Lessor, its officers, servants or agents shall at all times and for all purposes have full and free access to the said leased premises.

5.3 SERVICES

The services and utilities to be provided by the Lessor in respect of the said leased premises will be in accordance with Schedule "A" attached hereto.

5.4 TEMPORARY SUSPENSION OF SERVICES

Without limiting or restricting the generality of the provisions of Clause 7.01 hereof, the Lessee shall not have nor make any claim or demand, nor bring any action or suit of petition against the Lessor or any of its officers, servants or agents for damage which the Lessee may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part

Lessee, replace or repair and renew in good, sufficient and workmanlike manner all portions of the said land or the said building or contents of same which may at any time by the Lessee be damaged (ordinary wear and tear only excepted) and in the event of the failure on the part of the Lessee to so replace or repair and renew, the Lessee shall indemnify and save harmless the Lessor from all damages, costs and expenses suffered or incurred by the Lessor by reason of such impairment, damage or injury to the extent to the Lessee is liable for the same in law, such payment to be made forthwith upon receipt of appropriate accounts therefore.

5.6 FIRE PREVENTION

The Lessee shall, at the expense of the Lessee, take all precautions to prevent fire from occurring in or about the said leased premises, and the said building, and shall observe and comply with all laws and regulations in force respecting fires at the said airport, and with all instructions given from time to time by the Airport Manager with respect to fires and extinguishing of fires.

5.7 ADVERTISING

The Lessee shall not construct, erect, place or install on the outside of the said building or on the said land any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the Airport Manager.

5.8 ENVIRONMENTAL PROTECTION STATUTES

The Lessee shall accede to and abide by Federal Environmental Protection Statutes and regulations and by-laws and any regulations thereto and appropriate Provincial, Territorial and/or Municipal or local Environmental Protection Statutes and regulations and by-laws.

5.9 DRAINAGE SYSTEM

5.10 CARE, CUSTODY AND CONTROL OF SUBSTANCES AND MATERIALS

The Lessee shall not spill or discharge or permit to be spilled or discharged, intentionally or otherwise, any deleterious, noxious, contaminated or poisonous substances and materials (including but not restricted to fuel and other petroleum products), all as determined by the Airport Manager whose decision shall be final, onto airport lands or into airport sewer systems, storm drains or surface drainage facilities.

In the event of a spill or discharge of the said substances and materials which are, at the time of the occurrence, under the care, custody and control of the Lessee or person acting on behalf of the Lessee, the Lessee shall be responsible for the cost incurred in cleaning up the spill or discharge to the satisfaction of the Airport Manager.

5.11 REPAIR OR DAMAGE

If, at any time or times hereafter, any damage or injury (ordinary wear and tear only excepted) should be occasioned to the said leased premises, the said building, or any part thereof, or to any works of the Lessor on the said airport by reason of or on account of the operations of the Lessee hereunder or any action taken or things done or maintained by virtue thereof, then, and in every such case, the Lessee shall, within a reasonable time upon notice thereof from the Airport Manager given in writing, repair, rebuild and restore the same in good, sufficient and workmanlike manner; in the event of failure on the part of the Lessee to so repair, the Airport Manager may, at his option, repair such damage or injury in which case the Lessee shall repay and reimburse the Lessor for all costs and expenses connected therewith or incidental thereto to the extent the Lessee is liable for the same in law plus such additional charges as may be applicable in accordance with the policies of the Lessor for administration and overhead forthwith upon receipt by the Lessee of appropriate accounts therefore from the Lessor. In the event of failure on the part of the Lessee to repair such damage or injury and in the event of non

5.12 APPROVAL OF ALTERATIONS AND UTILITY SERVICES

The Lessee shall not make any alterations to the said leased premises or facilities or services connected therewith or add any facilities or services, prior to receiving approval by or on behalf of the Airport Manager. Upon receipt of approval, the Lessee agrees to make the alterations at the Lessee's cost, in accordance with the requirements, terms and conditions specified, and thereafter maintain the said alterations at the cost of the Lessee and to the satisfaction of the Airport Manager.

5.13 VESTING OF REPAIRS, ALTERATIONS, IMPROVEMENTS OF REPLACEMENTS

Any repairs, alterations, improvements or replacements made by the Lessee to or in the said leased premises which by their nature are determined to be fixtures shall upon termination of this Lease, except and subject as in this Lease otherwise specifically provided, be vested in title in the Lessor without any payment of compensation to the Lessee in respect of the said repairs, alterations, improvements or replacements; nevertheless the Lessor shall have the option of requiring or compelling the Lessee upon written notice, to remove such repairs, alterations, improvements or replacements, and the Lessee shall be so bound to remove and shall restore the said leased premises to their original condition all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

5.14 PAYMENT OF TAXES

The Lessee shall pay or cause to be paid all rates, taxes and assessments of whatsoever description, that may at any time during the existence of this Lease be lawfully imposed, and become due and payable upon, or in respect of the said leased premises, the said building, or any part thereof.

5.15 COMPLIANCE WITH REGULATIONS

- (2) The Lessee shall abide by and comply with all regulations regarding traffic control, airport security, sanitation and all other regulations and directives relative to the management and operation of the said airport.

ARTICLE 6

ASSIGNMENT

The Lessee shall not make any assignment of this Lease, nor any transfer or sub-lease of the whole or any portion of the said leased premises demised or leased hereunder without obtaining the prior consent in writing of the Lessor to such assignment transfer or sub-lease.

ARTICLE 7

LIABILITY AND INDEMNITY

7.1 CLAIM OR DEMAND

The Lessee shall not have any claim or demand against the Lessor or any of its officers, servants or agents for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the said leased premises, or to any person or property, unless such damage or injury is due to the negligence of the Lessor or any of its officers, servants or agents while acting within the scope of his duties or employment.

7.2 INDEMNITY

The Lessee shall at all times indemnify and save harmless the Lessor or any of its officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, servant or agent of the Lessor while acting within the scope of his duties or employment.

ARTICLE 8

INSURANCE

- (1) The Lessee shall place and at all times maintain during the currency of this Lease, public liability and property damage insurance in the amount of not less than one million dollars (\$1,000,000.00) against claims for personal injury, death or damage to property arising out of any of the operations of the Lessee under this Lease, or of any of the acts or omissions of the Lessee or any of his agents, employees or servants; such insurance shall be with a company or companies acceptable to the Lessor and all policies for such insurance shall be in an amount and in a form satisfactory to the Lessor.
- (2) The Lessee shall submit to the Lessor one of the following documents:
 - (a) the policy or policies,
 - (b) certified copies thereof,
 - (c) a Certificate of Insurance, or
 - (d) an affidavit from its insurance company confirming that proper insurance coverage is in place;and any renewals thereof.
- (3) The Lessee shall not do or omit to do or suffer anything to be done or omitted to be done in the said leased premises which will in any way impair or invalidate such policy or policies.
- (4) Every policy shall contain a provision that written notice of cancellation shall be given to the Lessor at least fifteen (15) days prior to the effective date of cancellation.
- (5) The Lessee shall have the Lessor named as an additional insured under its policy of liability insurance.

ARTICLE 9

DEFAULT AND RE-ENTRY

9.1 DEFAULT AND RE-ENTRY

(1) It is expressly agreed that:

(a) if the Lessee shall be in default in the payment of rent or amounts collectable hereunder as rent, whether lawfully demanded or not, and such default shall continue for a period of 15 days after the rent has become due and payable; or

(b) if the Lessee shall be in default of any of its covenants or agreements hereunder (other than its covenant to pay rent or amounts collectable hereunder as rent) and such default shall continue for a period of 30 days (or such longer period as may be reasonable necessary to cure such default considering the nature thereof) after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring same to be remedied; or

(c) if the default set out in the notice given to the lessee by the Lessor pursuant to paragraph (b) above reasonably requires more time to cure than the thirty (30) day period or; in the opinion of the Lessor fails to diligently complete the same within a reasonable time; or

(d) if the Lessee shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against it under the Bankruptcy Act, or becoming bankrupt or insolvent shall make application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise shall be taken with a view to the winding-up,

and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding.

- (2) Forfeiture of this Lease by the Lessee shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent breach of covenant on the part of the Lessee, and notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of rent suffered by reason of the Lease having been determined prior to the end of the term of this Lease as set out herein and this clause and the rights hereunder shall survive the termination of this Lease whether by act of the parties or by operation of Law.

9.2 LIEN

The Lessor shall have a lien upon the chattels, goods, supplies, articles, equipment, materials, effects or things of the Lessee for any loss or damage arising by reason of the breach of any of the conditions or provisions hereof, or the failure on the part of the Lessee to comply therewith.

ARTICLE 10

GENERAL

10.1 BRIBES

The Lessee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the Lessor for or with a view to obtaining this Lease any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this Lease upon any agreement for a commission, percentage, brokerage or contingent fee.

10.2 HEADINGS

Any note appearing as a heading in this Lease has been inserted for convenience and reference only, and of itself cannot define, limit or expand the scope or meaning of the present Lease or any of its provisions.

10.3 DIFFERENCES

All matters of differences arising between the Lessor and the Lessee in any matter connected with or arising out of this Lease whether as to interpretation or otherwise, shall be determined by the Lessor but without prejudice to any recourse available under law.

10.4 EFFECT OF LEASE

This Lease and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns, as the case may be, of each of the parties hereto, subject to granting of consent by the Lessor as provided herein to any assignment, transfer or sub-lease of this Lease, and where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by context, and all

10.05 PROVISIONS SEPARATELY VALID

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

10.06 WAIVER NEGATED

The failure by the Lessor or its authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

10.7 NO IMPLIED OBLIGATIONS

No implied terms or obligations of any kind by or on behalf of the Lessor shall arise from anything in this Lease and the express covenants and agreements herein contained and made by the Lessor are the only covenants and agreements upon which any rights against the Lessor may be founded.

10.8 ENTIRE AGREEMENT

This Lease shall be deemed to constitute the entire agreement between the Lessor and the Lessee hereto with respect to the subject matter.

ARTICLE 11

NOTICES

- (1) Whenever in this Lease, it is required or permitted that notice or demand be given or served by either party of this Lease to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by registered mail, priority post mail, telegram, telex or facsimile as follows:

To the Lessor: Town Clerk

 Town of Fort Frances

 320 Portage Avenue

 Fort Frances, ON

 P9A 3P9

To the Lessee: Northern Youth Programs

 Attn: Colin Frey

 Site 306 Box 1 RR#3

 Dryden, Ontario

 P8N 3G2

- (2) Such addresses may be changed from time to time by either party giving notice as above provided.
- (3) If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is the earlier.

) THE CORPORATION OF THE
) TOWN OF FORT FRANCES

)

)

)

) _____ Mayor

)

)

)

) _____ Clerk

)

SIGNED, SEALED AND DELIVERED)

By the Lessee in the presence of)

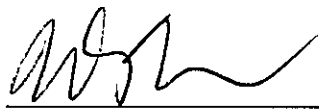
)

)

)

)

) CEO



Norman Miller

TITLE

SCHEDULE "A"

Pursuant to Clause 5.03, the following services will be provided by the Lessor:

(1) ELECTRICITY

Electrical energy for general lighting purposes and electrical equipment will be supplied by the Lessor in the said leased premises. It is expressly understood and agreed that the Lessee shall pay for the consumption of all electrical energy for electrical equipment in the said leased premises. Costs for the supply of electrical energy for electrical equipment with a demand load of less than 1.5 kilowatts will be recovered through the annual rental space rate. For demand loads of 1.5 kilowatts to 10 kilowatts, the monthly consumption will be estimated and a charge based on a flat rate will be applied. For demand loads in 1.5 kilowatts to 10 kilowatts, the monthly consumption will be estimated and a charge based on a flat rate will be applied. For demand loads in excess of 10 kilowatts, a flat rate will be applied until such time as electrical meters are installed and thereafter a separate rate based on cost recovery will be applied to the total electrical energy consumption recorded by the individual electrical meters.

(2) HEATING

The Lessor shall provide normal space heat in the said leased premises. It is expressly understood and agreed that the Lessee shall pay the cost associated with the provision of this service through the annual space rental rate.

(3) AIR CONDITIONING

The Lessor shall provide the air conditioning in the said leased premises through the central air conditioning system (where the facilities exist). It is expressly understood and agreed that the Lessee shall pay the cost associated with the provision of this service through the annual space rental rate.

The Lessee may, with the prior approval of the Lessor and all the Lessee's own expense, install an independent air conditioning unit in the said leased

(4) OTHER SERVICES

The Lessor shall provide the security, general maintenance (structural, mechanical, electrical, etc.) services and shall supply the water distribution, where applicable only. It is understood and agreed that the Lessee shall pay the costs associated with the provisions of these services through the annual space rental rate. Where applicable, a water meter shall be installed by the Lessor to measure the Lessee's water consumption and the Lessee will be charged a separate rate based on cost recover of the water consumed.

(5) WASHROOM FACILITIES

The Lessor shall allow the Lessee to use the public washroom facilities.

September 9, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Drinking Water Quality Management System - Management Review

Over the past 12 months a couple of significant milestones have been completed in regards to the Drinking Water Quality Management System and are summarized below:

- 1) **External Surveillance Audit** completed by SAI Global on November 18, 2019 - Auditor Mr. Rod Seabrook
- 2) **9th Internal Audit**, first audit completed by Mr. Adam Mitchell from June 18 to July 3, 2020.
- 3) **9th Management Review Meeting** held on Thursday August 27th, 2020 to review the implementation of the DWQMS for the period June 1, 2019 to May 31, 2020.

Please find attached the agenda package plus the associated documents which were reviewed at the August 27, 2020 Management Review meeting. Presently under the process outlined in the Operational Plan Element No. 20 - Management Review (See pages No. 75 & 76 of Operational Plan), there were five (5) new action items, **rated in priority**, that Council (owner) must review and endorse at this time:

Action Item No. 1) **Investigate feasibility of re-lining 2 watermain crossings under CN Rail.** The town has two 250mm watermains crossing the CN right of way, one at Wright Avenue (installed in 1928) and one at Keating Avenue (installed in 1967). These mains are approaching ages where issues may become regular and repairs are difficult given the location. Investigation into remediation options will be completed where capital budget allocations will be brought through the annual budget process.

Action Item No. 2) **Review and clarify the new Ontario Watermain Disinfection Procedure with MECP and NWHU to ensure clear understanding.** The Ministry of the Environment, Conservation and Parks has come out with a new Watermain Disinfection Procedure which will come into effect for the Town upon renewal of its Drinking Water License in early 2021. There are key components to the new procedure where we need to obtain clear direction from MOECP or NWHU on how they want us to handle things. This work is ongoing.

Action Item No. 3) **Standardize valve and hydrant types installed in Capital Works.** To streamline the purchasing of repair parts, particularly for hydrants and to align with known products that have excellent service records, it is recommended to specify valve and hydrant makes in tender packages going forward. Tender documents going forward will be revised to reflect the discussion accordingly.

Action Item No. 4) **Improve Water Plant WIFI Coverage to assist the newer operators in trouble shooting and repairing issues.** Given the high number of new water plant operators that are currently training, being able to look up trouble shooting information or send pictures of issues to the ORO when he is not in the plant is key to maintaining the plant operational at all times. Given the construction of the plant, cell coverage can be spotty and a robust WIFI network on site is key. Administration is working directly with IT to get this setup ASAP.

Action Item No. 5) **Improve server connection in the Water Distribution Office.** In 2020 the main server for the water system was moved from the Public Works conference room to the main server room which is a controlled environment set for computer equipment. As a result, the time it takes

to retrieve some files is longer causing delays in getting the information needed to repair breaks. IT has already reviewed the office infrastructure to determine if there are issues and what the next steps should be.

Administration recommends the following:

- 1) That Council (owner) has reviewed the agenda package of the management review meeting held on August 27, 2020.
- 2) That Council (owner) has reviewed and accepted the following five (5) new action items as a result of the management review meeting held on August 27, 2020:

Action Item No. 1) **Investigate feasibility of re-lining 2 watermain crossings under CN Rail.**

Action Item No. 2) **Review and clarify the new Ontario Watermain Disinfection Procedure with MECP and NWHU to ensure clear understanding.**

Action Item No. 3) **Standardize valve and hydrant types installed in Capital Works.**

Action Item No. 4) **Improve Water Plant WIFI Coverage to assist the newer operators in trouble shooting and repairing issues.**

Action Item No. 5) **Improve server connection in the Water Distribution Office.**

Respectfully Submitted

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

Travis Rob, P.Eng
Manager of Operations and Facilities

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

- 1) That Council (owner) has reviewed the agenda package of the management review meeting held on August 27, 2020.**
- 2) That Council (owner) has reviewed and accepted the following five (5) new action items as a result of the management review meeting held on August 27, 2020:**

Action Item No. 1) Investigate feasibility of re-lining 2 watermain crossings under CN Rail.

Action Item No. 2) Review and clarify the new Ontario Watermain Disinfection Procedure with MECP and NWHU to ensure clear understanding.

Action Item No. 3) Standardize valve and hydrant types installed in Capital Works.

Action Item No. 4) Improve Water Plant WIFI Coverage to assist the newer operators in trouble shooting and repairing issues.

Action Item No. 5) Improve server connection in the Water Distribution Office.

September 3, 2020

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

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

SUBJECT: 2020 DWQMS Management Review

On Thursday, August 27th in the 52 Canadian Arena Lobby at 10:00 am local time, the DWQMS Management Review took place for the period of June 1, 2019 through May 31, 2020. Attached are the minutes from the meeting, as well as the review package.

There were some non-conformances identified. These non-conformances and their explanations, as well as other highlights, are:

- 1) Late submission of O.Reg. 450/07 - Industrial and Commercial Users Report (submitted April 1) to the MECP. Report was due March 31, 2020. There were technical difficulties with the MECP online submission website and the MECP was aware of the submission being 1 day late. It is not anticipated to be an issue in 2021.
- 2) The annual WTP inspection by the MECP identified three non-conformances:
 - a. Where an activity has occurred that could introduce contamination, all parts of the drinking water system were not disinfected in accordance with Schedule B, Condition 2.3 of the Drinking Water Works Permit.
 - i. Engineering project manager was instructed accordingly. Form created and accepted by MECP to formally document all required info.
 - b. The secondary disinfectant residual was not measured as required for the distribution system.
 - i. CR's were not recorded in the logbook. New spreadsheet has been created to allow visual tracking of the CR's and if anything has been missed.
 - c. A review of the distribution logbook found that more than one operator was recorded as OIC during the same operating shift, for the same subsystem.
 - i. Directive has been issued to staff indicating who is designated OIC in the logbooks on any given day.

- 3) There were no adverse water samples reported during the Management Review time period.
- 4) Succession Planning. The WTP staffing was restructured in September 2019 such that the third employee at the WTP is rotating in on a weekly basis to cross train the Water Distribution team at the WTP. This has been favourably received by the majority of our staff.
- 5) The DWQMS Operational Plan was certified to the DWQMS 2.0 standard by SAI Global following the External Surveillance Audit. The Operational Plan will have an external audit in November 2020 by SAI Global.
- 6) The 2019 External Audit identified one minor non-conformance: evidence of written endorsement by top management and owner. This non-conformance was resolved February 14, 2020. The 2020 Internal Audit resulted in zero non-conformances.
- 7) Previous external audits in 2018 and internal audits in 2018 and 2019 have resulted in zero non-conformances.
- 8) One (1) customer complaint was identified in the Management Review. Upon discussion, it was determined that we can do a better job at tracking and documenting customer complaints to ensure that they are being resolved and closed. Improving the recording of customer complaints will be undertaken by myself.
- 9) Staff suggestions included:
 - a. Lining the water mains under CN tracks along Keating Avenue and Wright Avenue
 - b. Review and clarify the new Ontario Water Main Disinfection Procedure with the MECP and NWHU to ensure clear understanding
 - c. Standardize on one type of hydrant and valve for the Town.
 - d. Develop a hydrant maintenance program similar to annual valve exercising program.
 - e. Install Wi-Fi at the water treatment plant.
 - f. Improve network speeds for uploading videos to network and utilizing GIS.

The Water Treatment Plant and Water Distribution Teams experienced a significant turnover in the period covered by the previous Management Review. The teams are now fully staffed and training is ongoing. The Covid-19 Pandemic has created challenges to training, however training providers are adapting and training is expected to resume in Q3 and Q4 2020. The DWQMS Management Review identified areas that

we can improve upon and I expect the 2020 - 2021 Management Review will reflect this continuous improvement.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Craig Miller', is shown. The signature is written in a cursive style with a large initial 'C'.

Craig Miller, P.Eng.
Environmental Superintendent



Town of Fort Frances
Fort Frances Drinking Water System
Management Review Meeting Minutes

Date: Thursday August 27, 2020

Time: 10:00 A.M.

Location: Fort Frances Memorial Sports Centre

In Attendance: Doug Brown, CAO, Craig Miller, Paul Lemesurier, Jay Bruyere, Brad Webb, Bryan Patterson, Joel Nicolay, Eric Gustafson and Travis Rob.

Absent: Greg Wiedenhoeft

Part of the QMS Operational Plan requires that management shall review the QMS once every twelve (12) months to assess and ensure the continuing suitability, adequacy and effectiveness of the QMS. Element 20 – Management Review was discussed. Management Reviews shall be included in the internal audit schedule.

Introduction:

Reference to Operational Plan – Element 20 Management Review

Period June 1, 2019 to May 31, 2020

The Environmental Superintendent red through Element 20 with the committee members and there were no concerns or changes that needed to be made.

Item 1 – Incidents of regulatory non-compliance:

Ministry of the Environment (MOE) Annual Inspection Report (2019/2020)

Date of Inspection: February 11th and 12th, 2019

Non-compliance with regulatory requirements – Three (3)

Where an activity has occurred that could introduce contamination, all parts of the drinking water system were not disinfected in compliance with Schedule B. Condition 2.3 of the Drinking Water Works Permit. We have instructed the Engineering project manager (Hatch Eng) accordingly. A form has been created and accepted by MECP to formally document all of the required information.

Also the secondary disinfectant residual was not measured as required for the distribution system. CR's were not recorded in the log book – a new spreadsheet has been created to help with visual tracking.

There was more than one operator recorded as OIC during the same operating shift for the same subsystem. Staff have been requested to indicate who is the designated OIC in the logbooks on any given day in the future going forward.

2019 Annual Summary Report (Schedule 22) O. Reg. 170/03

Regulatory requirement: No later than March 31, 2020

Reported to O & F Executive Committee and Council

Council Approval was received April 13, 2020 – due to covid 19 pandemic

Date submitted to MECP – June 11, 2020.

Non Compliance with Regulatory Requirements: None

2020 Annual Report – O. Reg. 170/03

Regulatory Requirement: Not later than February 28, 2019

Date submitted to MECP: February 28, 2019

Non Compliance with Regulatory Requirements: None

O. Reg 450/07: Charges for Industrial and Commercial Water Users

Regulatory Requirement: Not later than March 31, 2020

Date submitted to MECP: April 1, 2020

Non Compliance with Regulatory Requirements: Late submission – online submission was creating errors in March therefore it was emailed to MECP on April 1, 2020.

O. Reg. 387/04: Water Taking and Reporting

Regulatory Requirement: Not later than March 31, 2019

Date submitted to MECP: May 14, 2019

Non-compliance with Regulatory Requirements: Late submission

Item 2 – Incidents of adverse drinking water tests:

WTP:

No adverse treated water samples

Water Distribution System:
No adverse distribution system samples

See attachment B.2

Item 3 – Deviations from critical control-point limits and response actions:

The QMS Team had undertaken a Risk Assessment Review of the risks and their critical control-point/response actions between March 2020 and June 2020.

No changes/additions/deletions were noted

Reference Element 7/8

Item 4 – The effectiveness of the risk assessment process:

The Operators reviewed the Risk Assessment Process between March 2020 and April 2020. No changes/additions/deletions were noted.

Reviewed on a yearly basis in accordance with Element 7.

Item 5 – Internal and third party audit results:

Internal Audit Results:

Latest Internal Audit:
July 3, 2020 – undertaken by Adam Mitchell
No Corrective Actions were identified.

Previous Audits:

May 29, 2019 – undertaken by Tyson Dennis
No Corrective Actions were identified.

External Audit Results:

Latest External Audit:
12 Month Upgrade Surveillance Audit
Off site (November 20, 2019) – undertaken by SAI GLOBAL – Accreditation
Program for Operating Authorities
One minor non conformance was identified. Evidence of written endorsement by top management and owner – this was resolved on February 14, 2020.

Previous Off-Site External Audit

Re-Accreditation Systems Audit

On site (November 18, 2018) – undertaken by SAI GLOBAL – Accreditation Program for Operating Authorities

No non-conformances were identified.

See Attachment B.5

Item 6 – Results of emergency response testing:

Standard Operating Procedures identified in the Emergency Response Binder had been reviewed with the Water System Operators in March 2020

Emergency SOP's Reviewed:

1. Policy 4.24 – SOP No. 1 – for the Destruction (bombing/major fire) of Water Treatment Plant or Water Tower.
2. Policy 4.23 – SOP No. 2 – for Pandemic Situation – affecting the Water Treatment Plant Operators and Community.
3. Policy 4.15 – SOP No. 3 – for Water Main Breaks and Repairs.
4. Policy 4.8 – SOP No. 4 – for breakdown of equipment at the Water Treatment Plant.
5. Policy 4.4 – SOP No. 5 – for Raw Water Source Contamination
6. Policy 4.27 – SOP No. 6 – for Standby Generator – WTP (New)

See Attachment B.6

Item 7 – Operational Performance:**WTP:**

Actions and recommendation from MECP

As a result of the 2019/20 MECP Inspection – 3 non compliances were identified and corrective actions were then put into place. See Section B. Item 1

Personnel

Addition: Greg Wiedenhoeft as of August 16, 2019 (Operator in Charge)

Changed the 3rd employee at the Water Treatment Plant from a permanent position to a weekly rotation of operators from the water distribution team to allow for better cross training.

Maintenance issues:

No issues

Distribution System:

Actions and recommendations from MECP:

Designation of OIC in the distribution system.

Personnel – Water Distribution Operators:

Addition: Erik Gustafson as of July 3, 2019 (Operator in Training)

Deletion – Greg Wiedenhoeft as of July 25, 2019.

Full Complement of staff as of August 16, 2019.

Maintenance Issues:

A total of 8 water main (4) and service breaks (4) throughout the Town since the last Management Review.

4 water main breaks

4 water service breaks

See Attachment B.7

Frozen Waters – 1 residence

Valve Replacements done in 2019 as part of the roadway/infrastructure replacement on”

1. Nelson Street and Armit Avenue (VAL332)
2. Scott and Mosher Avenue (VAL411)

Three (3) valves were scheduled for replacement in 2019 but due to costs, only two (2) were changed, per the list above.

