

# TOWN OF FORT FRANCES

AGENDA - September 14, 2020

[Join Microsoft Teams Meeting](#)

[+1 807-701-5975](#) Canada, Thunder Bay (Toll)

Conference ID: 582 261 596#

## COMMITTEE OF THE WHOLE MEETING

Virtually

(Session No. 048) 5:30 PM

Page

1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof.**
4. **Council Reports on Board & Committee Activity:**
  - 4.1 Mayor June Caul - verbal update  
Councillor Micheal Behan - verbal update  
Councillor Wendy Brunetta - verbal update  
Councillor Andrew Hallikas - verbal update
5. **Consent Agenda:**
  - 5.1 Amended Property Assessment Notice re: 400 Eighth Street East (2020). 6 - 13  
  
-approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to receive the amended Property Assessment Notice for the property located at 400 Eighth Street East in Fort Frances for the 2020 taxation year as received from MPAC.
  - 5.2 Request for Reconsideration - Minutes of Settlement - 1275 Idylwild Drive (2020) 14 - 19  
  
- approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to process the Minutes of Settlement for the property located at 1275 Idylwild Drive as received.
  - 5.3 Request for Reconsideration - Minutes of Settlement re: 1267 Idylwild Drive (2020). 20 - 25  
  
- approval of this report will agree to the recommendation of the

	Page
Administration and Finance Executive Committee to process the Minutes of Settlement for the property located at 1267 Idylwild Drive as received.	
5.4 Bear Clan Patrol Request.	26 - 30
- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to provide a \$500.00 donation through the Council Public Relations budget to the Bear Clan Patrol Fort Frances and to seek other donations from divisions within the Town.	
5.5 Financial Assistance in Response to COVID-19.	31
- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to repeal By-Law 16/06-F and commence collection efforts and disconnections, where necessary, for Water and Sewer Accounts.	
5.6 Addition to Community Service User Fees	32
- approval of this report will agree with the recommendation of the Community Services Executive Committee for approval of the additional user fees in the Community Services Division.	
5.7 Fall 2020 Arena Ice in procedures and recommendation	33 - 41
- approval of this report will agree with the recommendation of the Community Services Executive Committee to approve the Fall 2020 Arena Ice in Procedures, recommending to the user groups to delay the start of the U9 and younger programs and to charge 1.5 hours of ice time for each 50 minute ice time period, and further that it is understood that the fees being charged and the 'no spectators' rule will be revisited two weeks into the ice season.	
5.8 Request for Private Well and Septic Services - Eighth Street East (R. Lundy)	42 - 52
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to permit private well and septic services at the lands defined within this report subject to the conditions outlined.	
5.9 B3-2020 - Application to Remove Holding Provision - Eighth Street East (R. Lundy)	53 - 69
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to remove the holding provision from the lands defined within this report subject to the conditions outlined.	



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5.10 Syncor Request to Retract SPCA from Title	70 - 77
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to approve the request by Syncor Contracting to retract the site plan agreement from the title of PINs 56018-0199 and 56018-2279 and that all costs associated with be borne by Syncor Contracting.	
5.11 Letter dated July 10 from A. McEwan re: lighting on 5th Street East	78 - 80
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to not add additional lighting in the area of 5th Street East and Colonization Road East, including around the docks; and further allow the property owner to install a camera on the 5th Street Lift Station 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.	
5.12 2019/2020 Connecting Link Program Funding Agreement - Kings Highway Reconstruction	81 - 125
- approval of this report will agree with the recommendation of the Operations & 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.	
5.13 Sewer Rooting - Requests for Reimbursement	126 - 150
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee 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, that each case continues to be considered individually going forward and further that only works completed during the service reduction period, related specifically to COVID-19.	
5.14 Entering into a new Terminal Kiosk Lease with Northern Youth Programs	151 - 177
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee that the lease agreement with Northern Youth Programs be executed and further that the Mayor and Clerk be authorized to execute the lease agreement on behalf of the Corporation.	

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5.15 Drinking Water Quality Management Systems Management Review	178 -
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee as outlined in the report including six action items.	180
<b>6. <u>Administration and Finance Division:</u></b>	
6.1 New Policy - Mandatory Use of Mask or Face Covering within the Corporation of the Town of Fort Frances	181 -
- approval of this report will authorize implementation of the Mandatory Use of Mask or Face Covering policy within the Corporation of the Town of Fort Frances.	184
<b>7. <u>Planning and Development Division:</u></b>	
7.1 RFP 20-AF-10 Award - Civic Centre Office Renovation Design Works	185 -
- approval of this report will agree with the recommendation of Administration to award RFP 20-AF-10 to FormStudio Architects and that the costs exceeding the capital budget, being \$6270.19, be taken from building reserves, and that the Mayor and Clerk be authorized to execute the agreement with FormStudio Architects on behalf of the Corporation of the Town of Fort Frances.	189
<b>8. <u>Operations and Facilities Division:</u></b>	
8.1 Extension Agreement with Emterra for Recycling Transportation and Processing	190 -
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to enter into an extension agreement with Emterra for Recycle transportation and processing up to December 31, 2020 and further that the Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.	193
8.2 Verbal Update on Capital Projects	
<b>9. <u>General:</u></b>	
9.1 J. Cumming, Economic Development Advisory Committee - Virtual Meetings - for Council discussion and direction.	194
9.2 COVID-19 Update	
<b>10. <u>Information:</u></b>	
10.1 Fort Frances Fire & Rescue Service - July 2020 Report.	195 -
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10.2 Building Statistics - August 2020	198

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10.3 Fort Frances Wastewater Treatment Facility - July 2020 Monthly Report	199 - 207
10.4 Tonnage at Landfill Site - updated September 2, 2020	208
10.5 Sewer & Water Data for 2020	209
10.6 Annual Review of Tiered Response Agreement with RRDSSAB	210 - 213
<b>11. <u>Non-agenda items:</u></b>	
<b>12. <u>ADJOURNMENT</u></b>	

**Treasury Report 2020/53**

To: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: August 31, 2020

SUBJECT: Amended Property Assessment Notice  
RE: 400 Eighth Street East (2020) Roll # 5912-020-006-00800-0000

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**BACKGROUND**

Attached is the Amended Property Assessment Notice for the 2020 taxation year under the *Assessment Act* from MPAC and has resulted in a correction of factual information about the property. These changes are effective for taxation beginning January 1, 2020.

That total financial impact of the Amended Property Assessment Notices is \$79.70 consisting of a reduction of municipal revenue of \$69.66 and education revenue of \$4.36 as listed in the attached Write-offs/Tax Account Adjustment worksheet.

**RECOMMENDATION**

The Administration & Finance Executive Committee recommends that Council receive the Amended Property Assessment Notice for property located at 400 Eighth Street East in Fort Frances for the 2020 taxation year as received from MPAC.

***Council Approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to receive the Amended Property Assessment Notices for the property located at 400 Eighth Street East in Fort Frances for the 2020 taxation year as received from MPAC.***

**2020 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS**  
**PRANS**

# Days	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
	2020	2.6.00800	-11,400	FTEP	0.00437592	0.00038250	-49.89	-4.36						-54.25
	2020	2.6.00800	-600	CT	0.03294645	0.00947194	-19.77					-5.68		-25.45
							-69.66	-4.36				-5.68		-79.70



HAMMOND ARTHUR EDWIN  
HAMMOND NIOMA LOUISE  
600 VICTORIA AVE  
FORT FRANCES ON P9A 2C6

Issue Date:  
June 30, 2020

## Amended Property Assessment Notice

For the 2020 property  
taxation year

### THIS IS NOT A TAX BILL.

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing and classifying more than five million properties in Ontario in compliance with the *Assessment Act* and regulations set by the Government of Ontario.

#### Why am I receiving this Notice?

This Amended Property Assessment Notice replaces the Notice we previously sent. We have corrected factual information about your property which has changed the assessment and/or classification. This change is effective for taxation beginning January 1, 2020.

#### Account Information:

Roll Number	59 12 020 006 00800 0000
AboutMyProperty™ Access Key	6F936 AB85F C888D
Your property's location and description	400 EIGHTH ST E PT SE1/4 SEC 28 RP 48R2439 PARTS 1 TO 3 PCL 8443 AND RP 48R4046 PART 1 PCL 24838
Lot area	4.25 acres
Municipality	FORT FRANCES TOWN

#### Amended assessment information:

MPAC's assessed value of your property as of <b>January 1, 2016</b>	\$312,000
MPAC's assessed value of your property as of <b>January 1, 2012</b>	\$197,784
Between <b>2012</b> and <b>2016</b> , your property's assessed value changed by	\$114,216

Under the phase-in provision in the *Assessment Act*, an increase in assessed value is introduced gradually. A decrease in assessed value will be introduced immediately. The January 1, 2016 assessed value and classification of your property will be used as the basis for calculating your 2020 property taxes.

Please see Attachment (1) for an itemized list of the assessment changes and the assessment for each property classification related to your property.

**This Amended  
Property Assessment  
Notice has important  
information for you as  
a property owner.**

Please review it and file it  
away for your records.

#### No action is required

unless you disagree  
with your assessment.

#### CONTACT US

1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday  
8 a.m. to 5 p.m.

If you have accessibility  
needs, please call us  
for assistance.

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

About My  
Property.ca

Page 8 of 213

**Property summary**

Roll Number:	59 12 020 006 00800 0000
Property type	Farm with residence with com/Ind
Property information	Frontage: 287.18 feet Depth: 646.00 feet

**Understanding your Amended Property Assessment Notice**

Why am  
I receiving  
this notice ?

MPAC previously sent a Notice on the assessed value and/or classification of your property. Since then, we have made corrections in the factual information about your property.

This may include the property's:

- buildings or other structures
- use
- lot size
- legal description, or
- other factual information that affects its assessed value and/or classification

**Have questions about your property assessment?**

About My  
Property.ca

Register and log in to [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca) to learn more about how your property was assessed, see the information we have on file, as well as to compare it to others in your area. You can register using the **Roll Number** and **Access Key** in the Account Information section on page 1 of this Notice.

**Have questions?**

We're here to help. Contact us at 1 866 296-6722 and one of our property assessment experts will help guide you through your Notice. Have a question about your property taxes? Contact your municipality for assistance.

**Still not sure about your property's assessed value?**

You can file a Request for Reconsideration at [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca) and MPAC will review your assessment, free of charge. You also have the option to file an appeal with the ARB. Your Request for Reconsideration and appeal deadlines are on page 3 of this Notice.



## Attachment (1)

Roll Number: 59 12 020 006 00800 0000

### Change(s) to your property assessment

#### Previous assessment information

Property class/ qualifier	Value as of Jan. 1, 2012	Value as of Jan. 1, 2016	Assessed value 2020
Commercial Taxable	\$3,352	\$3,400	\$3,400
Farm Taxable	\$82,425	\$94,200	\$94,200
Residential Taxable	\$127,987	\$226,400	\$226,400
Total	\$213,764	\$324,000	\$324,000

#### Amended for the 2020 tax year

Property class/ qualifier	Value as of Jan. 1, 2012	Value as of Jan. 1, 2016	Assessed value for tax year 2020
Commercial Taxable	\$2,761	\$2,800	\$2,800
Farm Taxable	\$72,450	\$82,800	\$82,800
Residential Taxable	\$122,573	\$226,400	\$226,400
Total	\$197,784	\$312,000	\$312,000

#### School support:

Property class		2020 Assessment
Commercial	Not Applicable	\$2,800
Farm	English-Public	\$82,800
Residential	English-Public	\$226,400

### Deadlines for a Request for Reconsideration (RfR) and/or appeal of the assessment change(s)

If you do not agree with the change(s) in the value and/or the classification, you may file an RfR or appeal.

#### Owners of a property with a residential, farm or managed forests classification:

If you want a review of your property assessment change(s), the first step is to ask MPAC for a free-of-charge RfR. You must do this before you can appeal to the Assessment Review Board (ARB).

**Your deadline for requesting an RfR is October 28, 2020.** To file an RfR, visit [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca).

#### Owners of other property classifications:

You may (but do not have to) ask for a free-of-charge RfR before considering an appeal to the ARB.

**Your ARB filing deadline is October 28, 2020.** To file an appeal, visit the ARB's website at [www.elto.gov.on.ca](http://www.elto.gov.on.ca).

#### For all properties:

If you submit an RfR, you must wait for MPAC's decision before you may appeal to the ARB.





## Attachment (1) continued

Roll Number: 59 12 020 006 00800 0000

### Occupants directing school taxes

The following information outlines the units on your property directing school taxes. This is not necessarily associated with the classification of your property.

Please see the **"Change(s) to your property assessment"** section of this Notice for information regarding the property classification for taxation purposes.

Sub. No.	Unit Class	Name & Location of Occupant	School Board Supported	School Board Taxes
0001	FRU	HAMMOND ARTHUR EDWIN HAMMOND NIOMA LOUISE 400 EIGHTH ST E	English-Public English-Public	English-Public
0002	FL	HAMMOND ARTHUR EDWIN 400 EIGHTH ST E	English-Public	English-Public

### Legend for occupants directing school taxes

- RU: Residential unit
- RDU: Recreational dwelling unit
- FRU: Farm residential unit
- MF: Managed forests
- CL: Conservation land
- FL: Farm land

HAMMONS

Extract Date: June 22, 2020		Appeal Date: October 28, 2020		vided by MPAC; Production Servi	
Destination: Post Roll Amended Notice (2020-01-01)		Activity Trigger		on Attributed School Support	
Event Types		Incorrect Facts - Value		P - English Public	
Subject		Subject		Not Applicable	
ROL (2020-01-01)		ROL (2020-01-01)		Year 4	
Sub ID		Tax Year		Starting Point CVA	
Roll Number		Realty RT		Destination Point CVA	
Sub ID		Reason C		RTQ	
0000	591202000600800	2020	C	T	2761
0000		2020	F	T	72450
0000		2020	R	T	122573
0000	591202000600800	2020	C	T	3352
0000		2020	F	T	82425
0000		2020	R	T	127987
					2800
					82800
					226400
					3400
					94200
					226400