Some existing fire hydrants are obsolete and we have no parts in order to maintain them. Four (4) fire hydrants were replaced in 2019. 2 were budgeted for as part of the 2019 construction program, 1 was paid for privately due to an accident and 1 was paid for out of 2019 WWTP Capital Budget.

Fire Hydrant Replacement completed in 2019:

1. 660 Second Street East (HYD248)
2. 827 Huffman Court (HYD402) – accident damage
3. SW corner of Victoria and Second Street East (HYD185)
4. Wastewater Treatment Plant (HYD035)

Item 8 – Raw water supply and drinking water quality trends:

No changes in raw water supply and drinking water quality trends.

Regular seasonal water turnover of Rainy Lake.

Item 9 – Follow up on action items from previous management review:

2019 Management Review Items

Four (4) follow up items identified

1. Have two (2) trained auditors for the DWQMS and utilize on a rotating basis.

Both Adam Mitchell and Cody Vangel have been designated as internal auditors for the Town.

2. Maintain four (4) valve intersections – No action required.

3. When a dead end is created ensure there is a flushing point created as well

Flushing points included for the 2020 construction season.

4. Remodel the water system – No work done on this

5. Review SOP #3 – new disinfection procedure

Ontario has issued a new disinfection procedure that is effective with new drinking water license renewals.

Item 10 – The status of management action items identified between reviews:

No management action items were identified between reviews.

Item 11 – Changes that could affect the Quality Management System (QMS)

Internal/External Audit: No issues

Management Review: No issues.

Any new business development upstream of water intake could potentially contaminate raw water source or supply. No concerns at this time.

Information only:

Where to find – electronically: Revision updates – Last version – check electronic version (latest version) found in W:\QMS Operational Plan\...file name (April 12, 2019; Revision No. 12).

Item 12 - Consumer Feedback:

Customer complaints: Last period – 2 complaints – this period 1 complaint.

Notes:

Typical root causes of complaints

1. Construction projects creating dead-end mains can cause stagnate and discoloured water issues.
2. Result of water main breaks
3. Maintenance – valve exercising and flushing

Status: Ongoing

Item 13 – The Resources needed to maintain the Quality Management System (QMS):

Council's commitment to provide the following:

Personnel – No issues

Financial – No issues

Item 14 – The results of infrastructure review:

Six (6) year capital plan (In OP – Appendix 1) 2021 is the end of the six (6) year plant
On an annual basis

Proposed infrastructure upgrades are discussed and reviewed with operators.
Council reviews and approves.

WTP:

On a monthly basis the WTP Overall Responsible Operator generates a report outlining operational and maintenance activities. The report is circulated and reviewed by the

Environmental and Facilities Superintendent, Manager of Operations and Facilities, the O & F Executive Committee and Council.

Upgrades for this period:

Installed two new soda ash pumps

Low lift pump motor rebuild

Replaced fluoride transfer pump

Replaced filtered and settled water sample pumps

Replace inline mixer motor

Replaced external lighting on facility to LED

Significant painting of the facility took place due to Covid 19.

Water Distribution System:

On a monthly basis, Environmental and Facilities Superintendent generates a report outlining maintenance activities. The report is circulated and reviewed by the Manager of O & F and the O & F Executive Committee and Council.

Upgrades during this period:

Water main valve exercise program – 20% per year – Area 1

Hydrant flushing: Flushing annually

Fire hydrant replacements: see section 7 for a detailed list – 4 hydrants

Water main isolation valve replacements: see section 7 for a detailed list – 2 valve

Water main replacement (Construction projects):

300 Block of Second Street Est between Portage Avenue and Victoria Avenue

Water meters/backflow device installations – ICI sector, ongoing

Scheduled for 2020 Construction:

Replacements/new installation of water mains and services along the following streets:

- a) 900 block to 1200 block of Scott Street (Reid Avenue to Colonization Road East
- b) Colonization Road West (Armstrong Place to East of Riverview Cemetery
- c) King's Highway (Pit Road 1 to Pit Road 2)

Item 15 – Operational plan currency, content and updates:

Current revision date: June 3, 2020– Revision 13

Updates – since previous period

Audits – amended OP after the audit review

List CAR's and provide copies of Corrective Action Records.

Document Request Change (DRC) – document changes to Operational Plan such as spelling, grammar, personnel change, etc.. A result of conducting staff meetings to review the Elements within the Operational Plan - these Elements were amended as follows:

1. Element 3 – updated to current Council and Management Team
2. Element 4 – updated to add Operators and Operators-In-Training to QMS Team
3. Element 11 – updated personnel coverage to match management changes made in mid 2019.
4. Element 16 – updated employee list and contacts.

Item 16 – Staff Suggestions:

It was brought up to look at being more consistent with the type of hydrants and hardware that we or contractors install. Would like to see it implemented to have it defined clearly in the construction specs as to what type of hydrants and hardware should be used.



Town of Fort Frances

Fort Frances Drinking Water Quality Management System

Management Review Meeting Notice

Date of Notice: Friday, August 14, 2020
Date of Meeting: Thursday, August 27, 2020
Time of Meeting: 10:00 AM
Location of Meeting: 52 Canadian Arena Lobby

DWQMS Team Members:

Please find attached your agenda packages for the Management Review meeting that is scheduled per above.

Along with your agenda package, you find a copy of the management review minutes from the 2010 Management Review meeting as well as a copy of the report that was submitted to Mayor and Council for their approval.

Craig Miller, P.Eng.
Environmental Superintendent

Fort Frances Drinking Water System Management Review - Meeting Agenda

Date: August 27, 2020

Time: 10:00 am

Location: 52 Canadian Arena Lobby

A. Introduction:

Reference to Operational Plan - Element 20 Management Review

- See attached Element No. 20.

Period: June 01, 2019 to May 31, 2020

B. Review Items:

1. Incidents of regulatory non-compliance:

Ministry of the Environment (MECP) Annual Inspection Report (2019/2020)

Date of Inspection: January 16 – 17, 2020

Non-compliance with Regulatory Requirements: Three

- Where an activity has occurred that could introduce contamination, all parts of the drinking water system were not disinfected in accordance with Schedule B, Condition 2.3 of the Drinking Water Works Permit.
 - Engineering project manager (Doug Herr – Hatch Eng.) has been instructed accordingly. Form created and accepted by MECP to formally document all required info.
- The secondary disinfectant residual was not measured as required for the distribution system.
 - CR's were not recorded in the logbook. New spreadsheet has been created to allow visual tracking of the CR's and if anything has been missed.
- A review of the distribution logbook found that more than one operator was recorded as OIC during the same operating shift, for the same subsystem.
 - Directive has been issued to staff indicating who is designated OIC in the logbooks on any given day.

Fort Frances Drinking Water System Management Review - Meeting Agenda

2019 Annual Summary Report (Schedule 22) – O. Reg. 170/03
Regulatory requirement: No later than March 31
Reported to O. & F. Executive Committee and Council.
Council Approval April 13, 2020 (late approval due to Covid-19 Pandemic)
Date submitted to Ministry of the Environment (MECP): June 11, 2020 (extension received from MECP due to Covid-19 Pandemic)
Non-compliance with Regulatory Requirements: None

2019 Annual Report – O. Reg. 170/03
Regulatory requirement: Not later than February 28
Date submitted to Ministry of the Environment (MECP): February 28, 2020
Non-compliance with Regulatory Requirements: None

O. Reg. 450/07: Charges for Industrial and Commercial Water Users
Regulatory requirement: Not later than March 31
Date submitted to Ministry of the Environment (MECP): April 1, 2020
Non-compliance with Regulatory Requirements: Late Submission. Online submission was creating errors in March. Emailed to MECP on April 1.

O. Reg. 387/04: Water Taking and Reporting
Regulatory requirement: Not later than March 31
Date submitted to Ministry of the Environment (MECP): February 27, 2020
Non-compliance with Regulatory Requirements: None

2. Incidents of adverse drinking water tests:

Water Treatment Plant:

No adverse treated water samples.

Water Distribution System:

No adverse distribution system samples.

See Attachment. – B.2.

3. Deviations from critical control-point limits and response actions:

The QMS Team had undertaken a Risk Assessment review of the risks and their critical control-points/response actions between March 2020 and June 2020.

Fort Frances Drinking Water System Management Review - Meeting Agenda

No changes / additions / deletions were noted.

Reference - Element 7/8

4. The effectiveness of the risk assessment process:

Operators reviewed the Risk Assessment process between March 2020 and June 2020. No changes / additions / deletions were noted.

(Reviewed on a yearly basis in accordance with Element 7).

5. Internal and third-party audit results:

Internal Audit results:

Latest Internal Audit:

July 3, 2020 - undertaken by Adam Mitchell

No corrective actions identified.

Previous Audit:

May 29, 2019 - undertaken by Tyson Dennis.

No corrective actions identified.

External Audit results:

Latest External Audit:

12-Month Upgrade Surveillance Audit –

Off-Site (November 20, 2019) - undertaken by SAI GLOBAL - Accreditation Program for Operating Authorities.

One minor non-conformance was identified. Evidence of written endorsement by top management and owner. Resolved February 14, 2020.

Previous External Audit:

Re-Accreditation Systems Audit –

On-site (November 18, 2019) - undertaken by SAI GLOBAL - Accreditation Program for Operating Authorities.

No non-conformances were identified.

See Attachment B.5.

Fort Frances Drinking Water System Management Review - Meeting Agenda

6. Results of emergency response testing:

Standard Operating Procedures identified in the Emergency Response Binder was reviewed by the Water System Operators in Q1 2020.

Emergency SOP's Reviewed:

1. Policy 4.24 – SOP No. 1 – for the Destruction (Bombing/Major Fire) of Water Treatment Plant or Water Tower.
2. Policy 4.23 – SOP No. 2 – for Pandemic Situation – Affecting the Water Treatment Plant Operators & Community.
3. Policy 4.15 – SOP No.3 – for Water Main Breaks and Repairs.
4. Policy 4.6 – SOP No. 4 – for breakdown of equipment at the Water Treatment Plant
5. Policy 4.4 – SOP No. 6 – for Raw Water Source Contamination
6. Policy 4.27 – SOP for Standby Generator – WTP

See Attachment B.6.

7. Operational performance:

WTP:

Actions & Recommendations from MECP:

As a result of the 2019/20 MECP inspection, three non-conformances were identified and corrective actions put into place. See Section B, Item 1.

Personnel:

Addition – Greg Wiedenhoeft as of August 16, 2019 (Operator-in-Charge). Changed the 3rd employee at the water treatment plant from a permanent position to a weekly rotation of operators from the water distribution team to allow for better cross-training.

Maintenance issues:

No issues.

Fort Frances Drinking Water System Management Review - Meeting Agenda

Distribution System:

Actions & Recommendations from MECP:

Designation of OIC in the distribution system.

Personnel:

Water Distribution Operators:

Addition – Erik Gustafson as of July 3, 2019 (Operator-in-Training).

Deletion – Greg Wiedenhoeft as of July 25, 2019

Full complement of staff as of August 16, 2019.

Maintenance issues:

A total of 8 water main (4) & service breaks (4) throughout the Town since the last Management Review.

See Attachment B.7.

Frozen water services to report – 1 residence

Valve replacements done in 2019 – as part of the roadway/infrastructure replacement on:

- 1) Scott Street & Mosher Avenue (VAL411)
- 2) Nelson Street & Armit Avenue (VAL332)

Three (3) valves were scheduled for replacement in 2019, but due to costs, only two (2) were changed, per the list above.

Some existing fire hydrants are obsolete, no parts to maintain them. Four fire hydrants were replaced in 2019. 2 were budgeted for as part of the 2019 construction program, 1 was paid for privately due to an accident and 1 was paid for out of 2019 Wastewater Treatment Plant Capital Budget.

Fire hydrant replacements done in 2019:

- 1) 660 Second Street East (HYD248)
- 2) 827 Huffman Court (HYD402) (accident damage)
- 3) SW Corner of Victoria and 2nd Street East (HYD185)
- 4) Wastewater Treatment Plant (HYD035)

Fort Frances Drinking Water System Management Review - Meeting Agenda

8. Raw water supply and drinking water quality trends:

No changes in raw water supply and drinking water quality trends.

Regular seasonal water turnover of Rainy Lake.

See Chart - Attachment B.8. (Information obtained from DWSP sampling).

9. Follow-up on action items from previous management reviews:

2019 Management Review Items:

- Have two (2) trained auditors for the DWQMS and utilize on a rotating basis
 - Both Adam Mitchell and Cody Vangel have been designated as internal auditors for the town.
- Maintain four (4) valve intersections
 - No action required.
- When a dead end is created ensure there is a flushing point created as well
 - Flushing points included for the 2020 construction season.
- Remodel the water system
 - No work done on this.
- Review SOP #3 – new disinfection procedure
 - Ontario has issued a new disinfection procedure that is effective with new drinking water license renewals.

10. The status of management action items identified between reviews:

No management action items identified between reviews.

11. Changes that could affect the Quality Management System (QMS):

Internal/External Audit: No issues.

Management Review: No issues.

Fort Frances Drinking Water System Management Review - Meeting Agenda

Any new business development upstream of water intake could potentially cause contamination of raw water source or supply. No concerns at this time.

Information Only:

Where to find – electronically: Revision Updates – Last version. Check electronic version (latest version) found in W:\QMS Documentation\QMS Operational Plan\...file name. (June 3, 2020; Revision No. 13)

12. Consumer feedback:

Customer complaints: Last period – 2 complaints; this period 1 complaint.

Notes:

Typical root causes of complaints:

1. Construction projects creating dead-end mains can cause stagnate and discoloured water issues.
2. Water main breaks.
3. Maintenance activities – valve exercising and flushing

Customer Complaint Processing form – See Attachment B.12

13. The resources needed to maintain the Quality Management System (QMS):

Council's commitment to provide the following:

Personnel – No issues.

Financial – No issues.

14. The results of infrastructure review:

Six (6) year capital plan (In OP – Appendix I)

On an annual basis –

Proposed Infrastructure upgrades are discussed and reviewed with operators.

Council reviews and approves.

Fort Frances Drinking Water System Management Review - Meeting Agenda

WTP:

On a monthly basis the WTP Overall Responsible Operator generates a report outlining operational and maintenance activities. The report is circulated and reviewed by the Environmental Superintendent., O&F Manager, the O&F Executive Committee and Council.

Upgrades for this period:

Installed two new soda ash pumps

Low lift pump motor rebuild

Replaced fluoride transfer pump

Replaced Filtered and Settled Water sample pumps

Replaced inline mixer motor

Replaced external lighting on facility to LED

Significant painting of the facility took place due to Covid-19

Water Distribution System:

On a monthly basis, the Environmental Superintendent generates a report outlining maintenance activities. The report is circulated and reviewed by the O&F Manager and the O&F Executive Committee and Council.

Upgrades during this period:

Water main valve exercise program: 20% per year (Area 1)

Hydrant flushing: flushing annually

Fire hydrant replacements – 4 – see Section 7 for detailed list.

Water main isolation valve replacements – 2 – See Section 7 for detailed list.

Main Replacement (Construction Projects):

300 Block of Second Street East between Portage Avenue and Victoria Avenue.

Water meters/backflow device installations – ICI sector, on going.

Scheduled for 2020 Construction:

Fort Frances Drinking Water System Management Review - Meeting Agenda

Replacement/new installation of water mains and services along the following streets:

- a. 900 Block to 1200 Block of Scott Street (Reid Avenue to Colonization Road East)
- b. Colonization Road West (Armstrong Place to East of Riverview Cemetery)
- c. King's Highway (Pit Road 1 to Pit Road 2)

15. Operational plan currency, content and updates:

Current revision date – June 3, 2020, Rev. 13

Updates (since previous period):

Audits - Amended OP after the audit review.

List CAR's and provide copies of Corrective Action Records. See Attachment B.5

Document Request Changes (DRC) – document changes to Operation Plan other than the CAR changes as described above. (Spelling, grammar, personnel change, etc.). A result of conducting staff meetings to review the Elements within the Operation Plan these Elements were amended as follows:

1. Element 3 – updated to current council and management team
2. Element 4 – updated to add operators and operators-in-training to QMS Team
3. Element 11 – Updated personnel coverage to match management changes made in mid-2019.
4. Element 16 – Updated employee list and contacts

16. Staff suggestions:

Any concerns from operators/staff.

20 Management Review

20.1 Review Frequency

Top management shall review the QMS once every twelve (12) months to assess and ensure the continuing suitability, adequacy and effectiveness of the QMS.

Management review(s) shall be included in the internal audit schedule.

20.2 Review Participants

Management review participants shall include:

- CAO
- Operations & Facilities Manager
- Environmental Superintendent (QMS Representative)
- Overall Responsible Operator
- Operator In Charge (Water Distribution System)

The Operations & Facilities Manager may include other personnel at his discretion.

Attendees shall be notified of the management review meeting by e-mail and/or internal memo.

20.3 Review Input

The QMS Representative and the Secretary/Receptionist shall provide a summary of the following information in a suitable format to the management review meeting attendees at least seven (7) days prior to the meeting:

- Incidents of regulatory non-compliance.
- Incidents of adverse drinking-water tests.
- Deviations from critical control-point limits and response actions.
- The effectiveness of the risk assessment process.
- Internal and third-party audit results.
- Results of emergency response testing.
- Operational performance.
- Raw water supply and drinking water quality trends.
- Follow-up on action items from previous management reviews.
- The status of management action items identified between reviews.
- Changes that could affect the QMS.

PROCEDURE TITLE: Management Review

REVISION #5

QMS REFERENCE: ELEMENT NO. 20

QMS REPRESENTATIVE: 

- Consumer feedback.
- The resources needed to maintain the QMS.
- The results of the infrastructure review.
- Operational plan currency, content and updates.
- Staff suggestions.

20.4 Review Process

The QMS Representative shall prepare a meeting agenda and distribute the meeting agenda with the management review data.

The management review participants shall review all data presented, and where necessary, identify opportunities for improvements. These may include opportunities for improvement related to the:

- Effectiveness of the QMS and related procedures.
- Ability of the Operating Authority to implement the QMS
- Provision of adequate human and financial resources.
- The level of consumer satisfaction.

For all opportunities identified, the management review participants shall identify action items, personnel responsible for implementing action items and timelines for action items.

Records of management reviews, recommendations, decisions, action items, personnel responsibilities, and timelines shall be forwarded to the Operations & Facilities Executive Committee upon completion for acceptance and then forward to Council (Owner) of the Town of Fort Frances for review and acceptance.

Records shall be maintained by the QMS Representative. The records shall reflect all new action items and any decisions made by the Management Review Team, deficiencies, personnel responsible for action items, and timelines.

**Ministry of the Environment,
Conservation and Parks**

Drinking Water and Environmental
Compliance Division, Northern Region
Thunder Bay District, Kenora Office
808 Robertson Street
Kenora, ON P9N 1X9
Tel.: 807 468-2718
Fax: 807 468-2735

**Ministère de l'Environnement, de la Protection de
la nature et des Parcs**

Division de la conformité en matière d'eau potable
et d'environnement, Direction régionale du Nord
District de Thunder Bay, Bureau de Kenora
808 rue Robertson
Kenora, ON P9N 1X9
Tel. : 807 468-2718
Téléc.: 807 468-2735

March 11, 2020

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

Attention: Craig Miller, Environmental and Facilities Superintendent

Dear Mr. Miller:

Re: Fort Frances Water Treatment Plant Inspection Report (2019/2020)

Please find attached the 2019/2020 municipal water works inspection report. The announced focused inspection was conducted on January 16 and 17, 2020. The time and co-operation of all operators involved was greatly appreciated.

Three non-compliance issues were identified during the inspection. Actions required to address each of these non-compliance issues are included on pages 13 through 14 of the inspection report. Please note that "Actions Required" are linked to incidents of non-compliance with regulatory requirements contained within an Act, a Regulation, or site-specific approvals, licenses, permits, orders, or instructions. Such violations could result in the issuance of mandatory abatement instruments including Orders, tickets, penalties, or referrals to the ministry's Investigations and Enforcement Branch.

Best practice issues and associated recommendations, for the continued improvement of operations of the Fort Frances drinking-water system, are provided on pages 15 and 16 of the inspection report. "*Recommended Actions*" convey information that the owner or operating authority should consider implementing in order to advance efforts already in place to address such issues as emergency preparedness, the fulsome availability of information to consumers, and conformance with existing and emerging industrial standards. Please note that items which appear as recommended actions do not, in themselves, constitute violations.

In order to measure individual inspection results, the Ministry has established an inspection compliance risk framework based on the principles on the Inspection, Investigation & Enforcement (II&E) Secretariat and advice in internal/external risk experts. The Inspection

Summary Rating Record (IRR), included as Appendix B of the inspection report, provides the Ministry, the system owner and the local Public Health Units with a summarized quantitative measure of the drinking water system's annual inspection and regulated water quality testing performance. Please note the attached IRR methodology memo describing how the risk rating model has improved to better reflect the health related and administrative non-compliance found in an inspection report. IRR ratings are published (for the previous inspection year) in the Ministry's Chief Drinking Water Inspector's Annual Report. If you have any questions or concerns regarding the rating, please contact Dave Manol, Drinking Water Program Supervisor, at (807) 627-7632.

Section 19 of the Safe Drinking Water Act (Standard of Care) creates a number of obligations for individuals who exercise decision-making authority over municipal drinking water systems. Please be aware that the Ministry has encouraged such individuals, particularly municipal councilors, to take steps to be better informed about the drinking water systems over which they have decision-making authority. These steps could include asking for a copy of this inspection report and a review of its findings. Further information about Section 19 can be found in "*Taking Care of Your Drinking Water: A guide for members of municipal council*" found under "Resources" on the Drinking Water Ontario website at www.ontario.ca/drinkingwater.

If you have any questions or comments in regards to this inspection, or if you would like to discuss Ontario's drinking water legislation, please contact Carolyn Lacroix at (807) 468-2727.

Sincerely,



Ministry of the Environment, Conservation and Parks
Thunder Bay District, Kenora Office

CL/cl

cc. Northwestern Health Unit
21 Wolsley Street
Kenora, Ontario
P9N 3W7
Attention: Thomas Nabb, Program Manager

cc. Ministry of Natural Resources and Forestry
922 Scott Street
Fort Frances, Ontario
P9A 6S7
Attention: Greg Chapman, District Manager

cc. Ministry of the Environment, Conservation and Parks
435 James Street South
Suite 331
Thunder Bay, Ontario
P7E 6S7

Attention: Dave Manol, Water Supervisor

cc. Thunder Bay District, Kenora Office
File Number: DK DY WI – 540



Ministry of the Environment, Conservation and Parks

**FORT FRANCES DRINKING WATER SYSTEM
Inspection Report**

Site Number:	220000978
Inspection Number:	1-KZ2A8
Date of Inspection:	Jan 20, 2020
Inspected By:	Carolyn Lacroix

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OWNER INFORMATION:

Company Name:	FORT FRANCES, THE CORPORATION OF THE TOWN OF		
Street Number:	320	Unit Identifier:	
Street Name:	PORTAGE Ave		
City:	FORT FRANCES		
Province:	ON	Postal Code:	P9A 3P9

CONTACT INFORMATION

INSPECTION DETAILS:

Site Name:	FORT FRANCES DRINKING WATER SYSTEM
Site Address:	901 COLONIZATION Road East FORT FRANCES ON P9A 3P9
County/District:	FORT FRANCES
MECP District/Area Office:	Kenora Area Office
Health Unit:	NORTHWESTERN HEALTH UNIT
Conservation Authority:	
MNR Office:	Fort Frances District Office
Category:	Large Municipal Residential
Site Number:	220000978
Inspection Type:	Announced
Inspection Number:	1-KZ2A8
Date of Inspection:	Jan 20, 2020
Date of Previous Inspection:	Feb 04, 2019

COMPONENTS DESCRIPTION

Site (Name):	MOE DWS Mapping
Type:	DWS Mapping Point

Sub Type:

Site (Name):	SOURCE
Type:	Source

Sub Type: Surface

Comments:

The raw water supply for the Fort Frances municipal drinking water system is taken from the Rainy River at the outflow of Rainy Lake. The source water is generally of good quality, however it can be subject to elevated levels of colour, turbidity, and dissolved organic carbon.

Source water is gravity-fed into a low-lift pump well located within the plant. It is then drawn through a 630 mm diameter, 190 m long intake line that is equipped at the terminal end with a stainless steel screen. Coarse material is screened at the initial intake point and again through a set of screens within the raw water well.

Site (Name):	TREATED WATER
Type:	Treated Water POE

Sub Type: Pumphouse

Comments:

Three (3) vertical turbine low lift pumps deliver raw water through a common header equipped with alum and soda ash injection points, an in-line mixer, and a flow meter. Alum is added at all times when water is being produced;

soda ash is added only when needed based on the pH of the raw water supply. Polymer is then injected as the water passes into two solids contact clarifiers. The clarifiers are equipped with blow-down devices to remove excess sludge, which is discharged to the municipal sanitary sewer. Clarified water passes through one of four dual media (anthracite coal/sand) filters. Each filter effluent line is monitored for pH and turbidity. Water is disinfected in a baffled contact chamber by the addition of chlorine gas. Soda ash, used for pH adjustment is added to the clearwell, as well as hydrofluosilicic acid. Treated water flows are measured using an in-line flow meter.

Four high lift pumps (rated at 63.1 L/s (2), 94.7 L/s and 126.2 L/s) pressurize treated water as it is directed to the distribution system. Distribution system pressure is also maintained by the elevated storage tank located in the southwest portion of Fort Frances.

A complete description of the treatment system can be found in Drinking Water Works Permit No. 224-201.

Site (Name): DISTRIBUTION (WATER INSPECTION)

Type: Other

Sub Type: Other

Comments:

The Fort Frances distribution system services a population of approximately 8,000 in Town, another 300 people in the neighbouring community of Couchiching First Nation and has one connection to a property in the neighbouring Alberton Township. The distribution system is comprised of ductile steel, cast iron, and PVC piping. The original system was installed in the early 1900's. As older pipes are replaced, PVC piping comprises an increasing proportion of the works. Some sections of the distribution system have been looped at the recommendation of a consulting engineer, however several dead ends still remain. The distribution system is 70.73 kilometres in length and contains 399 fire hydrants.

A 4,500 cubic meter elevated storage tower is located in the southwest portion of the town. A telemetry system is used to maintain water levels in the tower. A paced-to-flow chlorination system injects liquid calcium hypochlorite at the outflow from the storage tower to maintain adequate chlorine residuals in the distribution system.

INSPECTION SUMMARY:

Introduction

- The primary focus of this inspection is to confirm compliance with Ministry of the Environment, Conservation and Parks (MECP) legislation as well as evaluating conformance with ministry drinking water related policies and guidelines during the inspection period. The ministry utilizes a comprehensive, multi-barrier approach in the inspection of water systems that focuses on the source, treatment and distribution components as well as management practices.

This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O.Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA.