Date: 2020-07-31 8:57:14 AM  
User: hhatch  
Batch: HH07312020HAM

Town of Fort Frances  
Distribution Summary  
Property Taxes

Account Number	Account Description	Amount
1001-0000-0040-10241	Taxes Receivable- Current	-\$79.70
1001-0150-0121-50014	Farmland Tax	\$49.89
10-010-0150-0122-50014	Commercial Tax Full - T (Including D	\$19.77
10-010-0151-0121-50014	Farmland Tax	\$4.36
10-010-0151-0122-50014	Commercial Tax Full - T (Including D	\$5.68
Report Total:		\$0.00
*** E N D O F R E P O R T ***		



## Treasury Report 2020/54

To: Mayor Caul & Members of Council  
 FROM: Dawn Galusha, Treasurer  
 DATE: August 31, 2020  
 SUBJECT: Request for Reconsideration M.O.S.  
 RE: 1275 Idylwild Dr. (2020) Roll # 5912-030-007-18700-0000

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### BACKGROUND

Attached are the Minutes of Settlement for the 2020 taxation year under Section 39.1 of the *Assessment Act* from MPAC with regard to the following property:

- 1275 Idylwild Dr. – Residential (RT) CVA of 587,000 reduced to CVA of 434,000 effective January 1, 2020 for the 2020 taxation year resulting from condition of structures and updated structure data.

The Municipality may object to the *Request for Consideration Minutes of Settlement* applications within 90 days after receiving the notice for the above referenced property filed under Section 39.1 of the *Assessment Act* as listed on the M.O.S. application being November 5, 2020.

That total financial impact of the Minutes of Settlement is \$2,912.15 consisting of a reduction of municipal revenue of \$2,678.06 and education revenue of \$234.09 as listed in the attached Write-offs/Tax Account Adjustment worksheet.

### RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council process the Minutes of Settlement for the property located at 1275 Idylwild Dr. as received.

***Council Approval of this Report will agree to the recommendation of the Administration and Finance Executive Committee to process the Minutes of Settlement for the property located at 1275 Idylwild Dr. as received.***

# Days	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
MOS	2020	3.7.18700	-153,000	RTEP	0.01750367	0.00153000	-2,678.06	-234.09						-2,912.15

**Minutes of Settlement  
2020 Tax Year  
Results of Request for Reconsideration  
Property Assessment Notice**



MUNICIPAL PROPERTY  
ASSESSMENT CORPORATION  
SOCIÉTÉ D'ÉVALUATION  
FONCIÈRE DES MUNICIPALITÉS

SANDRA SUSAN COUSINEAU  
PO BOX 11 STN MAIN  
FORT FRANCES ON P9A 3M5  
CANADA

**Contact Us**



Call: 1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday 8 a.m. to 5 p.m.



Email: enquiry@mpac.ca



Write: MPAC, 1340 Pickering Parkway  
Suite 101, Pickering ON L1V 0C4

If you have any accessibility  
needs, please contact MPAC  
for assistance.

This Minutes of Settlement document contains the results of the Municipal Property Assessment Corporation's (MPAC) review of your Request for Reconsideration for the following property. You have a choice to accept or reject the revised property assessment below.

<b>Owner name(s)</b>	SANDRA SUSAN COUSINEAU
<b>Roll number</b>	59-12-030-007-18700-0000
<b>Property location and description</b>	1275 IDYLWILD DR PLAN SM88 PT LOT 14 DEED2839
<b>Municipality/Local taxing Authority</b>	Town of Fort Frances

**CURRENT Property Assessment**

**Property  
Classification**

Residential (RT)  
**Total**

**Current Value Assessed**

	<b>2012</b>	<b>2016</b>
	\$411,000	\$587,000
	<b>\$411,000</b>	<b>\$587,000</b>

**Property  
Classification**

Residential (RT)  
**Total**

Effective date: January 01, 2020

**Phase-in Assessment for Taxation Years**

**2020**

\$587,000

**\$587,000**

**RECOMMENDED Property Assessment**

**Property  
Classification**

Residential (RT)  
**Total**

**Current Value Assessed**

	<b>2012</b>	<b>2016</b>
	\$411,000	\$434,000
	<b>\$411,000</b>	<b>\$434,000</b>

**Property  
Classification**

Residential (RT)  
**Total**

Effective date: January 01, 2020

**Phase-in Assessment for Taxation Years**

**2020**

\$434,000

**\$434,000**

**Why your property assessment changed**

- **Changed value due to condition of structure(s)**
- **Updated structure data**

**What this change means to you**

Under Ontario's Assessment Act, the January 1, 2016 assessed value and classification of your property will be used to calculate your 2020 property taxes.



Please check (✓) one of the following:

- ☒ I accept my recommended assessment  
I understand that if I **accept** the recommended assessment on page one of this form, my municipality or local taxing authority will use it to adjust my property taxes. It also has the option to object to the recommended assessment and appeal it to the Assessment Review Board (ARB).

OR

- ☐ I reject my recommended assessment  
I understand that if I **reject** the recommended assessment on page one of this form, the assessed value of my property will stay the same as it appears on my 2016 Property Assessment Notice. I also understand that I may appeal MPAC's decision to the Assessment Review Board by October 12, 2020.

To complete your Request for Reconsideration, please check one of the above boxes, sign and send a copy of the entire document to MPAC in one of the following ways:



Email: enquiry@mpac.ca



Write: MPAC, 1340 Pickering Parkway,  
Suite 101, Pickering ON L1V 0C4

We must receive your response no later than August 28, 2020. If you do not provide a response by checking one of the above boxes, the 2016 assessment of your property will not change.

Signature of property owner/representative <i>S. Cousineau</i>	Print name Sandra Susan Cousineau	Date (yyyy/mm/dd) <del>2020/08/05</del> 2020/08/05
-------------------------------------------------------------------	--------------------------------------	-------------------------------------------------------

Signature of MPAC representative <i>Walter Veneruzzo</i>	Print name Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2020/07/14
-------------------------------------------------------------	-------------------------------------------------------------------------------	---------------------------------

**Objection by Municipality or Local Taxing Authority**

Signature of municipal representative	Print name and title	Date (yyyy/mm/dd)
---------------------------------------	----------------------	-------------------

Last date for a municipal appeal: November 5, 2020

**PLEASE NOTE:** MPAC reserves the right to revise the phased-in assessment amounts included in this Minutes of Settlement if there are any changes in the law that affect the 2016 Current Value Assessment (CVA).

Tax Year: 2020

Roll Number: 59-12-030-007-18700-0000

System: 2020-08-07 3:21:47 PM  
User: hhatch

Town of Fort Frances  
Levy By Assessment Code

Batch: HH08072020COUS

Roll	Name	Assessment Code	Description	Assessment	Levy Amount	General
030007187000000	COUSINEAU SANDRA SUSAN					
General	RTEP		Res/Farm Tx:Full - EPubSup	-\$153,000	-\$2,912.15	
Roll Total:				-\$153,000	-\$2,912.15	
				-\$153,000	-\$2,912.15	-\$153,000

\*\*\* END OF REPORT \*\*\*



Date: 2020-08-07 3:21:35 PM  
User: hhatch

Town of Fort Frances  
Distribution Summary  
Property Taxes

Batch: HH08072020COUS

Account Number	Account Description	Amount
1 001-0000-0040-10241	Taxes Receivable- Current	-\$2,912.15
1 010-0150-0121-50018	Residential - EP	\$2,678.06
1 010-0151-0121-50018	Residential - EP	\$234.09
Report Total:		\$0.00
*** END OF REPORT ***		



## Treasury Report 2020/55

To: Mayor Caul & Members of Council  
 FROM: Dawn Galusha, Treasurer  
 DATE: August 31, 2020  
 SUBJECT: Request for Reconsideration M.O.S.  
 RE: 1267 Idylwild Dr. (2020) Roll # 5912-030-007-18500-0000

---

### BACKGROUND

Attached are the Minutes of Settlement for the 2020 taxation year under Section 39.1 of the *Assessment Act* from MPAC with regard to the following property:

- 1267 Idylwild Dr. – Residential (RT) CVA of 510,000 reduced to CVA of 432,000 effective January 1, 2020 for the 2020 taxation year resulting from condition of structures and updated structure data.