This report is based on a "focused" inspection of the system. Although the inspection involved fewer activities than those normally undertaken in a detailed inspection, it contained critical elements required to assess key compliance issues. This system was chosen for a focused inspection because the system's performance met the ministry's criteria, most importantly that there were no deficiencies as identified in O.Reg. 172/03 over the past 3 years. The undertaking of a focused inspection at this drinking water system does not ensure that a similar type of inspection will be conducted at any point in the future.

This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

This announced, focused inspection was conducted on January 16 and 17, 2020, by Water Inspector, Carolyn Lacroix and Acting Water Inspector, Megan Smith. The inspection included a tour of the Drinking Water System (DWS) components, document review and interview with DWS personnel. The inspection review period is the period of time from the date of the previous Ministry of the Environment Conservation and Parks (MECP) inspection conducted on February 4 and 5, 2019, to the date of this inspection, unless otherwise stated.

Text highlighted in bold-type is computer-generated based on yes/no responses to standard questions answered during the inspection. Supporting information, in regular font, has been added by the undersigned Water Inspector to qualify standard responses and to provide additional guidance/information.

Source

- **The owner did not have a harmful algal bloom monitoring plan in place.**

Drinking water systems on a surface water source may experience blue-algal blooms in their source water during the warmer months of the year. The Ministry has previously issued guidance via a letter asking systems to monitor for algal blooms.

The Town of Fort Frances does not currently have an algal bloom monitoring plan in place. To date, the facility has not had any issues with algal blooms.

All updated Municipal Drinking Water Licences will now include harmful algal bloom conditions related to monitoring, sampling and reporting.

Capacity Assessment

- **There was sufficient monitoring of flow as required by the Municipal Drinking Water Licence or Drinking Water Works Permit issued under Part V of the SDWA.**

Conditions 2.1.1 and 2.1.2, Schedule C, Municipal Drinking Water Licence (MDWL) #224-101, requires continuous

Capacity Assessment

measurements and recording of the flow rate and daily volume of raw water flowing into the water treatment plant (WTP) and of treated water flowing from the WTP into the distribution system. The Fort Frances WTP is equipped with one raw water flow meter and one treated water flow meter. This information is recorded into the facility's SCADA monitoring system.

During the inspection review period, there were three occasions where small data gaps (<30 minutes) in both raw and treated data were identified. During these periods; however, the plant was shutdown due to power failure.

- **The owner was in compliance with the conditions associated with maximum flow rate or the rated capacity conditions in the Municipal Drinking Water Licence issued under Part V of the SDWA.**

Condition 1.1, Schedule C, MDWL #224-101, identifies the rated capacity of the Fort Frances WTP as 17,000 m³/day. This represents the maximum daily volume of treated water that is allowed to be directed to the distribution system, from the WTP.

During the review period, the highest volume of treated water pumped to the distribution system, in a single day, was 5260m⁻³, in May of 2019. This represents 31% of the plants rated capacity.

Treatment Processes

- **The owner had ensured that all equipment was installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit.**

During the inspection, ministry staff toured the WTP and the water tower.

The following discrepancy was noted in Schedule A of Drinking Water Works Permit (DWWP) #224-201:

- The alum chemical metering pump is described as "having a calibration cylinder controlled automatically on the basis of the raw water flow". A new chemical metering pump has been installed and the new pump does not have a calibration cylinder. The instrument is now calibrated manually by weighing a sample.

During the next Drinking Water Works Permit and Municipal Drinking Water License renewal, the above item is to be updated.

- **The owner/operating authority was in compliance with the requirement to prepare Form 1 documents as required by their Drinking Water Works Permit during the inspection period.**

Municipal Water Works Permit (MWWP) # 224-201 allows for the Fort Frances drinking water system to be altered by adding, modifying, replacing or extending a watermain within the distribution system if certain conditions are met. These conditions are outlined in MWWP, Schedule B, section 3.0(3.3) and includes the requirement for all work to be recorded on a "Form 1 - Record of Watermains Authorized as a Future Alteration", prior to the watermain, addition, modification.

During the inspection review period, one form 1 was completed for the following work:

Second Street East:

- 194m of 150mm PVC VM installed on Second Street East between Portage Avenue and Victoria Avenue.
- 32m of 200mm & 24m of 400mm PVC VM installed in the intersection of Second Street & Victoria Avenue.

Erin Crescent:

- 340m of 150mm PVC VM installed on Erin Crescent connecting to existing 150mm stubs on Kaitlyn Drive.

During the inspection, it was confirmed that the Form 1 document was prepared when required and in accordance with their Drinking Water Works Permit.

- **Records indicated that the treatment equipment was operated in a manner that achieved the design capabilities required under Ontario Regulation 170/03 or a Drinking Water Works Permit and/or Municipal Drinking Water Licence issued under Part V of the SDWA at all times that water was being supplied to consumers.**

Treatment Processes

In accordance with O. Reg. 170/03, Schedule 1-2(2), surface water systems must have chemically assisted filtration and disinfection and achieve an overall performance of at least a 2-log (99%) removal/inactivation of *Cryptosporidium* oocysts, a 3-log (99.9%) removal/inactivation of *Giardia* cysts, and a 4-log (99.99%) removal/inactivation of viruses, by the time the water is delivered to the first consumer. The Fort Frances WTP achieves the above performance criteria using conventional treatment consisting of coagulation, flocculation, sedimentation filtration, and chlorine disinfection.

Trends on the SCADA system were reviewed to ensure that minimum chlorine residuals were met continuously. Under worst case conditions (temp 0.5 degrees Celsius, pH 7.5, clear-well level 60% capacity, treated water flow 17000 cubic meters per day), the plant must maintain their chlorine residual above 0.85 mg/L. Records reviewed during the inspection confirmed that the system was providing the required level of treatment throughout the inspection review period. If the treated water chlorine residual dropped below the alarm set point, the high lift pumps will shut down and stop the flow of water to the distribution system.

Monthly turbidity summaries were reviewed to ensure that the filtered water turbidity was less than or equal to 0.3 NTU in 95% of the measurements taken each month. This was met throughout the inspection review period.

- **Records confirmed that the water treatment equipment which provides chlorination or chloramination for secondary disinfection purposes was operated so that at all times and all locations in the distribution system the chlorine residual was never less than 0.05 mg/l free or 0.25 mg/l combined.**

Distribution chlorine levels must be maintained at or above 0.05 mg/L at all times. The lowest recorded chlorine level in the distribution system during the inspection review period was 0.33 mg/L. This reading was recorded with a handheld colorimeter, on August 21, 2019, at the facilities water storage tower.

- **Where an activity has occurred that could introduce contamination, all parts of the drinking water system were not disinfected in accordance with Schedule B, Condition 2.3 of the Drinking Water Works Permit.**

Municipal Water Works Permit (MWWP) # 224-201, Schedule B, Condition 2.3 requires all parts of the drinking water system in contact with drinking water which are: added, modified, replaced, extended, or taken out of service for inspection, repair or other activities that lead to contamination, shall be disinfected before being put into service in accordance with the ministry's Watermain Disinfection Procedure.

During the inspection review period, Bay City Contracting performed work on the distribution system, on behalf of the DWS owner. Prior to bringing the affected portion of the distribution system back into service, disinfection was required; however, since disinfection records were not maintained, the undersigned officer could not confirm that the appropriate disinfection procedure was followed.

Treatment Process Monitoring

- **Primary disinfection chlorine monitoring was conducted at a location approved by Municipal Drinking Water Licence and/or Drinking Water Works Permit issued under Part V of the SDWA, or at/near a location where the intended CT has just been achieved.**

The treated water chlorine residual is monitored by a continuous analyzer at the point where treated water enters the distribution system.

- **Continuous monitoring of each filter effluent line was being performed for turbidity.**

O. Reg. 170/03, Section 7-3(2)(b) requires the owner of the system to ensure that sampling and testing for turbidity is carried out by continuous monitoring equipment on each filter effluent line.

All four filters in the WTP are equipped with turbidity analyzers. Continuous turbidity data from each filter is printed daily, reviewed by operators and filed in the WTP office.

During the inspection review period, there were 5 occurrences where a data gap was observed. For each occurrence, the treatment logbook confirmed that the plant was not running during this time.

Treatment Process Monitoring

- **The secondary disinfectant residual was not measured as required for the distribution system.**

O.Reg 170, Section 7-2(3) requires that the owner and operating authority of a large municipal residential system that provides secondary disinfection shall ensure that at least seven (7) distribution samples are taken each week in accordance with subsection (4). For systems which provide chlorination, samples must be tested immediately for free chlorine residual.

During the review period, a daily distribution chlorine residual was taken from the water tower and the result documented in the water tower log book except for on July 5, 2019 and December 28, 2019. On these days, the operator made an entry in the log book that they were at the water tower; however, a distribution chlorine residual was not recorded.

- **Operators were examining continuous monitoring test results and they were examining the results within 72 hours of the test.**

Daily, operators review continuous treated water chlorine residual data, for the previous 24 hours, off the circle chart recorder and filter effluent turbidity from a printout of each filter's continuous data, for the previous 24 hour period. In addition, the trending for these parameters are reviewed on the facility's SCADA system, every 24 hours. The operations manual has a standard operating procedure for "Reviewing Continuous Monitoring Turbidity Test Results."

- **All continuous monitoring equipment utilized for sampling and testing required by O. Reg. 170/03, or Municipal Drinking Water Licence or Drinking Water Works Permit or order, were equipped with alarms or shut-off mechanisms that satisfy the standards described in Schedule 6.**

Currently, the alarm set points for chlorine and turbidity are as follows:

- Final Effluent Low Chlorine Alarm = 1.4 mg/L - If final effluent chlorine levels drop below this set point, an alarm will sound immediately and the high lift pumps will shut down. The system will run off of the water tower.
- Final Effluent High Chlorine Alarm = 3.2 mg/L - calls out operator on duty.
- Filter Effluent Turbidity High Alarm = 0.3 NTU - plant alarm sounds, if the filter effluent turbidity continues to exceed the set point for more than 10 min, the filter that is exceeding will shut down and a call out will be made to the on-call operator.
- Filter Effluent Turbidity High High Alarm = 0.80 NTU - plant immediately alarms, calls out the on-call operator and filter shuts down.
- Filter Effluent Turbidity Low Alarm = - 0.01 mg/L.

- **Continuous monitoring equipment that was being utilized to fulfill O. Reg. 170/03 requirements was performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O. Reg. 170/03 and recording data with the prescribed format.**

Final effluent chlorine residuals and filter effluent turbidity from of each filter, are read and recorded in the SCADA system every 60 seconds. Final effluent chlorine residuals are also documented on a chart recorder.

Daily, the SCADA system prints out a summary of all the filter effluent turbidity data. Based on the data collected, every 15 minutes, the mean, maximum and average values of the previous 15 minutes of data are recorded.

During the inspection, it was confirmed that the minimum testing and recording frequency was met for the inspection review period.

- **All continuous analysers were calibrated, maintained, and operated, in accordance with the manufacturer's instructions or the regulation.**

Treatment Process Monitoring

O. Reg. 170/03, section 6-5(1)8, requires that the continuous monitoring equipment must be checked and calibrated in accordance with the manufacturer's instructions.

The Rosemont Chlorine Residual Analyzer is used to continuously monitor the treated water chlorine residual. The instruction manual for this instrument does not state how frequently the instrument is to be calibrated; therefore, O. Reg. 170/03, Schedule 6, section 6-5(1)10 applies. This section requires that the instrument be checked and calibrated as frequently as necessary to ensure that the margin of error for free chlorine residual test results are within 0.05 mg/L, if the concentrations usually measured by the equipment are less than or equal to 1.0 mg/L, and proportionally higher if the concentrations usually measured are greater than 1.0 mg/L.

Documentation shows that the analyzer was last calibrated by an outside party on August 20, 2019 and had been previously calibrated on August 23, 2018. In addition, manual chlorine residuals are taken daily and compared to the on-line analyzer. If the analyzer starts to drift, an in-house calibration is completed.

Rosemount Clarity II Turbidity Analyzers are used to continuously monitor the filter effluent turbidity on each filter. The instruction manual, for these instruments requires that they be calibrated annually. Documentation shows that the filter 1, 3 and 4 turbidity analyzers were calibrated on August 20, 2019 and had been previously calibrated on August 23, 2018 (filter #2 was not calibrated because it is currently off-line and there are no plans to bring it back on-line at this time). In addition, in-house calibrations of the # 1, 3 and 4 filter effluent turbidity analyzers are completed monthly.

Operations Manuals

- **The operations and maintenance manuals contained plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.**

O.Reg 128/04, Section 28 requires that the owner or operating authority ensure that operators and maintenance personnel in the subsystem have ready access to the comprehensive operations and maintenance manuals that contain plans, drawings and process descriptions sufficient for the safe and efficient operation of the subsystem.

The facility's Operations and Maintenance Manual is located in at the WTP, readily accessible to all operators and contains all information required by O.Reg 128/04, s.28.

- **The operations and maintenance manuals met the requirements of the Drinking Water Works Permit and Municipal Drinking Water Licence issued under Part V of the SDWA.**

Logbooks

- **Records or other record keeping mechanisms confirmed that operational testing not performed by continuous monitoring equipment was being done by a certified operator, water quality analyst, or person who suffices the requirements of O. Reg. 170/03 7-5.**

During the review period, only certified operators operated the water treatment plant and the distribution system.

Security

- **The owner had provided security measures to protect components of the drinking water system.**

Security measures provided at the WTP include:

- "No Trespassing" signs;
- alarm system; and
- locked doors when employees are not present.

Security measures provided at the water tower include:

- "No Trespassing" signs; and

Security

- a fence around the water tower that is gated and locked
There are a limited number of keys available for the WTP and the water tower.

Certification and Training

- **The overall responsible operator had been designated for each subsystem.**

The Fort Frances WTP is a Class 3 subsystem and the distribution system is a Class 2 subsystem.

Two operators operated as the ORO for both the WTP and distribution system during the inspection review period. Both ORO's hold a valid class 3 certificate for water treatment subsystem and a Class 2 certificate for the distribution system. The ORO for the WTP and distribution system is listed in each logbook daily.

During a review of the distribution daily logbook, it was noted that there were no entries made (i.e. no operator was identified) on the following dates:

- February 10, 2019
- February 16 and 17, 2019

This non-compliance, failure to identify ORO on a weekend, was identified and required action as a result of the 2018-19 Inspection. The 2018-19 inspection report was sent to the DWS owner on February 28, 2019, since this date, this non-compliance has since been corrected.

- **Operators-in-charge had been designated for all subsystems which comprised the drinking water system.**

Only operators with the appropriate level of certification were designated as the OIC for the review period. The OIC's for both the WTP and distribution system are listed in the WTP and distribution logbook daily.

- **All operators possessed the required certification.**
- **Only certified operators made adjustments to the treatment equipment.**

Water Quality Monitoring

- **All microbiological water quality monitoring requirements for distribution samples were being met.**

O. Reg. 170/03, Schedule 10, section 10-2 requires owners and operating authorities of DWS's that serve 100,000 people or fewer to ensure that at least eight distribution samples plus one additional distribution sample for every 1,000 people served by the system are taken each month.

At least one of the samples must be taken each week. The samples must be tested for E. coli and total coliform bacteria with at least 25% of the required samples to be tested for general bacteria measured using heterotrophic plate counts (HPC).

The Fort Frances DWS serves a population of approximately 8,000 people; therefore, at least 16 distribution samples must be taken every month. This requirement was met throughout the inspection review period.

- **All microbiological water quality monitoring requirements for treated samples were being met.**

Section 10-3, O. Reg. 170/03, requires drinking water system owners to ensure that at least one treated water sample is taken every week (from the point of entry to the distribution system) and is tested for total coliform bacteria, E. coli, and HPC bacteria. Samples must be taken at least 5 days and not more than 10 days from when the previous weekly treated water sample was taken.

This requirement was met throughout the inspection review period

Water Quality Monitoring

- **All inorganic water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

Treated water samples must be taken at least once every 12 months (+/- 30 days from the anniversary of the previous sampling date) and tested for the inorganic parameters listed in O. Reg. 170/03, Schedule 23. These parameters were last sampled for on March 12, 2019, and had been previously sampled on March 6, 2018.

- **All organic water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

Treated water samples must be taken at least once every 12 months (+/- 30 days from the anniversary of the previous sampling date) and tested for organic parameters listed in O. Reg. 170/03, Schedule 24. These parameters were last sampled for on March 12, 2019, and had been previously sampled on March 6, 2018.

- **All haloacetic acid water quality monitoring requirements prescribed by legislation are being conducted within the required frequency and at the required location.**

In accordance with section 13-6.1, Schedule 13, O. Reg. 170/03, a sample from the distribution system or plumbing is required to be taken and tested for Haloacetic acid (i.e. HAAs) once in each calendar quarter, from a location that is likely to have an elevated potential for the formation of HAA's. During the inspection review period, HAA samples were collected from the water tower in each calendar quarter.

- **All trihalomethane water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location.**

In accordance with section 13-6, Schedule 13, O. Reg. 170/03, a sample from the distribution system or plumbing is required to be taken and tested for Trihalomethanes (i.e. THMs) once in each calendar quarter, from a location that is likely to have an elevated potential for the formation of THM's. During the inspection review period, THM samples were collected from the water tower, in each calendar quarter. The running annual average THM concentration at the time of the inspection was 75.64 ug/L, the maximum acceptable concentration is 100 ug/L.

- **All nitrate/nitrite water quality monitoring requirements prescribed by legislation were conducted within the required frequency for the DWS.**

Treated water samples must be taken every three months for analysis of nitrate and nitrite, in accordance with O.Reg. 170/03, Schedule 13, section 13-7. During the inspection review period, samples were collected in each calendar quarter. All nitrate and nitrite samples were collected from the WTP at the point of entry to the distribution system. All samples met the requirements listed above.

- **All sodium water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

Sodium samples must be collected from the WTP at the point of entry to the distribution system at least once every 60 months to meet the requirements of O. Reg. 170/03, Schedule 13, section 13-8. A sodium sample was last collected from the Fort Frances WTP on March 9, 2015 and the result was 16.4 mg/L. It had been previously sampled on March 8, 2010.

- **The required daily samples were being taken at the end of the fluoridation process.**

Schedule 7, section 7-4 of O. Reg. 170/03 requires that if a drinking water system provides fluoridation, the owner of the system and the operating authority for the system shall ensure that a water sample is taken at the end of the fluoridation process at least once every day and is tested for fluoride. Fluoride residuals were being recorded daily by operators. Fluoride is monitored by a continuous analyzer at the same location as the treated water chlorine analyzer, after treatment, prior to water leaving the plant.

During the review period, the highest observed fluoride residual observed from the daily recording of fluoride residual was 0.79 mg/L. The limit for fluoride is 1.5 mg/L.

Water Quality Monitoring

- **All water quality monitoring requirements imposed by the MDWL or DWWP issued under Part V of the SDWA were being met.**
Suspended solids are required to be monitored quarterly at the point of discharge to the Rainy River. Records indicate that manual composite samples were collected quarterly during the inspection review period and were tested for suspended solids.
- **Records confirmed that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained.**

Water Quality Assessment

- **Records did not show that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O.Reg. 169/03).**
During the inspection review period, the DWS had one (1) adverse water quality incident (AWQI), for the presence of Total Coliforms (TC) which occurred on February 27, 2019. This sample result exceeded the Ontario Drinking Water Quality Standards, Schedule 1, Microbiological Samples. The incident was documented into the ministry's database as AWQI # 144882.

Reporting & Corrective Actions

- **Corrective actions (as per Schedule 17) had been taken to address adverse conditions, including any other steps that were directed by the Medical Officer of Health.**
A review of the ministry's incident report for AWQI # 144882 mentioned above confirmed that operators met all of the corrective action requirements of O.Reg 170/03, Section 17-6 (presence of total coliforms).
- **All required notifications of adverse water quality incidents were immediately provided as per O. Reg. 170/03 16-6.**
A review of the ministry's incident report for AWQI # 144882 confirmed that the operator reported the adverse test result as required by O.Reg 170/03, section 16-1(1). The incident was immediately reported to both the ministry's Spills Action Centre and the Medical Officer of Health.
- **Where required continuous monitoring equipment used for the monitoring of chlorine residual and/or turbidity triggered an alarm or an automatic shut-off, a qualified person responded in a timely manner and took appropriate actions.**
On average, it takes an operator approximately 10 minutes to respond to an alarm call out. Only certified operators responded to alarms during the inspection review period.

Other Inspection Findings

- **The following instance(s) of non-compliance were also noted during the inspection:**
Section 26 of O. Reg 128/04 (Certification of Drinking Water System Operators and Water Quality Analysts) outlines the responsibilities of an Operator-in-Charge (OIC). A review of the distribution logbook found that more than one operator was recorded as OIC during the same operating shift, for the same subsystem. Although more than one OIC can be designated for one operating shift, each OIC must have separated areas of responsibility. On days when more than one OIC was designated for the distribution system, the logbook entries did not include information identifying different areas of responsibility. Having multiple OICs for the same process area leads to a lack of clarity around which operator is in charge and who can give instruction to other operators.

Other Inspection Findings

- **The following issues were also noted during the inspection:**

1.) The facility utilizes a daily turbidity print out report, whereby they review the previous 24 hours of data each day. This is one of the ways in which operators demonstrate that they are continuously examining test results within 72 hours after tests are conducted, as required by O. Reg. 170/03, section 6-5(1)3. Once operators have completed their review, the print out is signed and dated.

A review of the daily turbidity reports identified that, on occasion, operators did not identify anomalies such as turbidity spikes and data gaps on the reports, nor were the anomalies linked back to the logbook. If anomalies are not identified, it cannot be confirmed that the data is being reviewed.

2.) During the inspection, it was identified that on September 29, 2019, an operator responded to an alarm; however, the operator did not identify the reason for the alarm in the logbook.

3.) MDWL # 224-10, Schedule B, Section 16.2.3 requires that a description of the process used to achieve primary and secondary disinfection within the drinking water system, be included in the facility's Operations and Maintenance Manual. During a review of this manual, it was determined that although the facility has included a copy of the CT calculations, the manual lacked a detailed description of all the processes the facility uses to achieve primary disinfection (i.e. chemically assisted filtration in combination with chlorination).

4.) The facility's Monthly Turbidity Report provides a daily summary of backwash run time for each filter, as well as a total monthly summary of backwash run time for each filter. A review of these reports identified, that on occasion, the daily backwash run time did not add up to the monthly backwash run time total. This observation was brought forward to operating staff, who verified that the daily backwash run time data in the table is correct; however, the monthly totals are sometimes incorrect.

- **The following items are noted as being relevant to the Drinking Water System:**

O. Reg. 170/03, Section 13-6.1 requires at least one distribution sample be taken in each calendar quarter, from a point in the drinking water system's distribution system or plumbing that is connected to the drinking water system, that is likely to have an elevated potential for the formation of haloacetic acids.

On May 9, 2018, the ministry sent a letter to all municipal drinking water system owners clarifying the ministry's guidance for HAA sampling. This letter suggested that in each year leading up to implementation of the HAA standard, HAA's be sampled annually from different locations (i.e. beginning, middle and end of distribution system) in order to characterize the HAA's throughout the distribution system.

A review of the quarterly HAA sampling from 2017-2019 confirms that HAA samples were taken from various locations throughout the distribution system and the greatest formation of HAAs, was observed at facility's Water Tower.

NON-COMPLIANCE WITH REGULATORY REQUIREMENTS AND ACTIONS REQUIRED

This section provides a summary of all non-compliance with regulatory requirements identified during the inspection period, as well as actions required to address these issues. Further details pertaining to these items can be found in the body of the inspection report.

1. **Where an activity has occurred that could introduce contamination, all parts of the drinking water system were not disinfected in accordance with Schedule B, Condition 2.3 of the Drinking Water Works Permit.**

Municipal Water Works Permit (MWWP) # 224-201, Schedule B, Condition 2.3 requires all parts of the drinking water system in contact with drinking water which are: added, modified, replaced, extended, or taken out of service for inspection, repair or other activities that lead to contamination, shall be disinfected before being put into service in accordance with the ministry's Watermain Disinfection Procedure.

During the inspection review period, Bay City Contracting performed work on the distribution system, on behalf of the DWS owner. Prior to bringing the affected portion of the distribution system back into service, disinfection was required; however, since disinfection records were not maintained, the undersigned officer could not confirm that the appropriate disinfection procedure was followed.

Action(s) Required:

Effective immediately, the owner and operating authority shall ensure that all information required by Section 4.0 of the Watermain Disinfection Procedure, is recorded when performing maintenance and repair activities as per section 1.4 and 3 of the procedure. Specifically, information pertaining to disinfection is to include:

- if post-repair flushing has taken place
 - for Category 2 - Special Cases, include site specific plan. If chlorine disinfection was used, indicate initial concentration, contact time, final concentration and final concentration as percentage of initial concentration
 - Disinfectant residual on final post repair flushing. If final disinfectant residual is less than 0.2 mg/L free chlorine
- By no later than March 31, 2020, the operating authority shall submit to the undersigned water inspector, a written procedure which details how they will ensure that the information outlined in Section 4, of the Watermain Disinfection Procedure, is documented, including when the work and disinfection is performed by an outside company.

2. **The secondary disinfectant residual was not measured as required for the distribution system.**

O.Reg 170, Section 7-2(3) requires that the owner and operating authority of a large municipal residential system that provides secondary disinfection shall ensure that at least seven (7) distribution samples are taken each week in accordance with subsection (4). For systems which provide chlorination, samples must be tested immediately for free chlorine residual.

During the review period, a daily distribution chlorine residual was taken from the water tower and the result documented in the water tower log book except for on July 5, 2019 and December 28, 2019. On these days, the operator made an entry in the log book that they were at the water tower; however, a distribution chlorine residual was not recorded.

Action(s) Required:

Effective immediately, the owner shall ensure that distribution chlorine residuals are taken and the result recorded, in accordance with O. Reg. 170, Section 7-2(3).

3. **The following instance(s) of non-compliance were also noted during the inspection:**

Section 26 of O. Reg 128/04 (Certification of Drinking Water System Operators and Water Quality Analysts) outlines the responsibilities of an Operator-in-Charge (OIC). A review of the distribution logbook found that more than one operator was recorded as OIC during the same operating shift, for the same subsystem. Although more than one

OIC can be designated for one operating shift, each OIC must have separated areas of responsibility. On days when more than one OIC was designated for the distribution system, the logbook entries did not include information identifying different areas of responsibility. Having multiple OICs for the same process area leads to a lack of clarity around which operator is in charge and who can give instruction to other operators.