The Municipality may object to the *Request for Consideration Minutes of Settlement* applications within 90 days after receiving the notice for the above referenced property filed under Section 39.1 of the *Assessment Act* as listed on the M.O.S. application being November 5, 2020.

That total financial impact of the Minutes of Settlement is \$1,484.63 consisting of a reduction of municipal revenue of \$1,365.29 and education revenue of \$119.34 as listed in the attached Write-offs/Tax Account Adjustment worksheet.

### RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council process the Minutes of Settlement for the property located at 1267 Idylwild Dr. as received.

***Council Approval of this Report will agree to the recommendation of the Administration and Finance Executive Committee to process the Minutes of Settlement for the property located at 1267 Idylwild Dr. as received.***

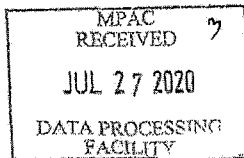
# Days	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
MOS	2020	3.7.18500	-78,000	RTEP	0.01750367	0.00153000	-1,365.29	-119.34						-1,484.63

**Minutes of Settlement  
2020 Tax Year  
Results of Request for Reconsideration  
Property Assessment Notice**



MUNICIPAL PROPERTY  
ASSESSMENT CORPORATION  
SOCIÉTÉ D'ÉVALUATION  
FONCIÈRE DES MUNICIPALITÉS

ANGELA DAWN DEGAGNE  
LEON BLAINE DEGAGNE  
SITE 204-4  
RR 2  
FORT FRANCES ON P9A 3M3  
CANADA



**Contact Us**



Call: 1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday 8 a.m. to 5 p.m.



Email: enquiry@mpacca



Write: MPAC, 1340 Pickering Parkway  
Suite 101, Pickering ON L1V 0C4

If you have any accessibility  
needs, please contact MPAC  
for assistance.

This Minutes of Settlement document contains the results of the Municipal Property Assessment Corporation's (MPAC) review of your Request for Reconsideration for the following property. You have a choice to accept or reject the revised property assessment below.

<b>Owner name(s)</b>	ANGELA DAWN DEGAGNE LEON BLAINE DEGAGNE
<b>Roll number</b>	59-12-030-007-18500-0000
<b>Property location and description</b>	1267 IDYLWILD DR PLAN SM88 S1/2 LOT 12 PCL 12-1
<b>Municipality/Local taxing Authority</b>	Town of Fort Frances

**CURRENT Property Assessment**

**Property  
Classification**

Residential (RT)  
**Total**

Current Value Assessed	
2012	2016
\$352,767	\$510,000
<b>\$352,767</b>	<b>\$510,000</b>

**Property  
Classification**

Residential (RT)  
**Total**

Effective date: January 01, 2020  
**Phase-in Assessment for Taxation Years**

2020
\$510,000
<b>\$510,000</b>

**RECOMMENDED Property Assessment**

**Property  
Classification**

Residential (RT)  
**Total**

Current Value Assessed	
2012	2016
\$352,767	\$432,000
<b>\$352,767</b>	<b>\$432,000</b>

**Property  
Classification**

Residential (RT)  
**Total**

Effective date: January 01, 2025  
**Phase-in Assessment for Taxation Years**

2020
\$432,000
<b>\$432,000</b>

**Why your property assessment changed**

- **Assessment changed to reflect sale price**

**What this change means to you**

Under Ontario's *Assessment Act*, the January 1, 2016 assessed value and classification of your property will be used to calculate your 2020 - 2020 property taxes. MPAC will introduce **any increase** in the assessed value of your property gradually, over a four-year period. This helps ensure property tax stability and predictability. MPAC will make **any decrease** in the assessed value of your property right away.



Please check (✓) one of the following:

- ☒ I accept my recommended assessment  
I understand that **if I accept** the recommended assessment on page one of this form, my municipality or local taxing authority will use it to adjust my property taxes. It also has the option to object to the recommended assessment and appeal it to the Assessment Review Board (ARB).

OR

- ☐ I reject my recommended assessment  
I understand that **if I reject** the recommended assessment on page one of this form, the assessed value of my property will stay the same as it appears on my 2016 Property Assessment Notice. I also understand that I may appeal MPAC's decision to the Assessment Review Board by September 28, 2020.

To complete your Request for Reconsideration, please check one of the above boxes, sign and send a copy of the entire document to MPAC in one of the following ways:



Email: enquiry@mpac.ca



Write: MPAC, 1340 Pickering Parkway,  
Suite 101, Pickering ON L1V 0C4

We must receive your response no later than August 14, 2020. If you do not provide a response by checking one of the above boxes, the 2016 assessment of your property will not change.

Signature of property owner/representative 	Print name Blaine DeGagne	Date (yyyy/mm/dd) 2020/07/12
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Signature of MPAC representative 	Print name Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2020/06/30
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**Objection by Municipality or Local Taxing Authority**

Signature of municipal representative	Print name and title	Date (yyyy/mm/dd)
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Last date for a municipal appeal: November 5, 2020

**PLEASE NOTE:** MPAC reserves the right to revise the phased-in assessment amounts included in this Minutes of Settlement if there are any changes in the law that affect the 2016 Current Value Assessment (CVA).

Tax Year: 2020

Roll Number: 59-12-030-007-18500-0000

Batch: HH072020DEG

Roll #	Name	Assessment Code	Description	Assessment	Levy Amount	General
030007185000000	DEGAGNE LEON BLAINE					
General		RTEP	Res/Farm Tx:Full - EPubSup	-\$78,000	-\$1,484.63	
Roll Total:				-\$78,000	-\$1,484.63	
				-\$78,000	-\$1,484.63	-\$78,000

\*\*\* END OF REPORT \*\*\*

Batch: HH072020DEG

Account Number	Account Description	Amount
1001-0000-0040-10241	Taxes Receivable- Current	-\$1,484.63
1010-0150-0121-50018	Residential - EP	\$1,365.29
1010-0151-0121-50018	Residential - EP	\$119.34
Report Total:		\$0.00
*** E N D O F R E P O R T ***		

**TREASURY REPORT 2020/56**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: September 9, 2020

SUBJECT: Bear Clan Patrol Request

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**BACKGROUND**

At the August 10, 2020 Council Meeting, the attached letter of support dated July 28, 2020 from James Eastman, Project Coordinator of Bear Clan Patrol Fort Frances, was referred to the Administration and Finance Committee for recommendation.