Action(s) Required:

By March 31, 2020, the owner of the Fort Frances Drinking Water System shall submit to the undersigned officer a written procedure detailing how they will address the issue concerning multiple OIC's being designated in the distribution system, during the same operating shift. The written response is to include a procedure that:

1. details how it will be determined who is designated as OIC
2. If multiple OIC's are designated during the same operating shift, how it will be ensured that the responsibility of the OIC can be identified by other operators and verified by the ministry

SUMMARY OF RECOMMENDATIONS AND BEST PRACTICE ISSUES

This section provides a summary of all recommendations and best practice issues identified during the inspection period. Details pertaining to these items can be found in the body of the inspection report. In the interest of continuous improvement in the interim, it is recommended that owners and operators develop an awareness of the following issues and consider measures to address them.

1. The owner did not have a harmful algal bloom monitoring plan in place.

Drinking water systems on a surface water source may experience blue-algal blooms in their source water during the warmer months of the year. The Ministry has previously issued guidance via a letter asking systems to monitor for algal blooms.

The Town of Fort Frances does not currently have an algal bloom monitoring plan in place. To date, the facility has not had any issues with algal blooms.

Recommendation:

It is recommended that the operating authority develop a plan for monitoring algal blooms. Harmful algal bloom (HAB) plans may include details relating to: 1.) visual monitoring of HABs at or near the drinking water system intake(s), 2.) details relating to visual monitoring of shoreline or drinking water systems where the proximity of the intake(s) may be of concern; 3.) details relating to reporting the observed or suspected HAB; 4.) a sampling plan, including the identification of sample location(s) and frequencies and triggers that may increase the sampling frequency, and 5.) up-to-date records documenting staff training on the HAB monitoring, reporting and sampling procedures.

2. The following issues were also noted during the inspection:

1.) The facility utilizes a daily turbidity print out report, whereby they review the previous 24 hours of data each day. This is one of the ways in which operators demonstrate that they are continuously examining test results within 72 hours after tests are conducted, as required by O. Reg. 170/03, section 6-5(1)3. Once operators have completed their review, the print out is signed and dated.

A review of the daily turbidity reports identified that, on occasion, operators did not identify anomalies such as turbidity spikes and data gaps on the reports, nor were the anomalies linked back to the logbook. If anomalies are not identified, it cannot be confirmed that the data is being reviewed.

2.) During the inspection, it was identified that on September 29, 2019, an operator responded to an alarm; however, the operator did not identify the reason for the alarm in the logbook.

3.) MDWL # 224-10, Schedule B, Section 16.2.3 requires that a description of the process used to achieve primary and secondary disinfection within the drinking water system, be included in the facility's Operations and Maintenance Manual. During a review of this manual, it was determined that although the facility has included a copy of the CT calculations, the manual lacked a detailed description of all the processes the facility uses to achieve primary disinfection (i.e. chemically assisted filtration in combination with chlorination).

4.) The facility's Monthly Turbidity Report provides a daily summary of backwash run time for each filter, as well as a total monthly summary of backwash run time for each filter. A review of these reports identified, that on occasion, the daily backwash run time did not add up to the monthly backwash run time total. This observation was brought forward to operating staff, who verified that the daily backwash run time data in the table is correct; however, the monthly totals are sometimes incorrect.

Recommendation:

1.) It is recommended that operators document any abnormalities found in the daily turbidity print out reports, on the daily turbidity print out reports, to demonstrate that are reviewing this data and ensuring an explanation for the abnormality had been provided i.e. linking data gap back to entry in log book. The purpose of reviewing this data is to ensure that the plant is alarming and recording data as it should.

2.) As required by O. Reg. 128/04, section 26(5), the operator shall document any unusual or abnormal conditions

that were observed in the subsystem during the shift, any action taken, and conclusions drawn from the observations. It is recommended that operators review the necessary information they are to document in response to an alarm, including:

- the time of the alarm
- when operator responded
- the reason for the alarm
- observations made
- any action taken

3.) It is recommended that the facility update their Operations and Maintenance Manual, to include a description of the processes used to achieve primary disinfection. The process is to include what is required to achieve both chemically assisted filtration and chlorination.

4.) It is recommended that the DWS owner make the necessary corrections to the Monthly Turbidity Report so that the backwash run time summaries are calculated accurately.

SIGNATURES

Inspected By:

Carolyn Lacroix

Signature: (Provincial Officer)



Reviewed & Approved By:

Dave Manol

Signature: (Supervisor)



Review & Approval Date: March 11, 2020

Note: This inspection does not in any way suggest that there is or has been compliance with applicable legislation and regulations as they apply or may apply to this facility. It is, and remains, the responsibility of the owner and/or operating authority to ensure compliance with all applicable legislative and regulatory requirements.

Key Reference Materials

Key Reference and Guidance Material for Municipal Residential Drinking Water Systems

Many useful materials are available to help you operate your drinking water system. Below is a list of key materials owners and operators of municipal residential drinking water systems frequently use.

To access these materials online click on their titles in the table below or use your web browser to search for their titles. Contact the Public Information Centre if you need assistance or have questions at 1-800-565-4923/416-325-4000 or picemail.moe@ontario.ca.

For more information on Ontario's drinking water visit www.ontario.ca/drinkingwater and email drinking.water@ontario.ca to subscribe to drinking water news.



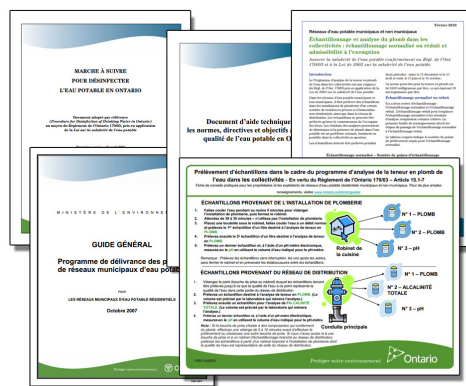
PUBLICATION TITLE	PUBLICATION NUMBER
Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils	7889e01
FORMS: Drinking Water System Profile Information, Laboratory Services Notification, Adverse Test Result Notification Form	7419e, 5387e, 4444e
Procedure for Disinfection of Drinking Water in Ontario	4448e01
Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids	7152e
Total Trihalomethane (TTHM) Reporting Requirements Technical Bulletin (February 2011)	8215e
Filtration Processes Technical Bulletin	7467
Ultraviolet Disinfection Technical Bulletin	7685
Guide for Applying for Drinking Water Works Permit Amendments, Licence Amendments, Licence Renewals and New System Applications	7014e01
Certification Guide for Operators and Water Quality Analysts	
Guide to Drinking Water Operator Training Requirements	9802e
Taking Samples for the Community Lead Testing Program	6560e01
Community Sampling and Testing for Lead: Standard and Reduced Sampling and Eligibility for Exemption	7423e
Guide: Requesting Regulatory Relief from Lead Sampling Requirements	6610
Drinking Water System Contact List	7128e
Technical Support Document for Ontario Drinking Water Quality Standards	4449e01

ontario.ca/drinkingwater

Principaux guides et documents de référence sur les réseaux résidentiels municipaux d'eau potable

De nombreux documents utiles peuvent vous aider à exploiter votre réseau d'eau potable. Vous trouverez ci-après une liste de documents que les propriétaires et exploitants de réseaux résidentiels municipaux d'eau potable utilisent fréquemment.

Pour accéder à ces documents en ligne, cliquez sur leur titre dans le tableau ci-dessous ou faites une recherche à l'aide de votre navigateur Web. Communiquez avec le Centre d'information au public au 1 800 565-4923 ou au 416 325-4000, ou encore à picemail.moe@ontario.ca si vous avez des questions ou besoin d'aide.



Pour plus de renseignements sur l'eau potable en Ontario, consultez le site www.ontario.ca/eaupotable ou envoyez un courriel à drinking.water@ontario.ca pour suivre l'information sur l'eau potable.

TITRE DE LA PUBLICATION	NUMÉRO DE PUBLICATION
Prendre soin de votre eau potable – Un guide destiné aux membres des conseils municipaux	7889f01
Renseignements sur le profil du réseau d'eau potable, Avis de demande de services de laboratoire, Formulaire de communication de résultats d'analyse insatisfaisants et du règlement des problèmes	7419f, 5387f, 4444f
Marche à suivre pour désinfecter l'eau potable en Ontario	4448f01
Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids (en anglais seulement)	7152e
Total Trihalomethane (TTHM) Reporting Requirements: Technical Bulletin (février 2011) (en anglais seulement)	8215e
Filtration Processes Technical Bulletin (en anglais seulement)	7467
Ultraviolet Disinfection Technical Bulletin (en anglais seulement)	7685
Guide de présentation d'une demande de modification du permis d'aménagement de station de production d'eau potable, de modification du permis de réseau municipal d'eau potable, de renouvellement du permis de réseau municipal d'eau potable et de permis pour un nouveau réseau	7014f01
Guide sur l'accréditation des exploitants de réseaux d'eau potable et des analystes de la qualité de l'eau de réseaux d'eau potable	
Guide sur les exigences relatives à la formation des exploitants de réseaux d'eau potable	9802f
Prélèvement d'échantillons dans le cadre du programme d'analyse de la teneur en plomb de l'eau dans les collectivités	6560f01
Échantillonnage et analyse du plomb dans les collectivités : échantillonnage normalisé ou réduit et admissibilité à l'exemption	7423f
Guide: Requesting Regulatory Relief from Lead Sampling Requirements (en anglais seulement)	6610
Liste des personnes-ressources du réseau d'eau potable	7128f
Document d'aide technique pour les normes, directives et objectifs associés à la qualité de l'eau potable en Ontario	4449f01

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Inspection Summary Rating Record

Ministry of the Environment - Inspection Summary Rating Record (Reporting Year - 2019-2020)

DWS Name: FORT FRANCES DRINKING WATER SYSTEM
DWS Number: 220000978
DWS Owner: Fort Frances, The Corporation Of The Town Of
Municipal Location: Fort Frances

Regulation: O.REG 170/03
Category: Large Municipal Residential System
Type Of Inspection: Focused
Inspection Date: January 20, 2020
Ministry Office: Kenora Area Office

Maximum Question Rating: 506

Inspection Module	Non-Compliance Rating
Capacity Assessment	0 / 30
Treatment Processes	21 / 81
Operations Manuals	0 / 28
Logbooks	0 / 14
Certification and Training	0 / 42
Water Quality Monitoring	0 / 112
Reporting & Corrective Actions	0 / 66
Other Inspection Findings	0 / 0
Treatment Process Monitoring	21 / 133
TOTAL	42 / 506

Inspection Risk Rating 8.30%

FINAL INSPECTION RATING: 91.70%

Ministry of the Environment - Detailed Inspection Rating Record (Reporting Year - 2019-2020)

DWS Name:	FORT FRANCES DRINKING WATER SYSTEM
DWS Number:	220000978
DWS Owner:	Fort Frances, The Corporation Of The Town Of
Municipal Location:	Fort Frances
Regulation:	O.REG 170/03
Category:	Large Municipal Residential System
Type Of Inspection:	Focused
Inspection Date:	January 20, 2020
Ministry Office:	Kenora Area Office

Non-compliant Question(s)	Question Rating
Other Inspection Findings	
In the event that an issue of non-compliance outside the scope of this inspection protocol is identified, a "No" response may be used if further actions are deemed necessary (and approved by the DW Supervisor) to facilitate compliance.	0
Treatment Process Monitoring	
Is the secondary disinfectant residual measured as required for the distribution system?	21
Treatment Processes	
Are all parts of the drinking water system, including new, or where an activity has occurred that could introduce contamination (e.g: that are taken out of service for inspection, repair), disinfected in accordance with a procedure listed in Schedule B, Condition 2.3 of the Drinking Water Works Permit?	21
TOTAL QUESTION RATING	42

Maximum Question Rating: 506

Inspection Risk Rating	8.30%
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FINAL INSPECTION RATING:	91.70%
---------------------------------	---------------

APPLICATION OF THE RISK METHODOLOGY USED FOR MEASURING MUNICIPAL RESIDENTIAL DRINKING WATER SYSTEM INSPECTION RESULTS



The Ministry of the Environment (MOE) has a rigorous and comprehensive inspection program for municipal residential drinking water systems (MRDWS). Its objective is to determine the compliance of MRDWS with requirements under the Safe Drinking Water Act and associated regulations. It is the responsibility of the municipal residential drinking water system owner to ensure their drinking water systems are in compliance with all applicable legal requirements.

This document describes the risk rating methodology, which has been applied to the findings of the Ministry's MRDWS inspection results since fiscal year 2008-09. The primary goals of this assessment

are to encourage ongoing improvement of these systems and to establish a way to measure this progress.

MOE reviews the risk rating methodology every three years to account for legislative and societal changes that affect acceptable risk levels. As a result of the most recent review, the methodology has been modified to present an improved metric for the evaluation of the risk/safety of MRDWS operations.

The Ministry's Municipal Residential Drinking Water Inspection Protocol contains up to 14 inspection modules and consists of approximately 120 regulatory questions. Those protocol questions are also linked to definitive guidance that

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ministry inspectors use when conducting MRDWS inspections. The questions address a wide range of regulatory issues, from administrative procedures to drinking water quality monitoring. Additionally, the inspection protocol contains a number of non-regulatory questions.

A team of drinking water specialists in the ministry have assessed each of the inspection protocol regulatory questions to determine the risk (not complying with the regulation) to the delivery of safe drinking water. This assessment was based on established provincial risk assessment principles, with each question receiving a risk rating referred to as the Question Risk Rating. Based on the number of areas where a system is deemed to be non-compliant during the inspection, and the significance of these areas to administrative, environmental, and health consequences, a risk-based inspection rating is calculated by the ministry for each drinking water system.

It is important to be aware that an inspection rating that is less than 100 per cent does not mean that the drinking water from the system is unsafe. It shows areas where a system’s operation can improve. To that end, the ministry works with owners and operators of systems to make sure they know what they need to do to achieve full compliance.

The inspection rating reflects the inspection results of the specific drinking water system for the reporting year. Since the methodology is applied consistently over a period of years, it serves as a comparative measure both provincially and in relation to the individual system. Both the drinking water system and the public are able to track the performance over time, which encourages continuous improvement and allows systems to identify specific areas requiring attention.

The ministry’s annual inspection program is an important aspect of our drinking water safety net. The ministry and its partners share a common commitment to excellence and we continue to work toward the goal of 100 per cent regulatory compliance.

Determining Potential to Compromise the Delivery of Safe Water

The risk management approach used for MRDWS is aligned with the Government of Ontario’s Risk Management Framework. Risk management is a systematic approach to identifying potential hazards; understanding the likelihood and consequences of the hazards; and taking steps to reduce their risk if necessary and as appropriate.

The Risk Management Framework provides a formula to be used in the determination of risk:

RISK = LIKELIHOOD × CONSEQUENCE
(of the consequence)

Every regulatory question in the inspection protocol possesses a likelihood value (L) for an assigned consequence value (C) as described in **Table 1** and **Table 2**.

TABLE 1:	
Likelihood of Consequence Occurring	Likelihood Value
0% - 0.99% (Possible but Highly Unlikely)	L = 0
1 – 10% (Unlikely)	L = 1
11 – 49% (Possible)	L = 2
50 – 89% (Likely)	L = 3
90 – 100% (Almost Certain)	L = 4

TABLE 2:	
Consequence	Consequence Value
Medium Administrative Consequence	C = 1
Major Administrative Consequence	C = 2
Minor Environmental Consequence	C = 3
Minor Health Consequence	C = 4
Medium Environmental Consequence	C = 5
Major Environmental Consequence	C = 6
Medium Health Consequence	C = 7
Major Health Consequence	C = 8

The consequence values (0 through 8) are selected to align with other risk-based programs and projects currently under development or in use within the ministry as outlined in **Table 2**.

The Question Risk Rating for each regulatory inspection question is derived from an evaluation of every identified consequence and its corresponding likelihood of occurrence:

- All levels of consequence are evaluated for their potential to occur
- Greatest of all the combinations is selected.

The Question Risk Rating quantifies the risk of non-compliance of each question relative to the others. Questions with higher values are those with a potentially more significant impact on drinking water safety and a higher likelihood of occurrence. The highest possible value would be 32 (4×8) and the lowest would be 0 (0×1).

Table 3 presents a sample question showing the risk rating determination process.

TABLE 3:							
Does the Operator in Charge ensure that the equipment and processes are monitored, inspected and evaluated?							
Risk = Likelihood × Consequence							
C=1	C=2	C=3	C=4	C=5	C=6	C=7	C=8
Medium Administrative Consequence	Major Administrative Consequence	Minor Environmental Consequence	Minor Health Consequence	Medium Environmental Consequence	Major Environmental Consequence	Medium Health Consequence	Major Health Consequence
L=4 (Almost Certain)	L=1 (Unlikely)	L=2 (Possible)	L=3 (Likely)	L=3 (Likely)	L=1 (Unlikely)	L=3 (Likely)	L=2 (Possible)
R=4	R=2	R=6	R=12	R=15	R=6	R=21	R=16

Application of the Methodology to Inspection Results

Based on the results of a MRDWS inspection, an overall inspection risk rating is calculated. During an inspection, inspectors answer the questions that relate to regulatory compliance and input their responses as “yes”, “no” or “not applicable” into the Ministry’s Laboratory and Waterworks Inspection System (LWIS) database. A “no” response indicates non-compliance. The maximum number of regulatory questions asked by an inspector varies by: system (i.e., distribution, stand-alone), type of inspection (i.e., focused, detailed), and source type (i.e., groundwater, surface water).

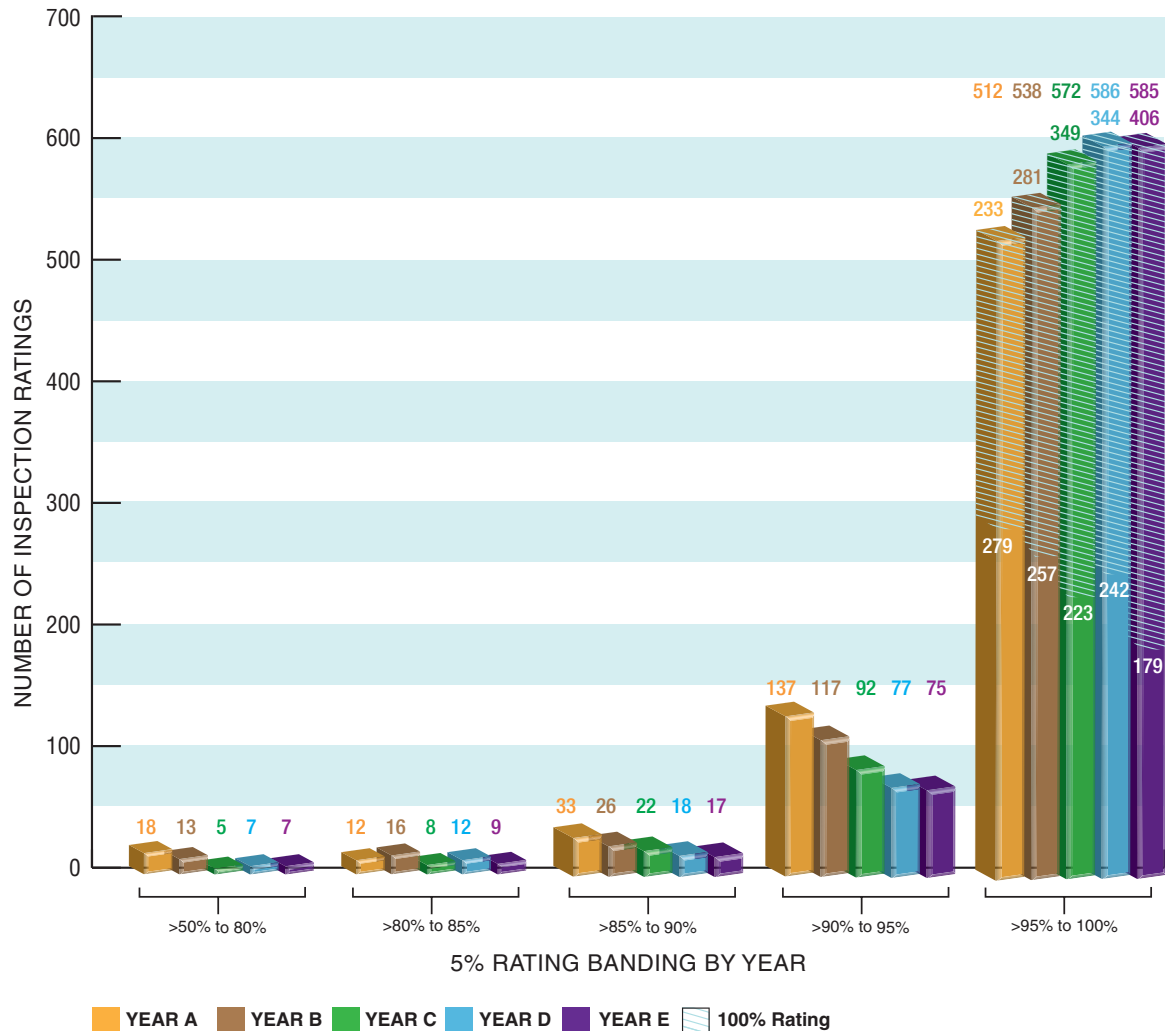
The risk ratings of all non-compliant answers are summed and divided by the sum of the risk ratings of all questions asked (maximum question rating). The resulting inspection risk rating (as a percentage) is subtracted from 100 per cent to arrive at the final inspection rating.

Application of the Methodology for Public Reporting

The individual MRDWS Total Inspection Ratings are published with the ministry’s Chief Drinking Water Inspector’s Annual Report.

Figure 1 presents the distribution of MRDWS ratings for a sample of annual inspections. Individual drinking water systems can compare against all the other inspected facilities over a period of inspection years.

Figure 1: Year Over Year Distribution of MRDWS Ratings



Reporting Results to MRDWS Owners/Operators

A summary of inspection findings for each system is generated in the form of an Inspection Rating Record (IRR). The findings are grouped into the 14 possible modules of the inspection protocol,

which would provide the system owner/operator with information on the areas where they need to improve. The 14 modules are:

- | | | | |
|-------------------------|------------------------|---------------------------------------|--|
| 1. Source | 5. Process Wastewater | 9. Contingency and Emergency Planning | 12. Water Quality Monitoring |
| 2. Permit to Take Water | 6. Distribution System | 10. Consumer Relations | 13. Reporting, Notification and Corrective Actions |
| 3. Capacity Assessment | 7. Operations Manuals | 11. Certification and Training | 14. Other Inspection Findings |
| 4. Treatment Processes | 8. Logbooks | | |

For further information, please visit www.ontario.ca/drinkingwater

Item B.2

Incidents of Adverse Drinking Water Tests
Distribution System
(June 01, 2019 to May 31, 2020)

Location	Incident Date	Parameter	Work Being Done	Resolution/Corrective Action
1.	No Adverse Samples Reported During This Period			

CAR LOG

Attachment B.5

CAR NUMBER	ELEMENT	DESCRIPTION (Non-conforming situation)	DATE ISSUED	ASSIGNED TO	REPLY REQUIRED BY	DATE RESOLVED	COMMENTS	OPERATIONAL PLAN REV. NUMBER
November 1, 2017 - External S2 Surveillance Audit by SAI Global - Accreditation Program for Operating Authorities. No non-conformances reported.								10
May 22, 2018 - Internal Audit by Tyson Dennis (Auditor) - No non-conformances reported.								11
November 20, 2018 - On-site Audit - Re-accreditation Audit by SAI Global - Accreditation Program for Operating Authorities. No non-conformances reported.								11
May 29, 2019 - Internal Audit by Tyson Dennis (Auditor) - No non-conformances reported.								12
2019-001	3	Evidence of a written endorsement of the contents of the Operational Plan by Top Management and the Owner was not provided for audit	November 20, 2019	Craig Miller	18-Feb-20	February 14, 2020	External Auditor - Rod Seabrook	12
July 3, 2020 - Internal Audit by Adam Mitchell (Auditor) - No non-conformances reported.								13

Audit Report

Upgrade Audit for

The Corporation of the Town of Fort Frances

1631580-02

Audited Address: 320 Portage Avenue, Fort Frances, Ontario, CAN,
P9A 2P9

Start Date: Nov 18, 2019 End Date: Nov 18, 2019

Type of audit – Upgrade Surveillance System Audit

Issue Date: April 12, 2019

Revision Level: 12

BACKGROUND INFORMATION

SAI Global conducted an audit of The Corporation of the Town of Fort Frances beginning on Nov 18, 2019 and ending on Nov 18, 2019 to DRINKING WATER QUALITY MANAGEMENT STANDARD VERSION 2 - 2017.

The purpose of this audit report is to summarise the degree of compliance with relevant criteria, as defined on the cover page of this report, based on the evidence obtained during the audit of your organization. This audit report considers your organization's policies, objectives, and continual improvement processes. Comments may include how suitable the objectives selected by your organization appear to be in regard to maintaining customer satisfaction levels and providing other benefits with respect to policy and other external and internal needs. We may also comment regarding the measurable progress you have made in reaching these targets for improvement.

SAI Global audits are carried out within the requirements of SAI Global procedures that also reflect the requirements and guidance provided in the international standards relating to audit practice such as ISO/IEC 17021-1, ISO 19011 and other normative criteria. SAI Global Auditors are assigned to audits according to industry, standard or technical competencies appropriate to the organization being audited. Details of such experience and competency are maintained in our records.

In addition to the information contained in this audit report, SAI Global maintains files for each client. These files contain details of organization size and personnel as well as evidence collected during preliminary and subsequent audit activities (Documentation Review and Scope) relevant to the application for initial and continuing certification of your organization.

Please take care to advise us of any change that may affect the application/certification or may assist us to keep your contact information up to date, as required by SAI Global Terms and Conditions.

This report has been prepared by SAI Global Limited (SAI Global) in respect of a Client's application for assessment by SAI Global. The purpose of the report is to comment upon evidence of the Client's compliance with the standards or other criteria specified. The content of this report applies only to matters, which were evident to SAI Global at the time of the audit, based on sampling of evidence provided and within the audit scope. SAI Global does not warrant or otherwise comment upon the suitability of the contents of the report or the certificate for any particular purpose or use. SAI Global accepts no liability whatsoever for consequences to, or actions taken by, third parties as a result of or in reliance upon information contained in this report or certificate.

Please note that this report is subject to independent review and approval. Should changes to the outcomes of this report be necessary as a result of the review, a revised report will be issued and will supersede this report.

Standard:	DRINKING WATER QUALITY MANAGEMENT STANDARD VERSION 2 - 2017
Scope of Certification:	Drinking Water
Drinking Water System Owner:	Town of Fort Frances
Operating Authority:	Town of Fort Frances
Population Services:	8,230
Activities:	Treatment and distribution
Drinking Water Systems	Fort Frances drinking water system

Total audit duration:	Person(s): 1	Day(s): 0.75
Audit Team Member(s):	Team Leader	Rod Seabrook

Audit Report

Definitions and action required with respect to audit findings

Major Non-conformance:

Based on objective evidence, the absence of, or a significant failure to implement and/or maintain conformance to requirements of the applicable standard. Such issues may raise significant doubt as to the capability of the management system to achieve its intended outputs (i.e. the absence of or failure to implement a complete Management System clause of the standard); or

A situation which would on the basis of available objective evidence, raise significant doubt as to the capability of the Management System to achieve the stated policy and objectives of the customer.