As noted in the letter, Bear Clan Patrol is not funded by any outside entities, and many of the volunteers are making personal financial donations to ensure the service continues in the community. They feel they do not have any support from the Town of Fort Frances. Page three contains a list of items that help them to function as a group and are needed to continue their service to the Town. They are looking for any donation that the Town is willing to make.

**RECOMMENDATION**

The Administration & Finance Executive Committee recommends providing a \$500 donation through the Council Public Relations budget to the Bear Clan Patrol Fort Frances and to seek other donations from divisions within the Town.

***Council Approval of this Report Will Agree to the recommendation of the Administration & Finance Executive Committee to provide a \$500 donation through the Council Public Relations budget to the Bear Clan Patrol Fort Frances and to seek other donations from divisions within the Town.***





July 28, 2020

**Bear Clan Patrol Fort Frances**

**To Mayor June Caul and respected Council.**

Good day my name is James Eastman I am the Project Coordinator of Bear Clan Patrol Fort Frances.

Our Chapter has been in the Town of Fort Frances now going on to 4 years. we started our chapter in regards to the safety issue that was not being addressed at the time of our implementation which was the needle epidemic as well as many other issues ,homelessness, crime which was being done to businesses, residential, public and town properties and personal harm and safe rides/walks.

We continue doing community patrols via foot/mobile and the most hazardous activity of needle clean ups as well as many other harmful hazards to keep all Citizens and animals of the Town of Fort Frances safe the best way we can.

We have been and still continue to be self-maintaining by some donations made by people of the town , some businesses but more so from my own personal pocket. We are not funded by any outside entities which includes government,

Town of Fort Frances, Bear Clan Patrol INC which is located in Winnipeg Manitoba (we are affiliated by name and mission but not financially).

Our Office (Bear Den) is Located in the volunteer Bureau on 4<sup>th</sup> st West (old train station).

Other services we provide when we are able to financially is food hampers, tents, sleeping bags, clothes ( for both summer and winter) in some cases when there is a domestic especially when children are involved or vulnerable person(s) we have put people in a hotel room setting for safety with follow ups on their situation and guidance to help them in the right direction for services they seek.

Recently Mayor June Caul has reached out to us via telephone and acknowledges how important and vital our services are and continued within the community.

As I expressed our concerns with not having any kind of support from the Town of Fort Frances during our time here in the community. Mayor Caul as well as other important delegates of the Town of Fort Frances took part in “the longest night of the year” event experienced first hand of some of the activities we do during a regular night of patrolling. Some of our members are First aid/CPR trained as well as Naloxone trained and equipped.

We battle through thick and thin financially to function to be able to continue our services and mission in the community. The safety of children, men, women, elders and animals are our drive to keep doing what we do at any cost, I know for myself I can no longer carry us financially as it has made my personal financial situation bad and hard to recover.

Having that extra help will not only keep the morale of the current Volunteers high but will also entice more members of the community to join our mission. The more volunteers we have the more areas we can cover on a patrol day and more days to patrol.

I was requested by Mayor Caul to write this letter regarding our needs to function and to sustain our way of existence and to be able to patrol more as requested by Mayor Caul.

The following is the list that helps us function as a group and what is needed to continue our services/mission..

- Our Current Office Space is \$350 per month (would be ideal to have an office space that's rent free or paid for)

- high-vis green vests

- work gloves (leather), rubber medical gloves, Kevlar Gloves for handling sharp objects.

- Flashlights, Spotlights, Batteries

- Rain Gear, Warm jackets (Freezer or work style coats for winter with high-vis strips)

- Gasoline for mobile patrols and needle clean up responses

- new magnetic sign-logos for our mobile units for proper identity when on mobile patrols as well as more sets

- more First aid supplies/kits

- assistance to be able to certify more members for First Aid/CPR and for recertification for current members

- new or used van for a mobile response/patrol/safe ride vehicle ( as it stands I have gone through 2 new vehicles due to high mileage from patrols/needle call responses/safe rides.

In closing I hope this letter gives an overview of what we are about and offer. I know this letter seems a little short or long however you wish to see it, but from our mission there is a lot to us and what we stand for and most importantly the services we continue to offer to keep all walks of life including the animals of the community safe.

We hope to hear from you soon and thank you for taking the time to read this letter 😊

Thank you/Miigwetch

Yours truly

A handwritten signature in black ink, consisting of a stylized 'J' followed by a long horizontal line that ends in a small loop.

James Eastman

Project Coordinator Bear Clan Patrol Fort Frances



## Treasury Report 2020/57

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

**FROM:** Dawn Galusha, Treasurer

**DATE:** September 9, 2020

**SUBJECT:** Financial Assistance in Response to COVID-19

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### BACKGROUND

I brought a report through Council on April 13, 2020, at the beginning of the COVID-19 pandemic. At that time Council agreed to change the final tax billing due dates to August 31 and September 30. In addition, there was a recommendation to continue to bill Water & Sewer on schedule, but to amend By-law 16/06 to state that during the emergency declaration, Section 3.16- Notice of Disconnection will not be in force.

In reviewing the Water & Sewer Receivable amounts as of September 1, 2020, there are 58 residential customers that owe more than 2 billing cycles. This means that typically they would be sent letters of disconnection at some point up until now. The total amount owing from these customers is \$33,906.51.

The Utility Clerk has been calling those that she can find a phone number for, that were owed more than 2 billing cycles. As a result, these actions have assisted in collecting \$13,899.99 for residential customers and \$10,093.94 for commercial/industrial customers in August.

I am bringing this information forward to determine if the Committee wishes to continue with no disconnections during the state of emergency. We have not been working on payment arrangements because with no threat of disconnection, there is not an incentive for customers to honour their arrangements.

### RECOMMENDATION

The Administration & Finance Executive Committee recommends repealing By-Law No. 16/06-F and commencing collection efforts and disconnections, where necessary, for Water & Sewer Accounts.

***Council Approval of this Report Will Agree to the recommendation of the Administration & Finance Executive Committee to repeal By-Law No. 16/06-F and commence collection efforts and disconnections, where necessary, for Water & Sewer Accounts.***

September 8, 2020

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

**RE: Addition to Community Service User Fees**

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The Community Services Division has advertising costs associated with its ice surfaces and arenas but currently does not have advertising pricing in the auditorium or pool area. We have had interest or advertising placed in these areas and wanted to set a formal price for doing that.

The cost for advertising in the Auditorium would be the same as the cost in the arena area for the puck boards which is set at \$428.01 plus HST for 2020. The size of the advertisement currently in the auditorium is roughly the size of a puck board advertisement in our arenas thus the cost would be the same. We would have a disclaimer that the advertisement(s) could be covered up in the event of a private function held in the auditorium.

<b>Auditorium (Plus HST)</b>		<b>2020</b>	<b>2020 with HST</b>
<b>6.5.7</b>	Auditorium Advertising	428.01	483.65

The cost for advertising in the Pool area would be approximately a quarter the cost of a puck board advertisement in the arena area as it is smaller in size. Generally the advertisements would be on a pennant style with the swim team name (Cyclones) also on the advertisement. The proposed cost of this would be \$106.99 plus HST for 2020.

<b>Pool Rental Rates - (Plus HST)</b>		<b>2020</b>	<b>2020 with HST</b>
<b>6.3.6</b>	Pool Banner Advertising	106.99	120.90

**Recommendation**

The Recreation and Culture Manager recommends to Mayor & Council to accept the additional advertising charges as outlined in this report.