NOTE: The "applicable Standard" is the Standard which SAI Global are issuing certification against, and may be a Product Standard, a management system Standard, a food safety Standard or another set of documented criteria.

Action required: This category of findings requires SAI Global to issue a formal NCR; to receive and approve client's proposed correction and corrective action plans; and formally verify the effective implementation of planned activities. Correction and corrective action plan should be submitted to SAI Global prior to commencement of follow-up activities as required. Follow-up action by SAI Global must 'close out' the NCR or reduce it to a lesser category **within 90 days for initial certification and within 60 days for surveillance or re-certification audits, from the last day of the audit.**

If significant risk issues (e.g. safety, environmental, food safety, product legality/quality, etc.) are detected during an audit these shall be reported immediately to the Client and more immediate or instant correction shall be requested. If this is not agreed and cannot be resolved to the satisfaction of SAI Global, immediate suspension shall be recommended.

In the case of initial certification, failure to close out NCR within the time limits means that the Certification Audit may be repeated.

If significant risk issues (e.g. safety, environmental, food safety, product legality/quality, etc.) are detected during an audit these shall be reported immediately to the Client and more immediate or instant correction shall be requested. If this is not agreed and cannot be resolved to the satisfaction of SAI Global, immediate suspension shall be recommended.

In the case of an already certified client, failure to close out NCR within the time limits means that suspension proceedings may be instituted by SAI Global.

Follow-up activities incur additional charges.

Minor Non-conformance:

Represents either a management system weakness or minor issue that could lead to a major nonconformance if not addressed. Each minor NC should be considered for potential improvement and to further investigate any system weaknesses for possible inclusion in the corrective action program

Action required: This category of findings requires SAI Global to issue a formal NCR; to receive and approve client's proposed correction and corrective action plans; and formally verify the effective implementation of planned activities at the next scheduled audit.

Opportunity for Improvement:

A documented statement, which may identify areas for improvement however shall not make specific recommendation(s).

Action required: Client may develop and implement solutions in order to add value to operations and management systems. SAI Global is not required to follow-up on this category of audit finding.

Audit Type and Purpose

Upgrade Surveillance Audit:

A systems desktop audit in accordance with the systems audit procedure as it applies to Full Scope accreditation. The audit also included consideration of the results of the most recent audit undertaken in accordance with this Accreditation Protocol and any of the following that have occurred subsequent to that audit including but limited to;

- (a) the results of any audits undertaken in accordance with element 19 of the DWQMS V2;
- (b) historical responses taken to address corrective action requests made by an Accreditation Body;
- (c) the results of any management reviews undertaken in accordance with element 20 of the DWQMS V2; and,
- (d) any changes to the documentation and implementation of the QMS.

Audit Objectives

The objective of the audit was to determine whether the drinking water Quality Management System (QMS) of the subject system conforms to the requirements of the Ontario Ministry of the Environment & Climate Change (MOECC) Drinking Water Quality Management Standard (DWQMS V2).

The audit was also intended to gather the information necessary for SAI Global to assess whether accreditation can continue or be offered or to the operating authority.

Audit Scope

The documentation and processes associated with the operating authority's QMS were objectively evaluated to obtain audit evidence and to determine a) whether the quality management activities and related results conform with DWQMS V2 requirements, and b) if they have been effectively implemented and/or maintained.

Audit Criteria:

- The Drinking Water Quality Management Standard Version 2
- Current QMS manuals, procedures and records implemented by the Operating Authority
- SAI Global Accreditation Program Handbook

Confidentiality and Documentation Requirements

SAI Global stores their records and reports to ensure their preservation and confidentiality. Unless required by law, SAI Global will not disclose audit records to a third party without prior written consent of the applicant. The only exception will be that SAI Global will provide audit and corrective action reports to the Ontario Ministry of the Environment. For more information, please refer to the SAI Global Accreditation Program Handbook. As part of SAI Global Terms, it is necessary for you to notify SAI Global of any changes to your Quality Management System that you believe are significant enough to risk non-conformity with DWQMS V2: For more information, please refer to the SAI Global Accreditation Program Handbook.

EXECUTIVE OVERVIEW

The results of this surveillance system audit indicate that the management system does not fully meet the requirements of the standard based on the area of non-conformance identified during the audit and as documented in the attached Non-conformance Report. Failure to address the non-conformance within the 60 day timeframe may lead to suspension of certification.

Recommendation

The results of this audit indicate that the management system does not fully meet the requirements of the standard based on the area of non-conformance identified during the audit and as documented in the attached Non-conformance Report.

A recommendation for continued certification to the standard and to the scope of certification identified in this report is on hold pending the receipt, review and acceptance of the corrective action taken.

Opportunities for Improvement:

The following opportunities for improvement have been identified.

- E-21 Consider reviewing the concept of preventative actions in the context of addressing potential non-conformities (i.e. near misses) and listing sources of information regarding potential non-conformities (e.g. OFI's, emergency testing results, customer complaints etc.)

It is suggested that the opportunity for improvement be considered by management to further enhance the Operating Authority's Quality Management System and performance.

Management System Documentation

The management systems operational plan was reviewed and found to be in conformance with the requirements of the standard.

Management Review

Records of the most recent management review meetings were verified and found to meet the requirements of the standard. All inputs were reflected in the records, and appear suitably managed as reflected by resulting actions and decisions.

Internal Audits

Internal audits are being conducted at planned intervals to ensure conformance to planned arrangements, the requirements of the standard and the established management system.

Summary of Findings

1. Quality Management System	Conforms
2. Quality Management System Policy	Conforms
3. Commitment and Endorsement	Minor NCR-2019-01
4. Quality Management System Representative	Conforms
5. Document and Records Control	Conforms
6. Drinking-Water System	Conforms
7. Risk Assessment	Conforms
8. Risk Assessment Outcomes	Conforms
9. Organizational Structure, Roles, Responsibilities and Authorities	Conforms
10. Competencies	Conforms
11. Personnel Coverage	Conforms
12. Communications	****
13. Essential Supplies and Services	Conforms
14. Review and Provision of Infrastructure	Conforms
15. Infrastructure Maintenance, Rehabilitation & Renewal	****
16. Sampling, Testing and Monitoring	Conforms
17. Measurement & Recording Equipment Calibration and Maintenance	Conforms
18. Emergency Management	Conforms
19. Internal Audits	Conforms
20. Management Review	****
21. Continual Improvement	OFI
Major NCR #	Major non-conformity. The auditor has determined one of the following: (a) a required element of the DWQMS has not been incorporated into a QMS; (b) a systemic problem with a QMS is evidenced by two or more minor non-conformities; or (c) a minor non-conformity identified with a corrective action request has not been remedied.
Minor NCR #	Minor non-conformity. In the opinion of the auditor, part of a required element of the DWQMS has not been incorporated satisfactorily into a QMS.
OFI	Opportunity for improvement. Conforms to requirement, but there is an opportunity for improvement.
Conforms	Conforms to requirement.
NANC	Not applicable/Not Covered during this audit.
****	Additional comment added by auditor in the body of the report.

PART D. Audit Observations, Findings and Comments

DWQMS Reference:	1 Quality Management System
Client Reference:	Operational Plan Rev 12
Details: <i>With the exception of the non-conformance, the Operational Plan documents a Quality Management System that meets the requirements of DWQMS V2.0</i>	

DWQMS Reference:	2 Quality Management System Policy
Client Reference:	Operational Plan Section 2 Rev 9
Details: <i>Documented policy contains the three commitments required by the Standard</i>	

DWQMS Reference:	3 Commitment and Endorsement
Client Reference:	Operational Plan Section 3 Rev 4
Details: See NCR-2019-01	

DWQMS Reference:	4 Quality Management System Representative
Client Reference:	Operational Plan Section 4 Rev 4
Details: <i>QMS rep, QMS alternate rep and QMS team established with documented responsibilities assigned to each</i>	

DWQMS Reference:	5 Document and Record Control
Client Reference:	Operational Plan Section 5 Rev 10
Details: <i>Procedure covers creation, approval, storage, protection, revisions, removal from use and retention for documents and records; management of external documents; Document and Record Master Control Table current Apr 12, 2019</i>	

DWQMS Reference:	6 Drinking Water System
Client Reference:	Operational Plan Section 6 Rev 10
Details: <i>Source Upper Rainy River; raw water characteristics listed; Owner and Operating Authority Town of Fort Frances; Class III water treatment, Class II distribution system; four subsystems and five additional connections to the system listed; processes described; distribution system includes elevated storage tank; threats and fluctuations discussed; process flow diagram current Apr 12, 2019</i>	

DWQMS Reference:	7 Risk Assessment
Client Reference:	Operational Plan Section 7 Rev 6
Details: <i>Procedure includes consideration of potential hazards/hazardous events, including those identified by MECP, process under consideration listed; risk assessment rating (likelihood, severity, detectability); threshold value of 8 for critical control points; risk assessment conducted every 36 month and reviewed annually</i>	

DWQMS Reference:	8 Risk Assessment Outcomes
Client Reference:	Operational Plan Section 8 Rev 10
Details: <i>Risk assessment outcomes current Apr 12, 2019; assessment includes consideration of MECP potential hazardous events; three CCPs identified; critical control limits established as appropriate; controls developed (EPR or SOP)</i>	

Audit Report

DWQMS Reference:	9 Organizational Structure, Roles, Responsibility and Authorities
Client Reference:	Operational Plan Section 9 Rev 5
Details: Org chart dated Apr 12, 2019; responsibilities and authorities described for all positions	

DWQMS Reference:	10 Competencies
Client Reference:	Operational Plan Section 10, Rev 5
Details: Competencies and qualifications described for positions directly affecting drinking water; processes listed for ensuring competencies	

DWQMS Reference:	11 Personnel Coverage
Client Reference:	Operational Plan Section 11, Rev 5
Details: Three qualified operators; treatment plant manned 7:30 a.m. – 4:00 p.m. Monday to Friday; rotating on-call schedule established; designated and backup OROs; plant alarmed; agreement with OCWA to provide assistance as required	

DWQMS Reference:	12 Communications
Client Reference:	Operational Plan Section 12 Rev 4
Details: Processes described for communications with the Owner, staff, suppliers and the public; Operational Plan available on Town website https://www.fortfrances.ca/town/operations-facilities/water-sewer NOTE: The version of the Operational Plan posted on the Town website is not current	

DWQMS Reference:	13 Essential Supplies and Services
Client Reference:	Operational Plan Section 13, Rev 10
Details: Chemical suppliers meet ANSI/ANAB standards; labs must be accredited; licensing, accreditation and specifications in purchasing contracts; list of essential supplies and services current Apr 12, 2019	

DWQMS Reference:	14 Review and Provision of Infrastructure
Client Reference:	Operational Plan Section 14 Rev 5
Details: Annually Environmental & Facilities Superintendent meets with operations staff; inputs to review described including risk assessment outcomes; meeting minutes prepared and distributed; 5 year cost projections prepared and reviewed by management; budget presented and reviewed by owner; budget endorsed by owner subject to review outcome	

DWQMS Reference:	15 Infrastructure Maintenance, Rehabilitation and Renewal
Client Reference:	Operational Plan Section 15 Rev 9; App C; App H
Details: Maintenance schedules prepared and implemented for water treatment plant and distribution system; records of planned and unplanned maintenance maintained; 5 year capital projection for rehabilitation, renewal and routine maintenance activities NOTE: – The five year capital forecast (2017 - 2021) in the Operational Plan is not current	

DWQMS Reference:	16 Sampling, Testing and Monitoring
Client Reference:	Operational Plan Section 16 Rev 10
Details: Sampling program as per O. Reg. 170/03 and drinking water licence for treatment and distribution; sampling plan prepared dated Apr 12, 2019; accredited laboratory used for analysis; SCADA continuous online sampling; daily in-house testing by operators; monthly and annual reports prepared and submitted	

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DWQMS Reference:	17 Measurement and Recording Equipment Calibration and Maintenance
Client Reference:	Operational Plan Section 17 Rev 5
Details: Annual calibrations of meters and analyzers conducted by qualified outside contractor; continuous water quality analyzers also calibrated by qualified in-house staff; records retained	

DWQMS Reference:	18 Emergency Management
Client Reference:	Operational Plan Section 17 Rev 10
Details: Six potential emergency situations/services interruptions identified; emergency response procedures prepared; link to municipal emergency response described; annual training and testing conducted; emergency contact list in emergency response binder (not viewed)	

DWQMS Reference:	19 Internal Audits
Client Reference:	Operational Plan Section 19 Rev 4
Details: Internal audits conducted by qualified internal or external auditors; all elements audited at least every 12 months; audit checklist prepare/utilized; report prepared; results communicated; CARs prepared/addressed and records maintained Internal audit conducted May 10 – May 28, 2019; qualified internal auditor utilized; Version 2.0 of Standard audited; checklist and audit report completed; 3 OFIs identified	

DWQMS Reference:	20 Management Review
Client Reference:	Operational Plan Section 20 Rev 5
Details: Top management review QMS once per 12 months; required participants listed; mandatory inputs required by Standard listed; review process and outputs described; records retained Management review conducted Oct 21, 2019 covering period Jul 1, 2018 to Jun 30, 2019; all required topics covered; minutes recorded; summary report to management prepared NOTE: the date of the summary report to management (Oct 2, 2019) predates the date of the management review (Oct 21, 2019) – areas for improvement described	

DWQMS Reference:	21 Continual Improvement
Client Reference:	Operational Plan Section 21 Rev 4
Details: Key processes identifying non-conformances and opportunities for improvement and assessing root cause and developing corrective and preventive actions prepared; BMPs reviewed annually during management review OFl – Consider reviewing the concept of preventative actions in the context of addressing potential non-conformities (i.e. near misses) and listing sources of information regarding potential non-conformities (e.g. OFI's, emergency testing results, customer complaints etc.)	

Audit Report

Details regarding the personnel interviewed and objective evidence reviewed are maintained on file at SAI Global.

This report was prepared by:

Rod Seabrook
SAI Global Management Systems Auditor

The audit report is distributed as follows:

- SAI Global
- Operating Authority
- Owner
- MOECC

Notes

Copies of this report distributed outside the organization must include all pages.

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Section 4- SAI Global Verification of Corrective Action for effectiveness

Section 5- SAI Global NCR Closure:

Name:

Date:

To: Craig Miller, QMS Representative
From: Adam Mitchell, QMS Internal Auditor
CC: Brad Webb, ORO; Travis Rob, QMS Representative Alternate
Date: 9/4/2020
Re: 2020 QMS Operational Plan Internal Audit Results

Dear Craig Miller,

Please accept the submission of the Internal Audit Report conducted on the QMS Operational Plan for the Town of Fort Frances Operations and Facilities Division. The internal audit was completed between June 18th, 2020 and July 3rd, 2020. This is well within the timelines initially set out in the audit schedule.

The attached report details the results of the document review as well as the staff interviews. I have also attached a copy of the Internal Audit Checklists completed during the document review phase of the audit. I would like to thank yourself and all affected staff for their cooperation during this study of the Operational Plan. If you have any questions regarding the content of the attached documents, please do not hesitate to contact myself.

Sincerely,

Adam Mitchell, P.Eng
QMS Internal Auditor
Ph: 274-5323 ext. 1315
amitchell@fortfrances.ca

Fort Frances Drinking Water System

Internal Audit Report

Element Audited: QMS Operational Management System, June 3rd, 2020 Revision 13

Date: July 3rd, 2020

Auditor: Adam Mitchell

Scope

This Internal Audit covers 21 elements of the DWQMS, the Town of Fort Frances water Treatment Plant and Water Distribution System. The Internal Audit was completed between June 18th and July 3, 2020 as per the Internal Audit Schedule. Interviews took place for the QMS Team Staff on June 22nd and June 25th, 2020. Final Audit Report deadline was scheduled with Craig Miller to be completed July 3, 2020.

Document Review

The QMS Operational Plan, June 3rd, 2020 Revision 13 was reviewed. Other documents included the Emergency Response Binder and Operations Manual. The findings of the documents reviewed, and personal interviews are as outlined below:

Findings

DWQMS Reference: Results: Details:	1. Quality Management System Conforms The information provided in the Operational Plan meets the requirements of the standard
DWQMS Reference: Results: Details:	2. Quality Management System Policy Conforms The information provided in the Operational Plan meets the requirements of the standard.
DWQMS Reference: Results:	3. Commitment and Endorsement Conforms

Internal Audit Report

TOWN OF FORT FRANCES QMS OPERATIONAL PLAN

Revised April 19, 2019

Fort Frances Drinking Water System

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Details:	The commitment and Endorsement have been reviewed and signed by Council.
DWQMS Reference: Results: Details:	4. Quality Management System Representative Conforms The information provided in the Operational Plan meets the requirements of the standard. Added Operators and Operators-in-training to the QMS team.
DWQMS Reference: Results: Details:	5. Document and Records Control Conforms The information provided in the Operational Plan meets the requirements of the standard.
DWQMS Reference: Results: Details:	6. Drinking Water System Conforms The information provided in the Operational Plan meets the requirements of the standard.
DWQMS Reference: Results: Details:	7. Risk Assessment Conforms The information provided in the Operational Plan meets the requirements of the standard.
DWQMS Reference: Results: Details:	8. Risk Assessment Outcomes Conforms The information provided in the Operational Plan meets the requirements of the updated standard.
DWQMS Reference: Results: Details:	9. Organizational Structure, Roles, Responsibilities and Authorities. Conforms The information provided in the Operational Plan meets the requirements of the standard.
Results: Details:	Opportunity for Improvement Succession planning must be looked at within the QMS team. The

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	division is in the middle of a retirement shift and it will be important to retain as much knowledge from senior staff as possible.
DWQMS Reference: Results: Details:	<p>10. Competencies</p> <p>Conforms</p> <p>The information provided in the Operational Plan meets the requirements of the standard.</p>
DWQMS Reference: Results: Details:	<p>11. Personnel Coverage</p> <p>Conforms</p> <p>The information provided in the Operational Plan meets the requirements of the standard.</p> <p>Opportunity for Improvement</p> <p>The Water Treatment Plant is now staffed with three (3) employees. One is the Overall Responsible Operator (ORO). One is the Operator-In-Charge (OIC). The third is a weekly rotation of Water Distribution Employees who either have their operator license or have their Operator-in-Training (OIT) certificate. As employees rotate, recent events should be properly communicated to team members who were out of rotation.</p>
DWQMS Reference: Results: Details:	<p>12. Communications</p> <p>Conforms</p> <p>The information provided in the Operational Plan meets the requirements of the standard.</p>
DWQMS Reference: Results: Details:	<p>13. Essential Supplies and Services</p> <p>Conforms</p> <p>The information provided in the Operational Plan meets the requirements of the standard.</p>
DWQMS Reference: Results: Details:	<p>14. Review and Provision of Infrastructure</p> <p>Conforms</p> <p>The information provided in the Operational Plan meets the requirements of the standard.</p>

Fort Frances Drinking Water System

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DWQMS Reference: Results: Details:	15. Infrastructure Maintenance, Rehabilitation, and Renewal Conforms The information provided in the Operational Plan meets the requirements of the standard.
DWQMS Reference: Results: Details:	16. Sampling, Testing, and Monitoring Conforms The information provided in the Operational Plan meets the requirements of the standard. All staff information has been updated. The secretary role is missing from appendix E list. This role is outlined in this document several times, should the desk phone be added to this list.
DWQMS Reference: Results: Details:	18. Emergency Management Conforms The information provided in the Operational Plan meets the requirements of the standard.
Results: Details:	Opportunity for Improvement Opportunity for improvement would be to complete a table-top exercise as discussed in the QMS. The emergency Community Control Group in the Town of Fort Frances annually has a mock emergency exercise. This would be an ideal opportunity to include the new members of the QMS team, upper management and Owner to understand what steps takes place during an emergency. Many of the members have not practices or worked during an emergency.
DWQMS Reference: Results: Details:	19. Internal Audits Conforms The information provided in the Operational Plan meets the requirements of the standard.
DWQMS Reference: Results: Details:	20. Management Review Conforms The information provided in the Operational Plan meets the requirements of the standard.

Fort Frances Drinking Water System

Internal Audit Report

DWQMS Reference:	21. Continual Improvement
Results:	Conforms
Details:	The information provided in the Operational Plan meets the requirements of the standard.
Results:	
Details:	

Interviews

The following persons were interviewed as part of the Internal Audit:

- Craig Miller, Environmental Superintendent QMS Representative
- Travis Rob, Operations and Facilities Manager, QMS Representative Alternate
- Brad Webb, ORO Water Treatment Plant
- Paul Lemesurier, Operator Water Treatment Plant
- Greg Weidenhoft, OIC Water Distribution System
- Jay Bruyere, Operator Water Distribution
- Bryan Patterson, OIT Water Distribution
- Joel Nicolay, OIT Water Distribution
- Lori Pattison, Secretary
- Erik Gustafson, Operator Water Distribution

Findings

The following outlines the findings from my review of the Operational Plan and from the interviews of the above-mentioned personnel.

- Element 2: For the importance of the document I feel like a little more detail here could be beneficial. I feel like mentioning regulation 170/03, Ontario Drinking Water Act and Safe Drinking Water Act would add knowledge here rather than simply stating you will comply with applicable requirements.

Fort Frances Drinking Water System

Internal Audit Report

- Element 5: It was found that the Operational Plan at the Water Treatment Plant is not current and should be updated. I know this is not a critical document however due to the location and convenience of accessing the document, it is important that this stay updated.
- Elements 7&8: The QMS team showed good understand of Risk Assessment and the associated procedures. One area of improvement would be a more regular occurrence of a tabletop exercises or mock field exercise. This specifically relates to the participation in the Town's Emergency Community Control Group.
- Element 9: The QMS team understands the operational structure and how to effectively communicate information as required. Improvements could be made here for tracking communication, meeting minutes, records. A work order structure could be beneficial, allowing for information to be tracked more effectively and easier to review previous records.
- Element 10: Overall, the water staff meets all certification requirements and the staff follows routine training programs. This is important and should be maintained. Overall, all staff has a thorough understanding of there roles and responsibilities. Less experience members rely on the guidance of senior staff, and senior staff engages well with newer staff. All staff take pride in their work and understand the importance of providing safe drinking water.
- Element 14: The covid pandemic has caused some delays in completing the necessary reviews of the QMS elements however this remains a priority and plans are in place to ensure all parties complete a thorough review in a timely manner. This will be documented however I have no concerns that any issues will arise because of this delay.
- Element 18: Emergency Management is current to the standard but one opportunity for improvement is to complete a tabletop or mock exercise with the Emergency Community Control Group in the Town of Fort Frances on a more frequent basis. With new employees and management members, this would be a great learning opportunity. Members of the QMS mentioned this as an area of interest for training exercises.

Fort Frances Drinking Water System

Internal Audit Report

- Element 21: There is a lot of young staff on the QMS team. Succession planning should be made a priority and trying to harness as much knowledge from the senior staff remains important for the younger crew. Support for the rotating schedule for the 3rd WTP operator seems to be strengthening. One level of concern would be with rotating staff communication can be a challenge so efforts to track information and maintain records is important.

Summary of Findings During the Audit Process

SUMMARY OF FINDINGS

Operating Authority

The Town of Fort Frances

Auditor

Adam Mitchell

Date

July 3, 2020

System (s)

1. The Town of Fort Frances Drinking Water System

Requirement	System			
	1	2	3	4
1. Quality Management System	C			
2. Quality Management System Policy	C			
3. Commitment and Enforcement	C			
4. Quality Management System Representative	C			
5. Document and Records Control	C			
6. Drinking-Water System	C			
7. Risk Assessment	C			
8. Risk Assessment Outcomes	C			
9. Organizational Structure, Roles, Responsibilities and Authorities	C			
10. Competencies	C			
11. Personnel Coverage	OFI			
12. Communications	C			
13. Essential Supplies and Services	C			
14. Review and Provision of Infrastructure	C			
15. Infrastructure Maintenance and Rehabilitation & Renewal	C			
16. Sampling, Testing and Monitoring	C			
17. Measurement & Recording Equipment Calibration and Maintenance	C			
18. Emergency Management	OFI			
19. Internal Audits	C			

Internal Audit Report

TOWN OF FORT FRANCES QMS OPERATIONAL PLAN

Revised April 19, 2019

Fort Frances Drinking Water System

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20. Management Review	C			
21. Continual Improvement	C			
C	Conformance. In the opinion of the auditor this element is in conformance with the DWQMS.			
Mj	Major non-conformity. The auditor has determined one of the following: (a) a required element of the DWQMS has not been incorporated into a QMS; (b) a systemic problem with a QMS is evidenced by two or more minor non-conformities; or (c) a minor non-conformity identified in a corrective action request has not been remedied			
Mn	Minor non-conformity. In the opinion of the auditor, part of a required element of the DWQMS has not been incorporated satisfactorily into a QMS.			
OFI	Opportunity for improvement. Conforms with the requirement, but there is an opportunity for improvement			

Adam Mitchell, Lead Auditor

	<h1>Fort Frances Drinking Water System</h1> <h2>Internal Audit Report</h2>
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APPENDIX

I-Adam Mitchell Certificate of Qualification, Internal Auditor for DWQMS

II-Internal Audit Schedule

III-Kick off Meeting Minutes

IV-DWQMS Checklists

V- Internal Audit Opening Meeting Agenda

Fort Frances Drinking Water System Internal Audit Schedule

Internal Audit Schedule			
Date of Revision:		June 3, 2020 Revision No. 13	
Date	Process	DWQMS Element	Auditor(s)
June 18, 2020	All processes in Scope	Elements 1-5	Adam Mitchell
July 2nd, 2020	All processes in Scope	Element 5	Adam Mitchell
June 25th, 2020	All processes in Scope	Elements 7-8	Adam Mitchell
July 2nd, 2020	All processes in Scope	Elements 9-11	Adam Mitchell
June 29th ,2020	All processes in Scope	Elements 12-13	Adam Mitchell
June 29th, 2020	All processes in Scope	Elements 14-15	Adam Mitchell
July 2nd, 2020	All processes in Scope	Elements 16-17	Adam Mitchell
July 2nd, 2020	All processes in scope	Elements 6, 18-21	Adam Mitchell
June 22 nd & June 25 th , 2020	Interviews of the QMS Team		Adam Mitchell
	Document Review and Final Report Preparation		Adam Mitchell
	Final Meeting of Findings of QMS Audit		Adam Mitchell

Fort Frances Drinking Water System Internal Audit Kick Off Meeting Minutes

DATE: June 18 th , 2020 TIME START: 10:00 am TIME END: 10:30 am LOCATION: Microsoft Teams IN ATTENDANCE: Travis Rob Craig Miller Lori Pattison Joel Nicolay Adam Mitchell		
Item #	Item Discussed	Action By
1.	Kick off the Internal Audit. Adam Mitchell gave a break down of what the intent of the audit was for and his back round with his position and auditing. Had everyone sign in and list position title and contact information.	Adam
2.	Went over the schedule for document review, personal schedules, and interviews for the audit. No issues were brought forward.	Adam
3.	Talked about the privacy of the interviews. No information would use names of any individual during the audit process. This audit is done to ensure proper procedure is occurring.	Adam
4.	Any questions please feel free to contact Tyson at your earliest convenience. Adam's contact information was made available to the QMS team.	Adam
	Please report any errors or omissions. Minutes prepared by: Adam Mitchell	

Town of Fort Frances Drinking Water System Personnel Interview Schedule

The scheduled date for the personnel interviews is broken up over 2 days

Day 1 – Monday June 22nd, 2020 – Water Treatment Operators 9:00 a.m. to 3:00 p.m.