Respectfully Submitted,

*Aaron Bisson*

Aaron Bisson  
Manager of Recreation and Culture

**Council approval of this report will agree to the recommendation of the Community Services Executive Committee for approval of the additional user fees in the Community Services Division.**

September 8, 2020

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

**RE: Fall 2020 Arena Ice in procedures and recommendations**

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The Community Services Division has put together the process of how a return to play/use of the ice facilities within the Memorial Sports Centre will be able to be facilitated. We are hoping to have a tentative ice in date of Monday October 5, 2020. A detailed document which will be provided to all ice users with the appropriate information on how they will enter and interact with our facility has been attached to this report for your information.

We have two options the first being blocking 2 hours of ice time for each regular 50 minute time block, and the users would be required to pay for two hours of ice time. The cost of an hour of ice is \$114.92 plus HST, under this scenario the cost to the organizations will essentially double. The user groups have indicated that they will not be able to operate under those circumstances as the financial burden would be too high.

Fifteen minutes are required on each side of the ice users using the ice for intake and departure requirements. The remaining time will be used for cleaning and sanitizing the facility to ensure a safe/secure return to arena use. We will stagger bookings by 30 minutes between the two ice surfaces to allow for intake and departure of the groups without having them interact with each other. Based on the demand from our ice users we are able to reasonably utilize both of our ice surfaces.

In 2019 the facility generated \$209,471 of revenue for the ice season. The potential impact is as follows: in 2019 we had 99.25 hours/week of ice time booked, 16.5 hours of that time was during the day or off peak. That would leave 82.75 hours of peak hours that was utilized in 2019. With our 2 hour blocks we would be able to offer 58 time slots during peak times which means we would not be able to accommodate 24.75 hours of time that had been traditionally booked by users, thus each user would receive less ice time than they generally would be getting. Three of our regular users cannot commit to ice time in 2020 and are hoping to be able to operate their programs beginning 2021. This would affect 7.5 hours of ice time during peak time in 2020, which means that the ice time we would not be able to satisfy would be reduced to 17.25 hours. The user groups have indicated they cannot pay for 2 hours of ice and get only 1 actual hour of ice time.

In order to facilitate the cleaning and maintenance of our ice plants and arena areas there will be a requirement for additional cleaning staff. This additional staff will be an increased cost over our budgeted amounts thus driving up the cost to operate the ice surfaces. In order to complete our cleaning, we require a new dedicated staff member during the time we have users in the building. We are hoping to hire additional rink attendants (students) to fill part of the cleaning role. There are an additional 58 hours per week for the peak ice time cleaning. Ideally we would like to fill this cleaning time with rink attendants, this will add an additional cost of \$800 per week plus cleaning materials which we expect to cost approximately \$200 per week. We have in the past had a very difficult time hiring rink attendants, currently we have two committed to returning and need two more for our regular rink duties so we essentially will be looking to hire four more which may be a difficult if not impossible task. We may be required to hire a caretaker position or two to cover the additional 58 hours of cleaning required. The caretaker position if we needed to hire this position would cost an additional \$1700 per week plus cleaning materials. The caretaker position has also been difficult to hire

traditionally so it is possible we may have to hire an attendant to do the additional cleaning above the additional attendant we are seeking which would add an additional cost of \$2,100 per week plus cleaning materials.

For the 2 hour time slots as seen in the table attached to this report the potential best case scenario ranges from a profit of \$926/week over prior year to a loss of \$7,040/week. Over a 26 week season we would be looking at a range of \$24,069 profit to a loss of \$183,031. These are best case scenario's based on all 58 time slots being utilized every week. Under this scenario we know that we are unable to satisfy the demand we are seeing from our users.

Option 2 would be if we have two people doing the cleaning duties we could cut the time down to 1:30 minutes blocks allowing additional time slots to be opened up and the arena to satisfy more of the demand we are seeing. It would also increase the revenue potentially which could offset some of our additional costs of operating under COVID. The 30 minute savings represents approximately a 25% savings in time which could potentially add 18 time blocks for our users for a total of 76 per week.

For the 1.5 hour time slots as seen in the table attached the potential best case scenario ranges from a profit of \$696/week over prior year to a loss of \$4,971/week. Over a 26 week season we would be looking at a range of \$18,093 profit to a loss of \$129,248. These are best case scenario's based on all 76 time slots being utilized every week.

The health unit has been provided a copy of our Ice In plan and participation requirements and has given us comments back on this document. Based on their comments we will be able to operate under their guidelines and provide the required level of sanitation/disinfection with a 1.5 hour time slot.

### **Recommendation**

The Recreation and Culture Manager recommends to Mayor & Council to accept the Fall 2020 Arena Ice in procedures and recommendations as outlined in this report and for the CSEC committee to recommend one of the fee blocks outlined in this report.

Respectfully Submitted,

*Aaron Bisson*

Aaron Bisson  
Manager of Recreation and Culture

**Council approval of this report will agree to the recommendation of the Community Services Executive Committee to approval of the Fall 2020 Arena Ice in Procedures, recommending to the user groups to delay the start of the U9 and younger programs and to charge 1.5 hours of ice time for each 50 minute ice time period. It is understood that the fee's being charged and the "no spectators" rule will be revisited two weeks into the ice season.**



**Option 1 - 2 hour time blocks**

	Rate	Revenue at 58 Slots/ week	Revenue in 2019	Estimated Cleaning cost/Week including materials						Total Impact over a 6 month or 26 week season - Student Arena attendant	Total Impact over a 6 month or 26 week season - Caretaker	Total Impact over a 6 month or 26 week season - Facilities Attendant
hours CHGed	\$ 114.92			Student Arena Attendant	Caretaker	Facilities Attendant	Gain/Loss over 2019 numbers - Students	Gain/Loss over 2019 numbers - Caretaker	Gain/Loss over 2019 numbers - Facilities attendant			
2	\$ 229.84	\$13,331	\$11,405	\$1,000	\$1,900	\$2,300	\$926	\$26	-\$374	\$24,069	\$669	-\$9,731
1.75	\$ 201.11	\$11,664	\$11,405	\$1,000	\$1,900	\$2,300	-\$741	-\$1,641	-\$2,041	-\$19,256	-\$42,656	-\$53,056
1.5	\$ 172.38	\$9,998	\$11,405	\$1,000	\$1,900	\$2,300	-\$2,407	-\$3,307	-\$3,707	-\$62,581	-\$85,981	-\$96,381
1.25	\$ 143.65	\$8,332	\$11,405	\$1,000	\$1,900	\$2,300	-\$4,073	-\$4,973	-\$5,373	-\$105,906	-\$129,306	-\$139,706
1	\$ 114.92	\$6,665	\$11,405	\$1,000	\$1,900	\$2,300	-\$5,740	-\$6,640	-\$7,040	-\$149,231	-\$172,631	-\$183,031