-Craig Miller	9:00 am
-Lori Pattison	1:00 pm
-Brad Webb	1:30 pm
-Greg Wiedenhoeft	2:30 pm
- Randy White	3:00 pm

Day 2 – Thursday, June 25th, 2020 - Water Distribution 1:00 p.m. to 3:00 p.m.

-Travis Rob	9:00am
-Paul LeMesurier	1:00 pm
-Jay Bruyere	1:30 pm
-Bryan Patterson	2:00 pm
-Joel Nicolay	2:30 pm
-Erik Gustafson	3:00 pm

*I will strive to hold to the meeting interview times and have allocated what I feel is extra time just in case they run long.

Should there be a scheduling conflict with any of the above noted times, please let me know as soon as possible and I will work to reschedule the interview for another time or date.

Town of Fort Frances Internal Audit Checklist



Date of Internal Audit: **June 18th, 2020 – July 3rd, 2020**

Auditor Name(s): **Adam Mitchell**

Areas Visited: **Public Works, Water Treatment Plant, Distribution Digs,
Maintenance Tasks in the Field**

People Interviewed: **QMS Team**

Documents Viewed: **QMS Operational Plan, SOP's, Emergency Manual,
Operations and Maintenance Manual**

Town of Fort Frances Internal Audit Checklist

DWQMS Requirement	Notes	Method in Place?	Documented?
1. Quality Management System PLAN – The Operational Plan shall document a Quality Management System that meets the requirements of this Standard.	Complete	PL	Yes
DO – The Operating Authority shall establish and maintain the Quality Management System in accordance with the requirements of this Standard and the policies and procedures documented in the Operational Plan.	Complete	DO	Yes
2. Quality Management System Policy PLAN – The Operational Plan shall document a Quality Management System Policy that provides the foundation for the Quality Management System, and: a) is appropriate for the size and type of the subject system, b) includes a commitment to the maintenance and continual improvement of the Quality Management System, c) includes a commitment to the consumer to provide safe drinking water, d) includes a commitment to comply with applicable legislation and regulations, and e) is in a form that provides for ready communication to all Operating Authority personnel, the Owner and the public.	Does not specify specific regulations or standards States it will comply with appropriate legislation and regulations, might be beneficial to state such documents.	PL	
		a)	Yes
		b)	Yes
		c)	Yes
		d)	Yes
		e)	Yes
DO – The Operating Authority shall establish and maintain a Quality Management System that is consistent with the Policy.	Complete	DO	Yes
3. Commitment and Endorsement PLAN – The Operational Plan shall contain a written endorsement of its contents by Top Management and the Owner.		PL	Yes

Town of Fort Frances Internal Audit Checklist

DWQMS Requirement	Notes	Method in Place?	Documented?
DO – Top Management shall provide evidence of its commitment to an effective Quality Management System by: a) ensuring that a Quality Management System is in place that meets the requirements of this Standard, b) ensuring that the Operating Authority is aware of all applicable legislative and regulatory requirements, c) communicating the Quality Management System according to the procedure for communications, and d) determining, obtaining or providing the resources needed to maintain and continually improve the Quality Management System.	Complete Signatures were completed	DO	Yes
		a)	Yes
		b)	Yes
		c)	Yes
		d)	Yes
4. Quality Management System Representative PLAN – The Operational Plan shall identify a Quality Management System representative.		PL	Yes
DO – Top Management shall appoint, and authorize a Quality Management System representative who, irrespective of other responsibilities, shall: a) administer the Quality Management System by ensuring that processes and procedures needed for the Quality Management System are established and maintained, b) report to Top Management on the performance of the Quality Management System and any need for improvement, c) ensure that current versions of documents required by the Quality Management System are being used at all times, d) ensure that personnel are aware of all applicable legislative and regulatory requirements that pertain to their duties for the operation of the subject system, and e) promote awareness of the Quality Management System throughout the Operating Authority.	Complete Added Operators and Operators-in-training to the QMS team	DO	
		a)	Yes
		b)	Yes
		c)	Yes
		d)	Yes
		e)	Yes

Town of Fort Frances Internal Audit Checklist

DWQMS Requirement	Notes	Method in Place?	Documented?
5. Document and Records Control PLAN – The Operational Plan shall document a procedure for document and records control that describes how: a) documents required by the Quality Management System are: i. kept current, legible and readily identifiable ii. retrievable iii. stored, protected, retained and disposed of, and b) records required by the Quality Management System are: i. kept legible, and readily identifiable ii. retrievable iii. stored, protected, retained and disposed of.	QMS Binder at WTP Operational Plan dated 2008	PL	
		a)i.	No
		ii.	Yes
		iii.	Yes
		b)i.	Yes
		ii.	Yes
		iii.	Yes
DO – The Operating Authority shall implement and conform to the procedure for document and records control and shall ensure that the Quality Management System documentation for the subject system includes: a) the Operational Plan and its associated policies and procedures, b) documents and records determined by the Operating Authority as being needed to ensure the effective planning, operation and control of its operations, and c) the results of internal and external audits and management reviews.	Complete	DO	
		a)	Yes
		b)	Yes
		c)	Yes
DO – The Operating Authority shall ensure that the description of the drinking-water system is kept current.	Complete	DO	Yes

Town of Fort Frances Internal Audit Checklist

DWQMS Requirement	Notes	Method in Place?	Documented?
7. Risk Assessment PLAN – The Operational Plan shall document a risk assessment process that: a) identifies potential hazardous events and associated hazards, b) assesses the risks associated with the occurrence of hazardous events, c) ranks the hazardous events according to the associated risk, d) identifies control measures to address the potential hazards and hazardous events, e) identifies critical control points, f) identifies a method to verify at least once a year, the currency of the information and the validity of the assumptions used in the risk assessment, g) ensures that a risk assessment is conducted at least once every thirty-six months, and h) considers the reliability and redundancy of equipment.		PL	
		a)	Yes
		b)	Yes
		c)	Yes
		d)	Yes
		e)	Yes
		f)	Yes
		g)	Yes
		h)	Yes
DO – The Operating Authority shall perform a risk assessment consistent with the documented process.	Complete	DO	Yes
8. Risk Assessment Outcomes PLAN – The Operational Plan shall document: a) the identified potential hazardous events and associated hazards, b) the assessed risks associated with the occurrence of hazardous events, c) the ranked hazardous events, d) the identified control measures to address the potential hazards and hazardous events, e) the identified critical control points and their respective critical control limits, f) procedures and/or processes to monitor the critical control limits, g) procedures to respond to deviations from the critical control limits, and		PL	
		a)	Yes
		b)	Yes
		c)	Yes
		d)	Yes
		e)	Yes
		f)	Yes
		g)	Yes

Town of Fort Frances Internal Audit Checklist

DWQMS Requirement	Notes	Method in Place?	Documented?
h) procedures for reporting and recording deviations from the critical control limits.		h)	Yes
DO – The Operating Authority shall implement and conform to the procedures.	Complete	DO	Yes
9. Organizational Structure, Roles, Responsibilities and Authorities PLAN – The Operational Plan shall: a) describe the organizational structure of the Operating Authority including respective roles, responsibilities and authorities, b) identify the person, persons or group of people within the management structure of the organization responsible for undertaking the Management Review, c) identify the person, persons or group of people, having Top Management responsibilities required by this Standard, along with their responsibilities, and d) identify the Owner of the subject system.		PL	
		a)	Yes
		b)	Yes
		c)	Yes
		d)	Yes
		e)	Yes
DO – The Operating Authority shall keep current the description of the organizational structure including respective roles, responsibilities and authorities, and shall communicate this information to Operating Authority personnel and the Owner.	Complete	DO	Yes
10. Competencies PLAN – The Operational Plan shall document: a) competencies required for personnel performing duties directly affecting drinking water quality,		PL	
		a)	Yes

Town of Fort Frances Internal Audit Checklist

DWQMS Requirement	Notes	Method in Place?	Documented?
b) activities to develop and maintain competencies for personnel performing duties directly affecting drinking water quality, and c) activities to ensure that personnel are aware of the relevance of their duties and how they affect safe drinking water.		b)	Yes
		c)	Yes
DO – The Operating Authority shall undertake activities to: a) meet and maintain competencies for personnel directly affecting drinking water quality and shall maintain records of these activities, and b) ensure that personnel are aware of the relevance of their duties and how they affect safe drinking water, and shall maintain records of these activities.	Complete	DO	Yes
		a)	Yes
		b)	Yes
11. Personnel Coverage PLAN – The Operational Plan shall document a procedure to ensure that sufficient personnel meeting identified competencies are available for duties that directly affect drinking water quality.		PL	Yes
DO – The Operating Authority shall implement and conform to the procedure.	Complete The 3 rd staff at the WTP is not a rotational position	DO	Yes
12. Communications PLAN – The Operational Plan shall document a procedure for communications that describes how the relevant aspects of the Quality Management System are communicated between Top Management and: a) the Owner, b) Operating Authority personnel, c) Suppliers, and d) the public.		PL	
		a)	Yes
		b)	Yes
		c)	Yes
		d)	Yes
DO – The Operating Authority shall implement and conform to the procedure.	Complete	DO	Yes

Town of Fort Frances Internal Audit Checklist

DWQMS Requirement	Notes	Method in Place?	Documented?
13. Essential Supplies and Services PLAN – The Operational Plan shall: a) identify all supplies and services essential for the delivery of safe drinking water and shall state, for each supply or service, the means to ensure its procurement, and b) include a procedure by which the Operating Authority ensures the quality of essential supplies and services, in as much as they may affect drinking water quality.		PL	
		a)	Yes
		b)	Yes
DO – The Operating Authority shall implement the procedure.	Complete	DO	Yes
14. Review and Provision of Infrastructure PLAN – The Operational Plan shall document a procedure for the annual review of the adequacy of the infrastructure necessary to operate and maintain the subject system.		PL	Yes
DO – The Operating Authority shall implement and conform to the procedure and communicate the findings of the review to the Owner.	Complete Consider removing the word “Generally” from opening paragraph.	DO	Yes
15. Infrastructure Maintenance, Rehabilitation and Renewal PLAN – The Operational Plan shall document a summary of the Operating Authority’s infrastructure maintenance, rehabilitation and renewal programs for the subject system.		PL	Yes
DO – The Operating Authority shall: a) keep the summary current, b) communicate the programs to the Owner, and c) monitor the effectiveness of the maintenance program.	Complete	DO	
		a)	Yes
		b)	Yes
		c)	Yes
16. Sampling, Testing and Monitoring	Sampling and documentation is thoroughly completed	PL	

Town of Fort Frances Internal Audit Checklist

DWQMS Requirement	Notes	Method in Place?	Documented?
PLAN – The Operational Plan shall document: a) a sampling, testing and monitoring procedure for process control and finished drinking water quality including requirements for sampling, testing and monitoring at the conditions most challenging to the subject system, b) a description of any relevant sampling, testing or monitoring activities that take place upstream of the subject system, and c) a procedure that describes how sampling, testing and monitoring results are recorded and shared between the Operating Authority and the Owner, where applicable.		a)	Yes
		b)	Yes
		c)	Yes
DO – The Operating Authority shall implement and conform to the procedures.	Complete Appendix E updated with staffing changes	DO	Yes
17. Measurement and Recording Equipment Calibration and Maintenance PLAN – The Operational Plan shall document a procedure for the calibration and maintenance of measurement and recording equipment.		PL	Yes
DO – The Operating Authority shall implement and conform to the procedure.	Complete	DO	Yes
18. Emergency Management PLAN – The Operational Plan shall document a procedure to maintain a state of emergency preparedness that includes: a) a list of potential emergency situations or service interruptions, b) processes for emergency response and recovery, c) emergency response training and testing requirements, d) Owner and Operating Authority responsibilities during emergency situations, e) references to municipal emergency planning measures as appropriate, and		PL	
		a)	Yes
		b)	Yes
		c)	Yes
		d)	Yes
		e)	Yes

Town of Fort Frances Internal Audit Checklist

DWQMS Requirement	Notes	Method in Place?	Documented?
f) an emergency communication protocol and an up-to-date list of emergency contacts.		f)	Yes
DO – The Operating Authority shall implement and conform to the procedure.	Complete	DO	Yes
19. Internal Audits PLAN – The Operational Plan shall document a procedure for internal audits that: a) evaluates conformity of the QMS with the requirements of this Standard, b) identifies internal audit criteria, frequency, scope, methodology and record-keeping requirements, c) considers previous internal and external audit results, and d) describes how Quality Management System corrective actions are identified and initiated.		PL	
		a)	Yes
		b)	Yes
		c)	Yes
		d)	Yes
DO – The Operating Authority shall implement and conform to the procedure and shall ensure that internal audits are conducted at least once every twelve months.	Complete	DO	Yes
20. Management Review PLAN - The Operational Plan shall document a procedure for management review that evaluates the continuing suitability, adequacy and effectiveness of the Quality Management System and that includes consideration of: a) incidents of regulatory non-compliance, b) incidents of adverse drinking-water tests, c) deviations from critical control point limits and response actions, d) the efficacy of the risk assessment process, e) internal and third-party audit results, f) results of emergency response testing,		PL	
		a)	Yes
		b)	Yes
		c)	Yes
		d)	Yes
		e)	Yes
		f)	Yes
		g)	Yes
		h)	Yes

Town of Fort Frances Internal Audit Checklist

DWQMS Requirement	Notes	Method in Place?	Documented?
g) operational performance, h) raw water supply and drinking water quality trends, i) follow-up on action items from previous management reviews, j) the status of management action items identified between reviews, k) changes that could affect the Quality Management System, l) consumer feedback, m) the resources needed to maintain the Quality Management System, n) the results of the infrastructure review, o) Operational Plan currency, content and updates, and p) staff suggestions.		i)	Yes
		j)	Yes
		k)	Yes
		l)	Yes
		m)	Yes
		n)	Yes
		o)	Yes
		p)	Yes
DO – Top Management shall implement and conform to the procedure and shall: a) ensure that a management review is conducted at least once every twelve months, b) consider the results of the management review and identify deficiencies and actions items to address the deficiencies, c) provide a record of any decisions and action items related to the management review including the personnel responsible for delivering the action items and the proposed timelines for their implementation, d) report the results of the management review, the identified deficiencies, decisions and action items to the Owner.	Complete	DO	
		a)	Yes
		b)	Yes
		c)	Yes
21. Continual Improvement DO- The Operating Authority shall strive to continually improve the effectiveness of its Quality Management System through the use of corrective actions.	Annual training on emergency preparedness needs to be made more frequent. The QMS team should be included in the Town's Emergency Community Control Groups annual tabletop or mock field exercise.	d)	Yes
		DO	Yes

EMERGENCY BINDER RECORD SHEET

EMERGENCY BINDER RECORD SHEET			
PERSON	DATE	TIME	ACTIVITY OR DESCRIPTION OF
Brad Webb	Nov 30 2018	3:30 PM	SOP 1-6
April LeMay	23 Nov 2018	14:00	REVIEW
Brad Webb	Apr 22/2019	12:00	SOP 1-6
Randy Webb	Feb 21/2019	12:00 PM	SOP 1-6
Jay Brucille	Feb 21/2019	12:30 PM	SOP 1-6
Robert Webb	March 5/2019	3:30 PM	SOP 1-6
Lin Patton	March 5/2019	4:10 PM	SOP 1-6
Brad Webb	March 7/2019	3:50 PM	SOP 1-6
April LeMay	March 12/2019	3:46 PM	SOP 1-6
Cory Miller	May 13/2019	10:03 AM	Full Binder Review
Brad Webb	May 14/2019	11:00 AM	SOP 1-6
Brad Webb	May 13/2019	1:00	SOP 1-6
Brad Webb	Jan 8 2020	9:00	Full Binder Review
Brad Webb	Jan 14 2020	2:30 PM	SOP 1-6
Jay Brucille	Mar 9/2020	1:45 PM	SOP 1-6
Brad Webb	March 17/2020	10:00 AM	SOP 1-6
Greg Wiedenhoef	April 15/2020	9:30 AM	SOP 1-6
Brad Webb	July 16/2020	3:20 PM	SOP 1-6

LOCATON	DATE	TYPE	NOTES
360 SCOTT STREET	5-Jun-19	WATERMAIN	INTALLED REPAIR CLAMP OVER HOLE IN MAIN
520 SCOTT STREET	12-Jun-19	WATER SERVICE	LIVETAP NEW 1 1/2" COPPER WATER SERVICE; RETIRED OLD 3/4" COPPER WATER SERVICE AT MAIN;
1716 COLONIZATION ROAD WEST	18-Jun-19	WATER SERVICE	INSTALLED NEW CS AT PROPERTY
472 CHURCH STREET	30-Jul-19	WATER SERVICE	REPLACED 2FT SECTION OF WATER SERVICE
SIXTH ST E AT ARMIT AVE N	23-Mar-20	WATERMAIN	REPLACED LEAKING 3/4" LEAD SERVICE WITH 3/4" COPPER SERVICE FROM MAIN TO CS ON PROPERTY
839 ARMIT AVENUE	11-Mar-20	WATER SERVICE	WATERMAIN REPAIR - REPLACED FAILED 2-BOLT JOINT WL0566
ELLINGSTON AVENUE - ALLEY BEHIND 1230 SECOND STREET EAST	29-Jan-20	WATERMAIN	WATER SERVICE REPAIR - REPLACED 4FT SECTION OF 3/4" COPPER AT MAIN STOP TOWARDS PROPERTY, INSULATED
SINCLAIR ST AT ARMIT AVENUE	19-Mar-20	WATERMAIN	REPAIRED WATERMAIN BREAT AT JOINT - SEE FILE
			WATERMAIN REPAIR - REPAIRED CIRCUMFERENTIAL CRACK AT BELL 16.7M WEST OF VAL331 - WL0237

Attachment B.8

Raw Water Supply and Drinking Water Quality Trends

Raw Water Quality Trends:

Date Sampled	Paramaters			
	Alkalinity (mg/L)	Colour (TCU)	pH	THMs (ug/L)
Feb. 13, 2012	21	28.1	7.36	0.5
May 15, 2012	20.1	25.3	7.37	0.5
Aug. 28, 2012	20.5	25.5	7.56	0.5
Aug. 19, 2013	16.9	38.6	7.52	0.1
Oct. 29, 2013	20.4	30.4	7.46	0.1
Feb. 11, 2014	Samples Froze			
April 29, 2014	20.1	25.3	7.37	0.5
July 22, 2014		40.7	6.91	0.1
Nov. 24, 2014	Samples Froze			
April 8, 2015	15	41.9	7.13	0.1
May 25, 2015	Data not received from lab			
August 4, 2015	17.2	38.0	7.35	0.1
October 26, 2015	16.1	32.9	7.28	0.1
March 9, 2016	16.3	38.0	7.37	0.1
May 16, 2016	16.3	38.0	7.37	0.1
October 7, 2016		38.0	7.05	0.1
February 28, 2017		32.9	7.37	0.1
August 9, 2017	Data not received from lab			
November 8, 2017	21.5	33.8	7.53	0.1
January 17, 2018		32.4	7.22	0.1
May 7, 2018	15.8	35.4	6.97	0.1
July 26, 2018		38.8	6.86	0.2
October 30, 2018	17.2	34.9	7.12	0.1
March 11, 2019		36.3	6.97	0.1
May 8, 2019	17.8		6.92	0.1
July 23, 2019			7.03	
November 5, 2019				

No colour data

Alkalinity - defined as its capacity to neutralize acid. (pH less than 7)

pH - A measure of the acidity or alkalinity of a solution (Neutral is 7)

THMs (Trihalomethanes) - Are created when chlorine is added to water. They are toxic chemical substances that consist of a methane molecule and one of the halogen elements

Data collected from other sources

Attachment B.8

Treated Water Quality Trends:

Date Sampled	Paramaters			
	Alkalinity (mg/L)	Colour (TCU)	pH	THMs (ug/L)
February 13, 2012	35.2	1.0	7.59	49
May 15, 2012	30.5	3.5	7.46	53.5
August 28, 2012	25.6	1.2	7.63	71
Nov. 14, 2012	33.9	0.2	7.73	42.3
May 6, 2013	29.3	2.6	7.59	43.5
August 19, 2013	22.6	1.1	7.43	68.3
October 29, 2013	27.2	1.1	7.49	56
February 11, 2014	Samples Froze			
April 29, 2014	30.5	3.5	7.46	53.5
July 22, 2014	33.4	1.5	7.09	95.0
Nov. 24, 2014	Samples Froze			
April 8, 2015	31.3	1.8	7.43	53.7
May 25, 2015	Data not received from lab			
August 4, 2015	27.4	1.6	7.38	86.5
October 26, 2015	29.1	1.0	7.39	61.3
March 9, 2016	24.0	1.8	7.36	50.1
May 16, 2016	24.0	1.8	7.36	50.1
October 7, 2016		1.0	7.18	81.7
February 28, 2017		1.7	7.28	44.1
August 9, 2017	Data not received from lab			
November 8, 2017	35.5	1.3	7.75	54.0
January 17, 2018		1.1	6.87	48.3
May 7, 2018	29.3	1.8	7.09	51.9
July 26, 2018		1.6	6.94	92
October 30, 2018	31.4	1.0	7.14	32
March 11, 2019		0.8	6.99	53
May 8, 2019	30.7		7.01	56
July 23, 2019			7.24	
November 5, 2019				

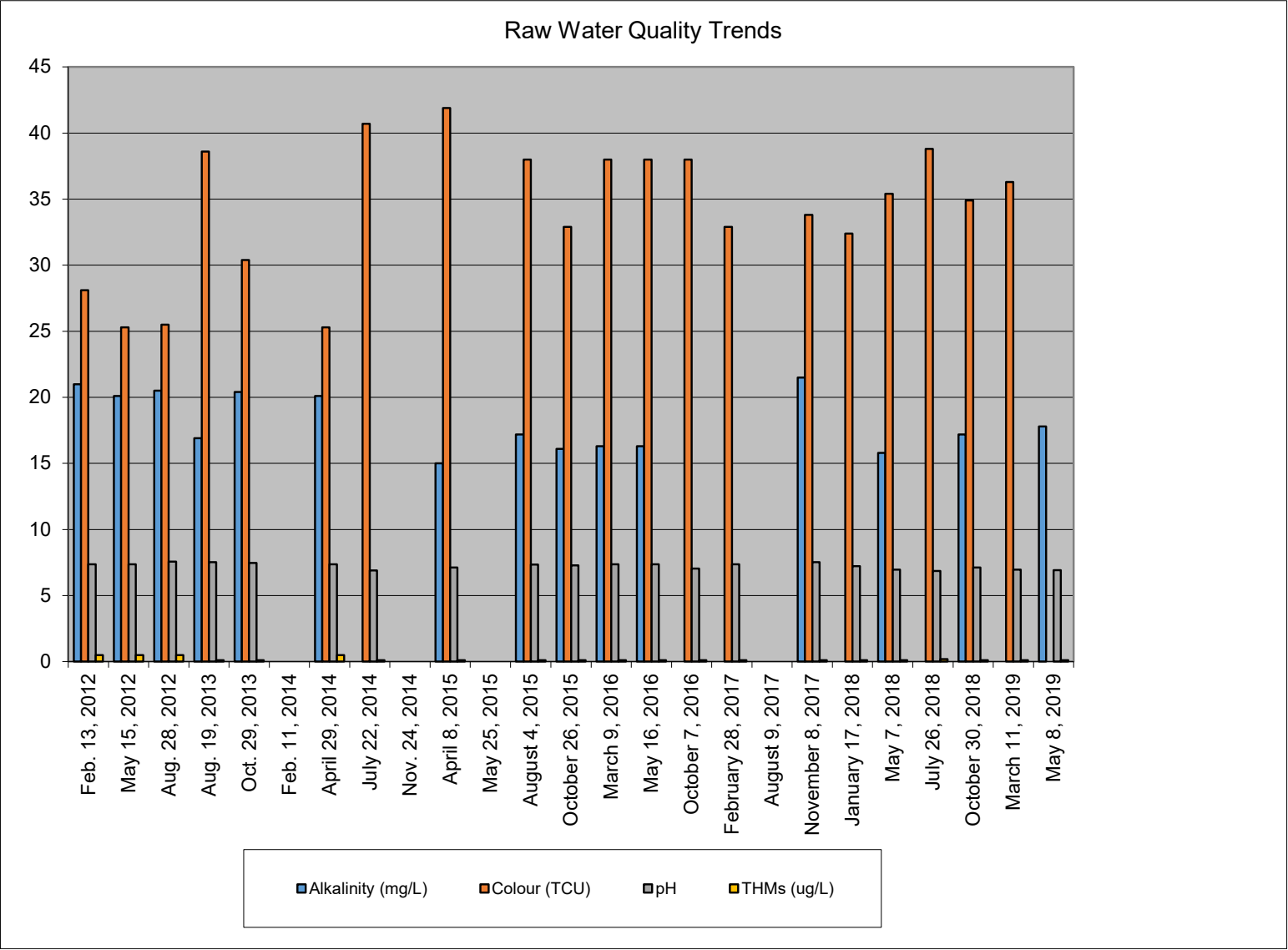
No colour data

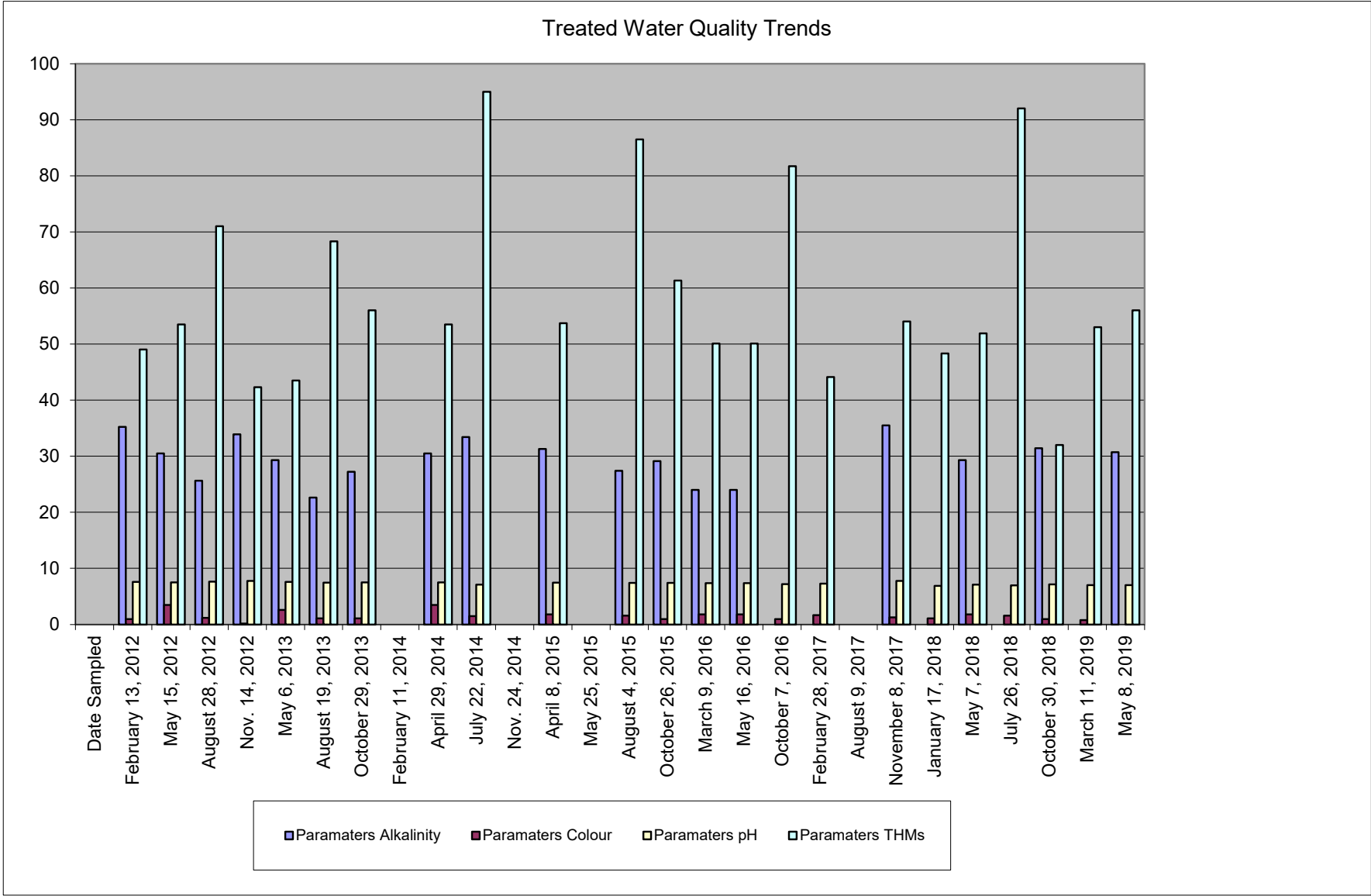
Alkalinity - defined as its capacity to neutralize acid. (pH less than 7)

pH - A measure of the acidity or alkalinity of a solution (Neutral is 7)

THMs (Trihalomethanes) - Are created when chlorine is added to water. They are toxic chemical substances that consist of a methane molecule and one of the halogen elements

Data collected from other sources





Attachment B.12

Customer Complaints
(June 01, 2019 to May 31, 2020)

	Location	Received	Resolved	Complaint	Resolution
1.	408 Williams	Jan 17, 2020	Jan 17, 2020	Brown Water	Advised resident to flush cold water tap. Discolouration most likely due to valve turning to due break. Asked if she wanted her water tested and said no.

DOCUMENT CHANGE REQUEST (DCR) REVISION SUMMARY

NUMBER	ELEMENT	REQUESTED BY	DATE ISSUED	DESCRIPTION	DATE APPROVED	DATE OPERATIONAL PLAN UPDATED	OPERATIONAL PLAN REV. NUMBER
1	11	QMS Team	July 26, 2012	Refer to 2012 DCR 1 (1 page)		November 26, 2012	4
2	13	QMS Team	September 27, 2012	Refer to 2012 DCR 2-5 (4 pages)		November 26, 2012	4
3	16	QMS Team	October 11, 2012	Refer to 2012 DCR 6-8 (3 pages)		November 26, 2012	4
4	19	QMS Team	October 30, 2012	Refer to 2012 DCR 9-10 (2 pages)		November 26, 2012	4
5	6	QMS Team	November 22, 2012	Refer to 2012 DCR 11-14 (4 pages)		November 26, 2012	4
6	16, 4, 5, 9, 18 & 20	QMS Team	April 15, 2013	Refer to 2013 DCR 1-7 (7 pages)	April 16, 2013	May 29, 2013	5
7	3	QMS Team	April 16, 2013	Refer to 2013 DCR 8 (1 page - Page 1 of 2 only)	Not Approved		
8	17	QMS Team	April 16, 2013	Refer to 2013 DCR 9 (1 page - Page 2 of 2 only)	April 16, 2013	May 29, 2013	5
9	6 & 9	Doug Brown	April 17, 2013	Refer to 2013 DCR 10 (1 page)	May 28, 2013	May 29, 2013	5
10	All	Doug Herr	April 18, 2013	Refer to 2013 DCR 11 (1 page)	May 28, 2013	May 29, 2013	5
11	6, 9, 10, 11, 13 & 14	QMS Team	April 25, 2013	Refer to 2013 DCR 12-17 (6 pages)	May 28, 2013	May 29, 2013	5
12	15 & 16	QMS Team	April 26, 2013	Refer to 2013 DCR 18-19 (2 pages)	May 28, 2013	May 29, 2013	5
13	5	QMS Team	May 7, 2013	Refer to 2013 DCR 20 (1 page)	May 28, 2013	May 29, 2013	5
14	5	QMS Team	May 15, 2013	Refer to 2013 DCR 21 (1 page)	May 28, 2013	May 29, 2013	5
15	1 & 5	QMS Team	November 28, 2013	Refer to 2013 DCR 22 - 24 (3 pages)	November 28, 2013	September 26, 2014	6
16	6	QMS Team	December 17, 2013	Refer to 2013 DCR 25 (2 pages)	December 17, 2013	September 26, 2014	6
17	15	Doug Herr	May 1, 2014	Refer to 2014 DCR 1 (1 page)	May 1, 2014	September 26, 2014	6
18	15, 16 & 18	QMS Team	May 28, 2014	Refer to 2014 DCR 2 (6 pages)	May 28, 2014	September 26, 2014	6
19	7	Doug Herr	July 18, 2014	Refer to 2014 DCR 3 (1 page)	July 18, 2014	September 26, 2014	6
20	16	Doug Herr	September 25, 2014	Refer to 2014 DCR 4 (1 page)	September 25, 2014	September 26, 2014	6
21	6	Doug Herr	April 6, 2015	Refer to 2015 DCR 1 (2 pages)	July 17, 2015	July 17, 2015	7
22	15	Doug Herr	April 6, 2015	Refer to 2015 DCR 2 (1 page)	July 17, 2015	July 17, 2015	7
23	7	Doug Herr	July 15, 2015	Refer to 2015 DCR 3 (1 page)	July 17, 2015	July 17, 2015	7
24	Cover Page, Appendices & 2	Doug Herr	March 9, 2016	Refer to 2016 DCR 1 (4 pages - Page 1 of 4)	March 30, 2016	March 31, 2016	8
25	5	Doug Herr	March 9, 2016	Refer to 2016 DCR 1 (2 pages - Page 2 of 4)	March 30, 2016	March 31, 2016	8
26	6	Doug Herr	March 9, 2016	Refer to 2016 DCR 1 (4 pages - Page 3 of 4)	March 30, 2016	March 31, 2016	8
27	6	Doug Herr	March 9, 2016	Refer to 2016 DCR 1 (8 pages - Page 4 of 4)	March 30, 2016	March 31, 2016	8
28	8	Doug Herr	March 15, 2016	Refer to 2016 DCR 2 (3 pages - Page 1 of 1)	March 30, 2016	March 31, 2016	8
29	13	Doug Herr	March 30, 2016	Refer to 2016 DCR 3 (6 pages - Page 1 of 2)	March 30, 2016	March 31, 2016	8
30	15	Doug Herr	March 30, 2016	Refer to 2016 DCR 3 (5 pages - Page 2 of 2)	March 30, 2016	March 31, 2016	8
31	6	Doug Herr	June 7, 2016	Refer to 2016 DCR 4 (3 pages - Page 1 of 1)	June 8, 2016	June 30, 2016	9
32	5	QMS Team	March 1, 2017	Refer to 2017 DCR 1 (2 pages - Page 1 of 1)	March 22, 2017	March 24, 2017	10
33	6	QMS Team	March 8, 2017	Refer to 2017 DCR 2 (4 pages - Page 1 of 2)	March 22, 2017	March 24, 2017	10
34	8	QMS Team	March 8, 2017	Refer to 2017 DCR 2 (3 pages - Page 2 of 2)	March 22, 2017	March 24, 2017	10
35	13	QMS Team	March 9, 2017	Refer to 2017 DCR 3 (2 pages - Page 1 of 1)	March 22, 2017	March 24, 2017	10
36	16	QMS Team	March 15, 2017	Refer to 2017 DCR 4 (4 pages - Page 1 of 2)	March 22, 2017	March 24, 2017	10
37	Cover Page & Appendices (Schedule "C")	QMS Team	March 15, 2017	Refer to 2017 DCR 4 (3 pages - Page 2 of 2)	March 22, 2017	March 24, 2017	10
38	18	QMS Team	March 17, 2017	Refer to 2017 DCR 5 (3 pages - Page 1 of 2)	March 22, 2017	March 24, 2017	10
39	18 (cont'd)	QMS Team	March 17, 2017	Refer to 2017 DCR 5 (3 pages - Page 2 of 2)	March 22, 2017	March 24, 2017	10
40	15	QMS Team	March 20, 2017	Refer to 2017 DCR 6 (3 pages - Page 1 of 1)	March 22, 2017	March 24, 2017	10

41	8	QMS Team	April 12, 2018	Refer to 2018 DCR 1 (9 pages - Page 1 of 1)	April 17, 2018	April 20, 2018	11
42	13	QMS Team	April 17, 2018	Refer to 2018 DCR 2 (1 page - Page 1 of 2)	April 17, 2018	April 20, 2018	11
43	13 (cont'd)	QMS Team	April 17, 2018	Refer to 2018 DCR 2 (6 pages - Page 2 of 2)	April 17, 2018	April 20, 2018	11
44	16	QMS Team	April 19, 2018	Refer to 2018 DCR 3 (3 pages - Page 1 of 1)	April 20, 2018	April 20, 2018	11
45	All	QMS Team	April 12, 2019	Refer to 2019 DCR 1	April 15, 2019	April 12, 2019	12
46	3	QMS Team	April 12, 2019	Refer to 2019 DCR 2	April 15, 2019	April 12, 2019	12
47	6	QMS Team	April 12, 2019	Refer to 2019 DCR 3	April 15, 2019	April 12, 2019	12
48	7	QMS Team	April 12, 2019	Refer to 2019 DCR 4	April 15, 2019	April 12, 2019	12
49	8	QMS Team	April 12, 2019	Refer to 2019 DCR 5	April 15, 2019	April 12, 2019	12
50	9	QMS Team	April 12, 2019	Refer to 2019 DCR 6	April 15, 2019	April 12, 2019	12
51	10	QMS Team	April 12, 2019	Refer to 2019 DCR 7	April 15, 2019	April 12, 2019	12
52	12	QMS Team	April 12, 2019	Refer to 2019 DCR 8	April 15, 2019	April 12, 2019	12
53	13	QMS Team	April 12, 2019	Refer to 2019 DCR 9	April 15, 2019	April 12, 2019	12
54	14	QMS Team	April 12, 2019	Refer to 2019 DCR 10	April 15, 2019	April 12, 2019	12
55	15	QMS Team	April 12, 2019	Refer to 2019 DCR 11	April 15, 2019	April 12, 2019	12
56	21	QMS Team	April 12, 2019	Refer to 2019 DCR 12	April 15, 2019	April 12, 2019	12
57	Appendices	QMS Team	April 12, 2019	Refer to 2019 DCR 13	April 15, 2019	April 12, 2019	12
58	16	QMS Team	April 12, 2019	Refer to 2019 DCR 14	April 15, 2019	April 12, 2019	12
59	3	QMS Team	June 3, 2020	Refer to 2020 DCR 1	June 3, 2020	June 3, 2020	13
60	4	QMS Team	June 3, 2020	Refer to 2020 DCR 2	June 3, 2020	June 3, 2020	13
61	11	QMS Team	June 3, 2020	Refer to 2020 DCR 3	June 3, 2020	June 3, 2020	13
62	16	QMS Team	June 3, 2020	Refer to 2020 DCR 4	June 3, 2020	June 3, 2020	13

The Town of Fort Frances Water System
General QMS Administration

PROCEDURE TITLE: Document Change Request Form

REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A"

QMS REPRESENTATIVE: 

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team

Date: June 3, 2020

Department: O. & F. Division

Type of Change:

☒ **Edit Existing Document** ☐ **Create New Document** ☐ **Delete Document**

Changes Requested:

1. Update page 7 with signatures.

Justification for Changes:

The previous revision did not show the endoresments.

Proposed Changes:

Same list as previous revision but with signatures.

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2020 DCR #1 – Applicable to Element #3 page 7.

The Town of Fort Frances Water System
General QMS Administration

PROCEDURE TITLE: Document Change Request Form

REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A"

QMS REPRESENTATIVE: 

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team

Date: June 3, 2020

Department: O. & F. Division

Type of Change:

☒ **Edit Existing Document** ☐ **Create New Document** ☐ **Delete Document**

Changes Requested:

1. Update page 8 to add operators and operators-in-training to the QMS team.

Justification for Changes:

When we work on and review the QMS program, we engage the entire staff of operators and operators-in-training.

Proposed Changes:

Add: Operators and Operators-in-Training to the QMS Team section listed on page 8.

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2019 DCR #2 – Applicable to Element #4 page 8.

The Town of Fort Frances Water System
General QMS Administration

PROCEDURE TITLE: Document Change Request Form

REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A"

QMS REPRESENTATIVE: 

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team

Date: June 3, 2020

Department: O. & F. Division

Type of Change:

☒ **Edit Existing Document** ☐ **Create New Document** ☐ **Delete Document**

Changes Requested:

1. Update personnel coverage to reflect changes made in mid-2019

Justification for Changes:

The existing personnel coverage reflects a dedicated 3-employee staffing at the WTP. In the summer of 2019, the rotation was changed to a dedicated 2-employee staffing at the WTP and a rotating 3rd employee from the water distribution team.

Proposed Changes:

The Water Treatment Plant in Fort Frances is normally staffed with three (3) employees. One is the Overall Responsible Operator (ORO). One is the Operator-In-Charge (OIC). The third is a weekly rotation of Water Distribution Employees who either have their operator license or have their Operator-in-Training (OIT) certificate.

These operators work on a rotating on-call system with each operator being on-call for a week period. The operator on-call period begins on a Tuesday at 7:30 a.m. and ends the following Tuesday at 7:30 a.m. at which time the next operator on-call begins. The Environmental Superintendent will establish the annual on-call rotation schedule.

Page 1 of 1

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2020 DCR #3 – Applicable to Element #11 page 52.

PROCEDURE TITLE: Document Change Request Form

REVISION #4

QMS REFERENCE: Element No. 5 - APPENDIX "A"

QMS REPRESENTATIVE: 

DOCUMENT CHANGE REQUEST FORM

Requested By: QMS Team

Date: June 3, 2020

Department: O. & F. Division

Type of Change:

☒ **Edit Existing Document** ☐ **Create New Document** ☐ **Delete Document**

Changes Requested:

1. Update employee list and associated telephone numbers.

Justification for Changes:

Staff retirement in 2019 and job posting changes.

Proposed Changes:

WATER TREATMENT PLANT

BRAD WEBB (ORO) 275-5215

GREG WIEDENHOEFT (OIC, INTERIM ORO) 275-8814

EMPLOYEE #3 ROTATES WEEKLY FROM
DISTRIBUTION SYSTEM

RANDY WHITE (INTERIM ORO – CASUAL) 275-8733

DISTRIBUTION SYSTEM

PAUL LEMESURIER (INTERIM ORO) 275-5045

JAY BRUYERE 271-2925

BRYAN PATTERSON 276-7379

JOEL NICOLAY 861-0399

ERIK GUSTAFSON 276-38734

Page 1 of 1

Approval:

QMS Representative: _____ **Date:** _____

Comments: 2020 DCR #4 – Applicable to Element #16, Appendix E, Page 94.



Town of Fort Frances
Fort Frances Drinking Water System
Management Review Meeting Minutes

Date: Monday October 21, 2019

Time: 1:00 P.M.

Location: Fort Frances Water Treatment Plant

In Attendance: Doug Brown, CAO, Craig Miller, Paul Lemesurier, Jay Bruyere, Brad Webb, Joel Nicolay, Eric Gustafson and Travis Rob.

Absent: Greg Wiedenhoeft and Bryan Patterson

Part of the QMS Operational Plan requires that management shall review the QMS once every twelve (12) months to assess and ensure the continuing suitability, adequacy and effectiveness of the QMS. Element 20 – Management Review was discussed. Management Reviews shall be included in the internal audit schedule.

Introduction:

Reference to Operational Plan – Element 20 Management Review

Period June 1, 2018 to May 31, 2019

The Environmental Superintendent red through Element 20 with the committee members and there were no concerns or changes that needed to be made.

Item 1 – Incidents of regulatory non-compliance:

Ministry of the Environment (MOE) Annual Inspection Report (2018/2019)

Date of Inspection: February 11th and 12th, 2019

Non-compliance with regulatory requirements – One (1)

Form 1 not on record for looping of DWS at Frenette between First and Second Street

Actions Taken: Form 1 was submitted to MECP on March 19, 2019 in order to correct non-compliance

2018 Annual Summary Report (Schedule22) O. Reg. 170/03

Regulatory requirement: No later than March 31, 2019

Reported to O & F Executive Committee and Council

Council Approval was received March 25, 2019

Date submitted to MECP – April 4, 2019

Letter were sent out on April 4, 2019 to the Owners that connect and receive water from the Town's Water Distribution System

Non Compliance with Regulatory Requirements: None

2018 Annual Report – O. Reg. 170/03

Regulatory Requirement: Not later than February 28, 2019

Date submitted to MECP: February 28, 2019

Non Compliance with Regulatory Requirements: None

O. Reg 450/07: Charges for Industrial and Commercial Water Users

Regulatory Requirement: Not later than March 31, 2019

Date submitted to MECP: April 9, 2019

Non Compliance with Regulatory Requirements: Late submission

O. Reg. 387/04: Water Taking and Reporting

Regulatory Requirement: Not later than March 31, 2019

Date submitted to MECP: May 14, 2019

Non-compliance with Regulatory Requirements: Late submission

Item 2 – Incidents of adverse drinking water tests:

WTP:

No adverse treated water samples

Water Distribution System:

One Adverse Sample – Sample Collected February 25, 2019 with results being received on February 27, 2019 (From the Grind Up)

Item 3 – Deviations from critical control-point limits and response actions:

The QMS Team had undertaken a Risk Assessment Review of the risks and their critical control-point/response actions between March 5, 2019 and April 15, 2019

Two hazards were added, to align with DWQMS 2.0: “Treatment – Sustained Extreme Heat (Score of 7)” and “Distribution – sustained Extreme Cold (Score of 5)”. There were no other changes in limits or existing response actions.

Risks with a threshold above or equal 8 (Threshold – 8)

1. Railway activity (Spill of chemical or contamination)
2. Loss of Pressure: water main break, major fire
3. Cross connection

Item 4 – The effectiveness of the risk assessment process:

The Operators reviewed the Risk Assessment Process between March 5, 2019 and April 15, 2019. Added two (2) new potential risks to the listing. Refer to item 3 above.

Reviewed on a yearly basis in accordance with Element 7.

Item 5 – Internal and third party audit results:

Internal Audit Results:

Latest Internal Audit:

Issued May 29, 2019 – undertaken by Tyson Dennis.

No Corrective Actions were identified.

Previous Audits:

Issued May 22, 2018 – undertaken by Tyson Dennis

No Corrective Actions were identified.

External Audit Results:

Latest External Audit:

Re-Accreditation Systems Audit

On site (November 20,2018) – undertaken by SAI GLOBAL – Accreditation

Program for Operating Authorities

No non-conformances were identified.

Previous Off-Site External Audit

12 month surveillance audit

Off site (November 1, 2017) – undertaken by SAI GLOBAL – Accreditation

Program for Operating Authorities

No non-conformances were identified.

Item 6 – Results of emergency response testing:

Standard Operating Procedures identified in the Emergency Response Binder had been reviewed with the Water System Operators on April 4, 2018.

Emergency SOP's Reviewed:

1. Policy 4.24 – SOP No. 1 – for the Destruction (bombing/major fire) of Water Treatment Plant or Water Tower.
2. Policy 4.23 – SOP No. 2 – for Pandemic Situation – affecting the Water Treatment Plant Operators and Community.
3. Policy 4.15 – SOP No. 3 – for Water Main Breaks and Repairs.
4. Policy 4.8 – SOP No. 4 – for breakdown of equipment at the Water Treatment Plant.
5. Policy 4.4 – SOP No. 5 – for Raw Water Source Contamination
6. Policy 4.27 – SOP No. 6 – for Standby Generator – WTP (New)

Item 7 – Operational Performance:**WTP:**

Actions and recommendation from MECP

As a result of the 2018/19 MECP Inspection – 1 non compliance due to a late submission.

Personnel

ORO Randy White retired on May 31, 2019

Brad Webb successfully bid into ORO position

Maintenance issues:

No other issues

Distribution System:

Actions and recommendations from MECP

No issues.

Personnel – Water Distribution Operators:

Linda Carmody left July 13, 2018

Addition: Joel Nicolay as of July 16, 2018

Full Complement of staff as of May 31, 2019.

Maintenance Issues:

Numerous water main/service breaks through the Town since the last Management Review.

Frozen Waters – 39 residences

Valve Replacements done in 2018 as part of the roadway/infrastructure replacement on”

1. Sinclair Street and Armit Avenue (VAL331)
2. Nelson Street and Armit Avenue (VAL332)
3. Wright Avenue and Third Street West (VAL118)
4. Reid Avenue and First Street East (VAL454)

Six (6) valves were scheduled for replacement in 2018 but due to costs, only four (4) were changed, per the list above.

Some existing fire hydrants are obsolete and we have no parts in order to maintain them. Six (6) fire hydrants were scheduled for replacement in 2018 but once again due to costs, only four (4) were changed.

Fire Hydrant Replacement completed in 2018:

1. First Street East and Crowe Avenue (HYD226)
2. Third Street East and Reid Avenue (HYD265)
3. 400 Block of Keating Avenue (HYD135)
4. 1300 Block of Fifth Street East (HYD318)

Item 8 – Raw water supply and drinking water quality trends:

No changes in raw water supply and drinking water quality trends.

Regular seasonal water turnover of Rainy Lake.

Item 9 – Follow up on action items from previous management review:

2018 Management Review Items

Four (4) follow up items identified

1. Replacement of approximately 500 meters of 150 mm diameter water main along Colonization Road West (from 1302 Colonization Road West to 1448 Colonization Road West):

Status: Due to lack of funding the project has been postponed to 2019 – to go through the 2020 Capital Budget Process. Construction Season.

2. 400 Block of Armit Avenue

Status: No capital funding available in 2019

3. 400 Block of Nelson Street

Status: No capital funding available in 2019.

4. Ensure both cemetery irrigation systems are properly plumbed to ensure the proper backflow protection c/w meter is in place.

Status: No capital fund available in 2019. The Riverview Cemetery works can take place at the same time as item 1 above.

Item 10 – The status of management action items identified between reviews:

No management action items were identified between reviews.

Item 11 – Changes that could affect the Quality Management System (QMS)

Internal/External Audit: No issues

Management Review: No issues.

Any new business development upstream of water intake could potentially contaminate raw water source or supply. No concerns at this time.

Information only:

Where to find – electronically: Revision updates – Last version – check electronic version (latest version) found in W:\QMS Operational Plan\...file name (April 12, 2019; Revision No. 12).

Item 12 - Consumer Feedback:

Customer complaints: Last period – 4 complaints – this period 2 complaints.

Notes:

Typical root causes of complaints

1. Construction projects creating dead-end mains can cause stagnate and discoloured

water issues.

2. Result of water main breaks
3. Maintenance – valve exercising and flushing

Status: Ongoing

Item 13 – The Resources needed to maintain the Quality Management System (QMS):

Council's commitment to provide the following:

Personnel – No issues

Financial – No issues

Item 14 – The results of infrastructure review:

Six (6) year capital plan (In OP – Appendix 1)

On an annual basis

Proposed infrastructure upgrades are discussed and reviewed with operators.

Council reviews and approves.

WTP:

On a monthly basis the WTP Overall Responsible Operator generates a report outlining operational and maintenance activities. The report is circulated and reviewed by the Environmental and Facilities Superintendent, Manager of Operations and Facilities, the O & F Executive Committee and Council.

Upgrades for this period:

Installed two new soda ash pumps

Received upgraded SCADA computers from Lakeside Process Control

New polymer line to clarifier #1

Installed new recirculation pump on boiler

Installed new filtered water sample pump

Painted pipe stands on low level

Water Distribution System:

On a monthly basis, Environmental and Facilities Superintendent generates a report outlining maintenance activities. The report is circulated and reviewed by the Manager of O & F and the O & F Executive Committee and Council.

Upgrades during this period:

Water main valve exercise program – 20% per year – Area 3

Hydrant flushing: Flushing annually

Fire hydrant replacements: see section 7 for a detailed list

Water main isolation valve replacements: see section 7 for a detailed list

Water main replacement (Construction projects):

1200 Block of Third Street East

Colonization Road East/Millroad from Elizabeth Street to Lake Road

Water meters/backflow device installations – ICI sector, ongoing

Scheduled for 2019 Construction:

Replacements/new installation of water mains and services along the following streets:

- a) 300 Block of Second Street East including intersection of Victoria Avenue and Second Street East.