**Option 2 - 1.5 hour time blocks**

	Rate	Revenue at 76 Slots/ week	Revenue in 2019	Estimated Cleaning cost/Week including materials						Impact over a 6 month or 26 week season - Student Arena attendant	Total Impact over a 6 month or 26 week season - Caretaker	Total Impact over a 6 month or 26 week season - Facilities Attendant
hours CHGed				Student Arena Attendant	Caretaker	Facilities Attendant	Gain/Loss over 2019 numbers - Students	Gain/Loss over 2019 numbers - Caretaker	Gain/Loss over 2019 numbers - Facilities attendant			
1.5	\$ 172.38	\$13,101	\$11,405	\$1,000	\$1,900	\$2,300	\$696	-\$204	-\$604	\$18,093	-\$5,307	-\$15,707
1.25	\$ 143.65	\$10,917	\$11,405	\$1,000	\$1,900	\$2,300	-\$1,488	-\$2,388	-\$2,788	-\$38,678	-\$62,078	-\$72,478
1	\$ 114.92	\$8,734	\$11,405	\$1,000	\$1,900	\$2,300	-\$3,671	-\$4,571	-\$4,971	-\$95,448	-\$118,848	-\$129,248



# Ice In Plan and Participation Requirements

The Town of Fort Frances continues to monitor and adapt to the guidelines and recommendations of the Northwestern Health Unit, Province of Ontario and Federal Government. Our operating guidelines may be adjusted and/or changed as required at any time.

### **General Arena Guidelines**

- Participants/parents/guardians/coaches/instructors will be required to complete a self-screening check before entering the facility. If you are feeling unwell, have symptoms of COVID-19, are waiting for a COVID-19 result, or have been in contact with someone who has symptoms or has tested positive for COVID-19, you will not be permitted to enter the facility. These procedures will be posted as you enter the facility.
- Participants/parents/guardians/coaches/instructors must practice physical distancing of 2 meters (6 feet).
- Participants/parents/guardians/coaches/instructors must sanitize hands upon entering and exiting the facility. Frequent hand washing and sanitizing while in the facility is highly recommended.
- Participants/parents/guardians/coaches/instructors must follow traffic flow and spacing instructions that are clearly marked with stickers and signs.
- Masks must be worn in the lobby and seating area by all facility users.
- Participants/users must come to the arena dressed and ready to play/skate. Skates, helmets and gloves can be put on upon arrival in the designated areas. Face masks can be removed when helmets are put on and must be put back on once helmets are removed. Hockey goalies are permitted to put on their chest protectors and goalie pads on in the designated areas. No equipment/hockey bags will be allowed in the facility.
- If accessing a child or youth program, only 1 parent/guardian per child will be permitted to enter the building, to assist with donning of skates, once this is complete the parent will be asked to leave the building and return to pick the child up at the end of their scheduled ice time. Siblings will not be allowed to accompany the 1 parent/guardian.
- Participants must have their own clearly marked water bottles.
- The sharing of equipment or sticks is not permitted.
- The user group or ice renter will be responsible for screening participants and tracking attendance and contact information using templates provided by the Town, this information must be available upon request.
- Frequently touched surfaces and washrooms are cleaned and sanitized regularly by Town of Fort Frances staff, specific washrooms will be designated and clearly indicated for each ice surface.
- At this time dressing rooms will be closed for use unless specifically indicated within this document. Dedicated dressing rooms used by the user groups in years past will not be permitted at this time.
- Any games that are played will be non-contact – physical contact between players is prohibited.
- At this time showers will be closed for use.
- At this time spectators will not be allowed in the facility to watch events.

- No gathering or loitering in parking areas or public areas before, during, or after your activity.
- Water fountains and canteen are not available.
- Each user group will provide the Town with plans on their “Response” if someone shows sign, develops signs or tests positive for COVID-19, and on “Communication” on how the organization will inform all official departments.

### **General Ice Usage Guidelines**

- A maximum of 30 skaters/players will be allowed on the ice at any time (plus coaches). If a team or user group requires more than the 30 person limit an application in writing must be made and approved by the Recreation and Culture Manager.
- Participants are to arrive at the facility no more than 15 minutes before their designated ice time, they are expected to be fully dressed when they enter the facility with the exception of skates, helmets and gloves. The other exception being goalies who are also able to put their pads and chest protector on within the facility.
- Users are expected to bring an equipment they will be using with them each time they practice/play. You will not be allowed to store items at the facility.
- No spitting on the bench or on the ice will be permitted.
- Players are not allowed to take their helmets or gloves off while on the ice.
- There will be no shaking of hands before or after any game.
- There will be no ‘contact or battle drills’ practiced. Only skill drills are permitted.
- Players/skaters on-ice behavior is the responsibility of the coach/instructor.
- Participants are to leave the facility promptly (within 15 minutes) after their designated ice time.
- Score keepers/penalty box attendants must wear a mask while in these areas.
- The press box if used will be limited to two individuals who must maintain physical distancing.

### **Entering the building Guidelines - for practice on the 52 Canadians Arena**

- A designate from the team/organization will make an appointment to be let into the building with front desk staff at the MSC. All other participants/coaches/parents/members will enter the building through the 52 Canadians doors and not the main MSC doors.
- The designate will be responsible for screening the individuals at the 52 Canadians Entrance and ensure Contact tracing forms have been obtained from every person who enters the Building.
- The designate will be required to ensure that they are not letting anyone into the building prior to the designated time. (if the ice time is scheduled for 7:00, admittance

into the building will happen no sooner than 15 minutes prior to the scheduled ice time or beginning at 6:45 in this instance.)

- The participants will be allowed to put on their skates, helmets and gloves in the 52 Canadians change room LOBBY where there will be chairs set out to aid in putting on skates and adhere to social distancing requirements.
- Once a parent/guardian has assisted in lacing up the skates if required, they must immediately leave the facility through the main lobby and out the front doors of the MSC.
- All users will exit the building through the 52 Canadians lobby and then through the front doors of the Memorial Sports Centre.

#### **Entering the building Guidelines - for games on the 52 Canadians Arena**

- A designate from each team/organization will make an appointment to be let into the building with front desk staff at the MSC. All other participants/coaches/parents/members will enter the building through the 52 Canadians doors and not the main MSC doors.
- The designate(s) will be responsible for screening their teams/group at the 52 Canadians Entrance and ensure Contact tracing forms have been obtained from every person who enters the Building.
- The “home” team for a game will be required to have the referees and time keepers on their list of screened individuals and ensure they are asked the screening questions in accordance with the COVID guidelines.
- The designate will be required to ensure that they are not letting anyone into the building prior to the designated time. (if the ice time is scheduled for 7:00, admittance into the building will happen no sooner than 15 minutes prior to the scheduled ice time or beginning at 6:45 in this instance.)
- One team will be assigned the 52 Canadians change room LOBBY and the second team will be assigned the 52 Canadians main lobby area. The participants will be allowed to put on their skates, helmets and gloves on in these areas and there will be chairs set out to aid in putting on skates and adhere to social distancing requirements.
- Once a parent/guardian has assisted in lacing up the skates if required, they must immediately leave the facility through the main lobby and out the front doors of the MSC.
- All users will exit the building through the 52 Canadians lobby and then through the front doors of the Memorial Sports Centre.

#### **Entering the building Guidelines - for practice on the Ice for Kids Arena**

- A designate from the team/organization will make an appointment to be let into the building with front desk staff at the MSC. All other

participants/coaches/parents/members will enter the building through the 52 Canadians doors and not the main MSC doors.