Item 15 – Operational plan currency, content and updates:

Current revision date: April 12, 2019 – Revision 12

Updates – since previous period

Audits – amended OP after the audit review

Document Request Change (DRC) – document changes to Operational Plan such as spelling, grammar, personnel change, etc.. A result of conducting staff meetings to

review the Elements within the Operational Plan - these Elements were amended as follows:

1. D. Herr retired in mid 2018.
2. Element 3 was updated to current Council and Management Team
3. Element 6 – updated distribution list.
4. Element 7 updated to align with DWQMS 2.0
5. Element 8 – updated to align with DWQMS 2.0
6. Element 9 – included entire staff of water department as part of DWQMS Team
7. Element 10 – grammar corrections and clarification to match O. Reg. 128/04
8. Element 12 – grammar corrections
9. Element 13 – updated to match current work processes
10. Element 14 – updated to ensure all applicable documents are reviewed
11. Element 15 – updated to match current work processes
12. Element 21 – full revision of Continuous Improvement section to align with DWQMS 2.0
13. Appendices – updated to match current contact information
14. Element 16 – updated to match plant configuration and current process

Item 16 – Staff Suggestions:

1. Have two (2) trained auditors for the DWQMS and utilize on a rotating basis
2. Maintain four (4) valve intersections
3. When a dead end is created ensure there is a flushing point created as well
4. Remodel the water system
5. Review SOP #3 – new disinfection procedure

November 6, 2019

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Drinking Water Quality Management System - Management Review

Over the past 12 months a couple of significant milestones have been completed in regards to the Drinking Water Quality Management System and are summarized below:

- 1) **External Surveillance Audit** (on-site verification) completed by SAI Global on November 20, 2018 - Auditor Mr. Rod Seabrook
- 2) **8th Internal Audit**, third audit completed by Mr. Tyson Dennis from May 13 to May 29, 2019.
- 3) **8th Management Review Meeting** held on Monday October 21, 2019 to review the implementation of the DWQMS for the period July 1, 2018 to June 30, 2019.

Please find attached the agenda package plus the associated documents which were reviewed at the October 21, 2019 Management Review meeting. Presently under the process outlined in the Operational Plan Element No. 20 - Management Review (See pages No. 75 & 76 of Operational Plan), there were five (5) action items, **rated in priority**, that Council (owner) must review and endorse at this time:

Action Item No. 1) **Train a new Internal Auditor**. Tyson Dennis is no longer employed by the Corporation and therefore we need to train a new internal auditor. It was discussed to train two internal staff to provide coverage in the case that someone leaves the organization and provide relief should one staff not be able to undertake the audit on any given year.

Action Item No. 2) **Replace Approximately 140m of 150mm diameter water main along the 400 Block of Armit Avenue**. The timeline is in accordance with the 2020 budget process where the O & F Division Management will prepare the cost estimate for installation and present this capital expenditure to Council (owner). Further grant opportunities will be explored to offset the cost of this work.

Action Item No. 3) **Replace Approximately 222m of 150mm diameter watermain along the 400 Block of Nelson Street**. The timeline is in accordance with the 2020 budget process where the O & F Division Management will prepare the cost estimate for installation and present this capital expenditure to Council (owner). Further grant opportunities will be explored to offset the cost of this work.

Action Item No. 4) **Replace Approximately 144m of 200mm diameter watermain along Mowat Avenue from First Street to Church Street**. The timeline is in accordance with the 2020 budget process where the O & F Division Management will prepare the cost estimate for installation and present this capital expenditure to Council (owner). Further grant opportunities will be explored to offset the cost of this work.

Action Item No. 5) **Installation of two additional valves along Sinclair Avenue between Victoria Avenue & Armit Avenue in order that the hospital facility can avoid unnecessary boil water advisories being issued** In 2016 a letter was sent to Riverside Healthcare requesting that their internal plumbing be upgraded or upsized to ensure proper fire flow protection can be achieved from the water supplied from either Sinclair or Front Street watermains prior to the installation of two additional isolation valves along Sinclair Avenue. To date no response has been received.

Administration recommends the following:

- 1) That Council (owner) has reviewed the agenda package of the management review meeting held on October 21, 2019.
- 2) That Council (owner) has reviewed and accepted the following five (5) action items as a result of the management review meeting held on October 21, 2019

Action Item No. 1) **Train two new Internal Auditors.**

Action Item No. 2) **Replace Approximately 140m of 150mm diameter water main along the 400 Block of Armit Avenue.**

Action Item No. 3) **Replace Approximately 222m of 150mm diameter watermain along the 400 Block of Nelson Street.**

Action Item No. 4) **Replace Approximately 144m of 200mm diameter watermain along Mowat Avenue from First Street to Church Street.**

Action Item No. 5) **Installation of two additional valves along Sinclair Avenue between Victoria Avenue & Armit Avenue in order that the hospital facility can avoid unnecessary boil water advisories being issued.**

Respectfully Submitted

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

Travis Rob, P.Eng
Manager of Operations and Facilities

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

- 1) That Council (owner) has reviewed the agenda package of the management review meeting held on October 21, 2019.**
- 2) That Council (owner) has reviewed and accepted the following five (5) action items as a result of the management review meeting held on October 21, 2019**

Action Item No. 1) Train a new Internal Auditor.

Action Item No. 2) Replace Approximately 140m of 150mm diameter water main along the 400 Block of Armit Avenue.

Action Item No. 3) Replace Approximately 222m of 150mm diameter watermain along the 400 Block of Nelson Street.

Action Item No. 4) Replace Approximately 144m of 200mm diameter watermain along Mowat Avenue from First Street to Church Street.

Action Item No. 5) Installation of two additional valves along Sinclair Avenue between Victoria Avenue & Armit Avenue in order that the hospital facility can avoid unnecessary boil water advisories being issued.

August 21, 2020

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

Attention: Mr. Craig Miller
Environmental Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility
July 2020 Monthly Report**

As per the operating agreement, the attached document is the July 2020 monthly report for the Fort Frances Wastewater Treatment Facility.

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

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

Yours truly,



Kelly Cunningham
Team Lead

For Jeff St. Pierre
Regional Hub Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
July 2020 Monthly Operations Report**

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of July 2020; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

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

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

LABORATORY

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

JULY 2020 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD ₅	2.1 mg/L	25 mg/L	15 mg/L	11.5 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	2.6 mg/L	25 mg/L	15 mg/L	14.1 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.11 mg/L	1.0 mg/L	0.9 mg/L	0.61 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	8.13 mg/L 6.73 mg/L					
Total Cl ₂ Residual		<0.01 mg/L (when in use)				
E-Coli		10.0 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 6.9 to 7.1; average pH was 7.0		
Temperature degrees C				Temperatures ranged from 14.0 to 16.0 C; average temperature of effluent was 14.7 C		

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

WASTEWATER LIQUID PROCESS

The average daily flow for July was 5376.8 m³/day. This represents 60% of the design average flow. Total treated flow for the month was 166681 m³.

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

MAINTENANCE

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

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Drained and inspected teacup, hosed snail
- Replaced ruptured polymer line and cleaned polymer injection check valve X 2
- Cleaned DO probes
- Replaced the 6V battery in the Verbatim auto dialer
- Chlorinated the EW sampler lines
- Swept and hosed the UV channel
- Greased all clarifier drives

Pump Stations:

- Ran gensets
- Changed seal water strainers
- Asselin Transportation vacuum trucks removed debris from the Central Avenue lift station wet well for 2 days in June.

PROCESS AND OPTIMIZATION ISSUES

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 110.5 m³ (11 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 18.5% TS for the month but slump test results from the landfill site have not been provided.

The Fournier press ran for 123.9 hours in the past month.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

There were no bypass events in the reporting period.

COMMENTS

Plant power consumption for the month was 471 (x 180 multiplier) kWh.

The Fournier press has been operated 946.3 hours in 2020.

Asselin Transportation vacuum trucks removed debris from the Central Avenue lift station wet well for 2 days in June.

Verifications for the bypass weir flow and alarm device as well as the effluent outfall flow and alarm device were completed and posted.

REPORTS

ALS – Environmental Analytical Reports (on-file at plant)

Fort Frances WPCP Equipment Run Time Report (on-file at plant)

Bypass Report (on-file at plant as per occurrence)

Incident Report (on-file at plant as per occurrence)

2020 Fort Frances Wastewater

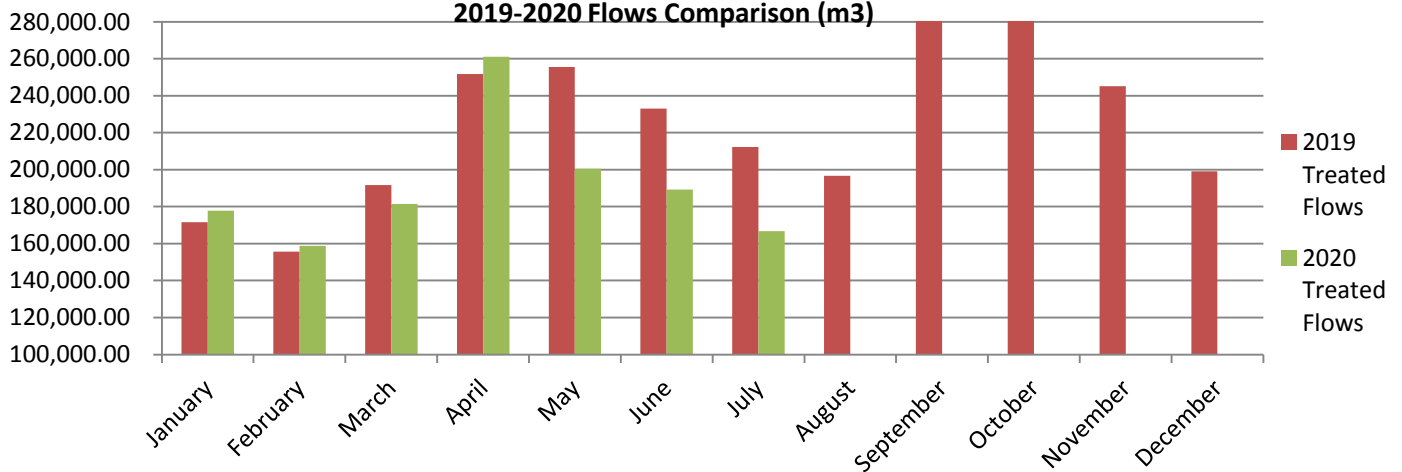
Month	Sewage Flows Year 2020							Usage		Calculated		Sludge		Removal Efficiency	
	Avg. Day Flow	Max Day Flow	Total Treated	Total ByPass	Total Volume	Total ML	% Plant Capacity	Volume Hauled	Sludge Bins	CBOD5	Suspended Solids	Total Phosphorus	0.960994637	0.971077505	0.949877751
	m3	m3	Volume ML	Volume ML	Volume ML	ML		ML							
January	5733.8	6060	177747			177747	64%	113.2	12						
February	5477.0	5861	158832			158832	61%	108.2	11						
March	5852.1	8845	181415			181415	65%	117.1	12						
April	8705.3	12162	261159			261159	97%	149.3	15						
May	6468.6	7612	200528			200528	72%	124.4	12						
June	6308.4	10580	189252			189252	70%	131	13						
July	5376.8	6039	166681			166681	60%	110.5	11						
August							0%								
September							0%								
October							0%								
November							0%								
December							0%								
Sum				0		1335614		853.7	86						
Average	6275		190802			190802	62%	122.0	12.3						
Max		12162	261159			261159			15						
ECA	9000	18000													

	BOD5/CBOD5				Suspended Solids				Total Phosphorus				Nitrogen				E. Coli		pH	
	Avg. Raw	Avg. Eff.	Avg. Load		Avg. Raw	Avg. Eff.	Avg. Load		Avg. Raw	Avg. Eff.	Avg. Load		Avg. Raw	Avg. Eff.	Avg. Load		Geo Mean	Counts	Monthly	Monthly
	BOD (mg/L)	CBOD (mg/L)	CBOD (kg/day)	S.S. (mg/L)	S.S. (mg/L)	S.S. (mg/L)	S.S. (kg/day)	T.P. (mg/L)	T.P. (mg/L)	T.P. (mg/L)	T.P. (kg/day)	T.P. (mg/L)	TKN (mg/L)	Total N (mg/L)	Total N (mg/L)	/100ml		Minimum	Maximum	
Month																				
January	92.6	2.9	16.4	167.8	4.9	28.2	27.2	3.38	0.14	0.12	0.82	0.67	16.2	13.0	12.5	44.6	6.3	6.3	6.6	
February	112.0	9.0	15.9	163.1	5.0	27.2	31.4	2.68	0.12	0.11	0.67	0.68	16.4	13.0	12.4	22.1	6.4	6.4	7.5	
March	99.2	2.6	16.2	149.8	5.3	31.4	45.8	1.88	0.11	0.11	0.96	0.96	14.5	10.1	10.1	49.0	7.0	7.0	7.6	
April	69.8	2.9	24.2	106.4	5.1	45.8	25.2	1.88	0.11	0.10	0.63	0.81	17.5	12.3	12.5	15.2	6.9	6.9	7.2	
May	75.8	2.2	14.2	133.1	3.9	25.2	23.7	1.90	0.10	0.13	0.81	0.61	19.3	8.1	8.1	10.0	6.9	6.9	7.1	
June	79.6	2.3	13.7	154.9	3.8	23.7		1.59	0.13											
July	86.3	2.1	11.5	182.9	2.6	14.1		2.34	0.11											
August																				
September																				
October																				
November																				
December																				
Average	87.9	3.4	16.0	151.1	4.4	27.9		2.3	0.12	0.12	0.74		17.4	11.6	11.6	26.9	6.8	6.8	7.2	
Max	112	9	24.2	182.9	5.3	45.8		3.4	0.14	0.14	0.96		21.9	13	13	49	7	7	7.6	
ECA		25	225		25	225			1.0	1.0	9.0					200	6.0	6.0	9.5	

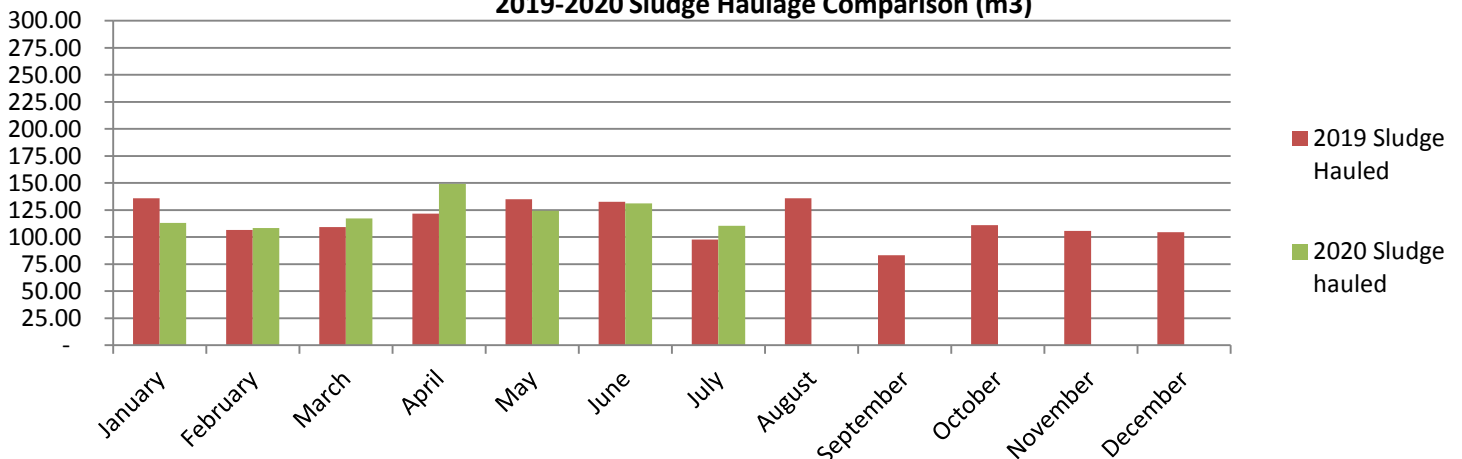
2019-2020 Comparison Chart

Month	2019 Treated Sewage	2020 Treated Sewage	% Variance 2019 to 2020	2019 Hauled Sludge	2020 Hauled Sludge	% Variance 2019 to 2020
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	171,621.00	177,747.00	3%	136.00	113.20	-17%
February	155,707.00	158,832.00	2%	106.70	108.20	1%
March	191,603.00	181,415.00	-6%	109.20	117.10	7%
April	251,711.00	261,159.00	4%	121.60	149.30	23%
May	255,574.00	200,528.00	-27%	135.00	124.40	-8%
June	233,001.00	189,252.00	-23%	132.60	131.00	-1%
July	212,351.00	166,681.00	-27%	97.70	110.50	13%
August	196,772.00		#DIV/0!	136.00		-100%
September	315,918.00		#DIV/0!	83.10		-100%
October	441,076.00		#DIV/0!	111.10		-100%
November	245,097.00		#DIV/0!	105.70		-100%
December	199,047.00		#DIV/0!	104.50		-100%
Totals	2,869,478.00	1,335,614.00	-115%	1,379.20	853.70	-38%

2019-2020 Flows Comparison (m3)



2019-2020 Sludge Haulage Comparison (m3)



Workorder Summary Report

Report Start Date: Jul 1, 2020 12:00 AM

Report End Date: Jul 31, 2020 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
1834402	0000129847	UPS	1103, Fort Frances WPCP, Facility, Power Distribution, Inverter Panels & DC Battery	CALL	Refurbish/ Replace/Repair	0		Plant Power Failure 1103	COMP		7/16/20 11:58 AM	7/16/20 12:02 PM	Plant Power Failure -I arrived at the plant to find nothing but the SCADA system on so I restarted the plant piece by piece and reset phase loss and all alarms.
1835931			1103, Boundary Pumping Station	CALL	Refurbish/ Replace/Repair	0		Boundary Road High Level call in 1103	COMP		7/20/20 02:00 PM	7/20/20 04:45 PM	Boundary Road High Level call in 1103 -I was called by Dale Hughes at 1400 hours on my day off July 20th to assist with a high level condition at Boundary Road lift station. Both pumps at the station were pumping but the level of wastewater in the wet well was not going down. We called Craig Miller and with his assistance we found that the construction contractor up the road had a bypass sewage pump issue that had allowed the sewer to become surcharged to a high level. The contractor indicated that they would bring in an additional pump. Dale informed me that the station was back to normal at about 1800 hours.
1837267	0000129847	UPS	1103, Fort Frances WPCP, Facility, Power Distribution, Inverter Panels & DC Battery	CALL	Refurbish/ Replace/Repair	0		Plant Power Failure 1103	COMP		7/31/20 11:05 AM	7/31/20 11:10 AM	Plant Power Failure -I arrived at the plant and verified incoming power then restarted the plant on hand and reset the phase loss protection.
1828233			1103, Fort Frances WPCP	PM	Refurbish/ Replace/Repair	1	MONTHS	Diesel Gensets Inspection/ Functional Tests (1m) 1103	COMP	7/1/20 12:00 AM	7/27/20 07:18 AM	7/27/20 07:18 AM	Diesel Gensets Inspection/ Functional Tests -Exercised gensets at lift stations and portable generators as well. Kelly C
1828249			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	7/1/20 12:00 AM	7/31/20 11:21 AM	7/31/20 11:21 AM	
1828260			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	7/1/20 12:00 AM	8/7/20 02:04 PM	8/7/20 02:04 PM	
1828592			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	7/1/20 12:00 AM	7/31/20 07:30 AM	7/31/20 08:30 AM	Blower Maint. -I grease all blowers and checked air filters.

Workorder Summary Report

Report Start Date: Jul 1, 2020 12:00 AM

Report End Date: Jul 31, 2020 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
1828600	0000246402	CENTRIFUGE GS2-2-1 TEACUP/ GRIT SNAIL	1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting	PM	Inspection	1	MONTHS	Teacup Centrifuge Inspection/ Service (1m/3m/1y) 1103	COMP	7/1/20 12:00 AM	7/30/20 08:00 AM	7/30/20 10:00 AM	Teacup Inspection -I removed the lid and found minimal debris .
1829088	0000246414	TANK PROCESS CLARIFIER SECONDARY CELL #1	1103, Fort Frances WPCP, Process, Secondary Treatment	PM	Refurbish/ Replace/Repair	1	YEARS	Secondary Clarifier Cell #1 Inspection/Service (1y) 1103	COMP	7/1/20 12:00 AM	7/30/20 12:00 PM	7/30/20 01:00 PM	Clarifier Maint -I greased all bearings
1829091	0000246415	TANK PROCESS CLARIFIER SECONDARY CELL #2	1103, Fort Frances WPCP, Process, Secondary Treatment	PM	Refurbish/ Replace/Repair	1	YEARS	Secondary Clarifier Cell #2 Inspection/Service (1y) 1103	COMP	7/1/20 12:00 AM	7/30/20 01:00 PM	7/30/20 02:00 PM	Clarifier Maint -I greased all bearings. DH

2020 - Tonnage at Landfill Site - Updated September 2, 2020

2020 - Tonnage at Landfill Site - Updated September 2, 2020											2019		2020			
MONTH	Residential Waste tonnes	Res %	ICI Waste tonnes	ICI %	Non Community Waste tonnes	Non Com %	Covering Material tonnes	2019	Average last 10 years	2020	Total Fees	Average last 10 years	Total Fees	2020-2019 Tonnes	2020-2019 Fees	
								Total Tonne	Total Tonne	Total Tonne		Fees 2010 to 2019				
JAN	155.55	36.11	264.88	61.50	10.30	2.39	0.00	548.19	395.44	430.73	\$27,590.90	\$21,533.59	\$27,424.15	-117.46	-\$166.75	
FEB	127.99	32.35	238.46	60.27	29.20	7.38	0.00	360.69	317.98	395.65	\$21,887.90	\$17,034.00	\$23,407.65	34.96	\$1,519.75	
MAR	192.66	43.40	243.75	54.90	7.54	1.70	9.30	485.71	426.17	443.95	\$76,269.12	\$23,642.71	\$29,051.15	-41.76	-\$47,217.97	
APRIL	284.22	46.49	315.97	51.68	11.15	1.82	36.90	740.62	580.93	611.34	\$49,329.50	\$32,712.97	\$42,244.30	-129.28	-\$7,085.20	
MAY	384.70	49.49	386.03	49.66	6.60	0.85	4146.71	854.39	729.67	777.33	\$50,989.10	\$39,340.52	\$50,040.01	-77.06	-\$949.09	
JUNE	277.79	46.29	317.21	52.86	5.08	0.85	10319.37	757.98	827.61	600.08	\$46,821.00	\$39,940.83	\$50,850.20	-157.90	\$4,029.20	
JULY	274.38	40.93	385.42	57.49	10.62	1.58	4682.21	769.45	604.11	670.42	\$47,024.80	\$36,877.55	\$49,691.30	-99.03	\$2,666.50	
AUG	283.68	36.83	477.17	61.95	9.36	1.22	959.26	732.28	678.70	770.21	\$49,303.70	\$37,960.82	\$55,399.40	37.93	\$6,095.70	
SEPT		#DIV/0!		#DIV/0!		#DIV/0!		662.16	673.32	0.00	\$42,611.05	\$38,481.31		-662.16	-\$42,611.05	
OCT		#DIV/0!		#DIV/0!		#DIV/0!		673.40	834.68	0.00	\$44,233.50	\$43,709.40		-673.40	-\$44,233.50	
NOV		#DIV/0!		#DIV/0!		#DIV/0!		677.40	576.61	0.00	\$41,877.80	\$30,714.80		-677.40	-\$41,877.80	
DEC		#DIV/0!		#DIV/0!		#DIV/0!		433.30	428.15	0.00	\$26,849.40	\$22,463.35		-433.30	-\$26,849.40	
Average per monthly	247.62	34.23	328.61	60.88	11.23	4.89	2519.22		589.45	391.64	\$43,732.31	\$32,034.32	\$41,013.52	-253.54	-49,870.06	
Total	1980.97		2628.89		89.85		20153.75		7073.37	4699.71	\$524,787.77	\$384,411.84	\$328,108.16	-2995.86	-\$196,679.61	
Town of Fort Frances Tonnage											\$524,787.77	Actual	\$328,108.16			
	4609.86										\$407,271.00	Budget	\$414,194.00			
Total Tonnage	4699.71										\$524,787.77	Forecasted	\$492,162.24			
Residential Tonnage	1980.97	42.15%														
ICI Tonnage	2628.89	55.94%														
Coverage material	20153.75															

Sewer & Water Data for 2020

up-dated September 2, 2020

Month	Days per month	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020-2019	2020-2019	2020	2020	Monthly
		Total	daily	Couch.	Couch.	Couch.	Total	daily	Couch.	Couch.	Couch.	Diff	Diff	Difference	Infiltration	Infiltration
		Sewage	Sewage	Sewage	Sewage	Sewage	Treated	Treated	2 Water	2 Water	Water	Treated	Wastewater	STP-WTP	daily average	US Gallons
		STP	STP	Meters	Meters	%	WTP	WTP	Meters	Meters	%	WTP	STP			
		cu. meters	cu. meters	cu. meters	cu. meters		cu. meters	cu. meters	cu. meters	cu. meters						
		monthly	daily	monthly	daily		monthly	daily	monthly	daily						
January	31	177747	5733.77	8544	275.61	4.81%	108720	3507.1	5985	193.1	5.50%	-6720.0	6126.0	69027.0	2226.7	18,235,001
February	28	158832	5672.57	8340	297.86	5.25%	101900	3639.3	5985	213.8	5.87%	-10520.0	3125.0	56932.0	2033.3	15,039,840
March	31	181415	5852.10	10364	334.32	5.71%	105300	3396.8	6480	209.0	6.15%	-16080.0	-10188.0	76115.0	2455.3	20,107,452
April	30	261159	8705.30	12327	410.90	4.72%	96350	3211.7	6480	216.0	6.73%	-9920.0	9448.0	164809.0	5493.6	43,537,923
May	31	200528	6468.65	9807	316.35	4.89%	111690	3602.9	7775	250.8	6.96%	10430.0	-55046.0	88838.0	2865.7	23,468,512
June	30	189252	6308.40	5929	197.63	3.13%	115660	3855.3	7775	259.2	6.72%	4800.0	-43749.0	73592.0	2453.1	19,440,946
July	31	166681	5376.81	8858	285.74	5.31%	139030	4484.8		0.0	0.00%	16670.0	-45670.0	27651.0	892.0	7,304,620
August	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-118250.0	-196772.0	0.0	0.0	-
September	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-100160.0	-315918.0	0.0	0.0	-
October	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-173967.0	-441076.0	0.0	0.0	-
November	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-174097.0	-245097.0	0.0	0.0	-
December	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-182137.0	-199047.0	0.0	0.0	-
Total	365	1335614		64169			778650.0		40480.0			-759951.0	-1533864.0	556964.0	1525.9	147,134,294
Monthly Average		195936.2	6486.5	9876.4	327.0		104792.0	3471.5	6541.0	216.5	0.1	-6562.0	-9307.0	91144.2	3014.9	24077745.6

Frog Creek Station equipment failure reporting negative flows. Reported here as 0