- The designate will be responsible for screening the individuals at the 52 Canadians Entrance and ensure Contact tracing forms have been obtained from every person who enters the Building.
- The designate will be required to ensure that they are not letting anyone into the building prior to the designated time. (if the ice time is scheduled for 7:00, admittance into the building will happen no sooner than 15 minutes prior to the scheduled ice time or beginning at 6:45 in this instance.)
- The participants will be allowed to put on their skates, helmets and gloves in the Lakers hallway. There will be chairs set out to aid in putting on skates and adhere to social distancing requirements.
- Once a parent/guardian has assisted in lacing up the skates if required, they must immediately leave the facility through the main lobby and out the front doors of the MSC.
- All users will exit the building through the front doors of the Memorial Sports Centre.

#### **Entering the building Guidelines - for games on the Ice for Kids Arena**

- A designate from each team/organization will make an appointment to be let into the building with front desk staff at the MSC. All other participants/coaches/parents/members will enter the building through the 52 Canadians doors and not the main MSC doors.
- The designate(s) will be responsible for screening their teams/group at the 52 Canadians Entrance and ensure Contact tracing forms have been obtained from every person who enters the Building.
- The “home” team for a game will be required to have the referees and time keepers on their list of screened individuals and ensure they are asked the screening questions in accordance with the COVID guidelines.
- The designate will be required to ensure that they are not letting anyone into the building prior to the designated time. (if the ice time is scheduled for 7:00, admittance into the building will happen no sooner than 15 minutes prior to the scheduled ice time or beginning at 6:45 in this instance.)
- One team will be assigned the Lakers hallway and the second team will be assigned the borderland skating hallway. The participants will be allowed to put on their skates, helmets and gloves on in these areas and there will be chairs set out to aid in putting on skates and adhere to social distancing requirements.
- Once a parent/guardian has assisted in lacing up the skates if required, they must immediately leave the facility through the main lobby and out the front doors of the MSC.

- All users will exit the building through the front doors of the Memorial Sports Centre.

**Entering the building Guidelines - for referees/linesmen/scorekeepers/penalty box operators**

- Referees/linesmen/scorekeepers/penalty box operators will all enter the building through the 52 Canadians entrance. They will not be allowed to enter the facility any earlier than 15 minutes prior to the scheduled ice time.
- Referees/linesmen/scorekeepers/penalty box operators must have their information provided to the home team and will be part of the home teams intake process. They must complete their screening prior to entering the building.
- scorekeepers/penalty box operators will be required to leave the facility within 15 minutes after the conclusion of the game and exit through the main Memorial Sports Centre Doors.
- Referees/linesmen will be required to leave the facility within 15 minutes after the conclusion of the game and exit through the 52 Canadian's Hallway north exit door. Please be advised that you must be mindful of Zamboni traffic in this area.
- Referees/linesmen must come dressed and ready for the games. They will be allowed to put their skates/helmets on in the building but must be otherwise dressed for the game.
- Referees/linesmen will use the referee's room in the Lakers hallway area between the two ice surfaces.

**Failure to follow these guidelines may result in contract cancellation and removal from the facility. The Town of Fort Frances reserves this right at all times.**

Date: September 9, 2020

Report To: Mayor & Council

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: Ryan Lundy – Request for Private Well and Septic Services – Eighth Street East

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A request has come forward from Ryan Lundy, who is acting as an authorized agent for the property owners, to request permission from Mayor and Council to install private well (water) and septic (sewage) services on a property along Eighth Street East (PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES).

The property is not currently serviced by municipal water or sewer and is zoned Residential Type One with a holding provision (R1-H). Mr. Lundy has subsequently applied to remove the holding provision from the zoning designation on the subject land, which will be considered alongside but separately from this matter.

The Town of Fort Frances Zoning By-Law 03/14 states the following regarding municipal services:

### 3.3 ADEQUATE MUNICIPAL SERVICES

No land shall be used or the intensity of any **use** of land expanded or any **building** placed, **erected** or altered, enlarged or used within the **Town** of Fort Frances unless the land is serviced by municipal water and sewer systems that have adequate capacity, except under the following conditions:

- a) in the Resource<sup>1</sup> Development (RD) **Zone**, the Seasonal Residential (SR) **Zone**, or where municipal water and/or sewage systems are not available, private services approved by the Northwestern Health Unit may be permitted; or
- b) where the lands are subject to unique servicing constraints or restricted connection privileges through separate municipal by-laws and through legal and servicing agreement with the **Town** of Fort Frances, such lands are considered to be in compliance with this **By-Law**.

The Town of Fort Frances Official Plan also speaks to servicing requirements and the supporting information has been attached with this report.

This matter was considered by the Committee of adjustment at their August 12, 2020 session with recommendation to approve the request subject to the following conditions:

1. That prior to any development in, on, or with respect to the property, the owner shall have executed an agreement in form and substance satisfactory to the municipality as to or in respect of existing and future water and septic services in, on, and to the property including, without limitation, provisions confirming responsibility and liability of the owner(s) for and in respect of services whether past, current or future



2. That the above stated agreement provide verbiage relating to mandatory connection to municipal water and sewer in the event they are ever extended to the property in the future
3. That the above stated agreement include verbiage regarding noise and vibration due to proximity to the railway

The Planning and Development Executive Committee considered this matter at their September 8, 2020 session making recommendation to approve the installation of private well and septic subject to following conditions:

- a) That permission be granted to service one single detached dwelling plus potential associated second dwelling unit
- b) That prior to any development in, on, or with respect to the property, the owner shall have executed an agreement in form and substance satisfactory to the municipality as to or in respect of existing and future water and septic services in, on, and to the property including, without limitation, provisions confirming responsibility and liability of the owner(s) for and in respect of services whether past, current or future, and that said agreement be registered on title
- c) That the above stated agreement provide verbiage relating to:
  - mandatory connection to municipal water and sewer in the event they are ever extended to the property
  - noise and vibration due to proximity to the railway
  - fire rescue general limitations
- d) That approval of well and septic be conditional to successfully removing the holding provision from the zoning designation
- e) That the by-law to remove the hold, if approved with conditions, be registered against the title to the property

The above stated conditions would be the same as recommended for the subsequent removal of the holding provision.

Respectfully submitted



Cody Vangel, EIT  
Chief Building Official & Municipal Planner

**Council approval of this report will** agree to the recommendation of the Committee of Adjustment and the Planning and Development Executive Committee to permit private well and septic services at the lands defined within this report subject to the conditions outlined in this report.

(b) Accessible Design for New Buildings

All new public, commercial, residential, recreational and institutional buildings and facilities will incorporate accessible design, including, but not limited to, elevators where appropriate, automatic door openers, and ramps at building entrances.

(c) Development Review Considerations

In the review of development applications, the Town will address accessibility needs by:

- I. Requiring driveway and sidewalk slopes at a ratio of 1:12, height to length;
- II. Requiring sidewalk curb cuts at all intersections;
- III. Requiring that paving changes (e.g. interlocking brick, tactile strips, etc.) be incorporated at grade changes and intersections;
- IV. Requiring disability parking spaces, as specified in the Zoning by-law;
- V. Encouraging any other features appropriate to ensure that barrier-free design is provided; and
- VI. Where appropriate, circulating the application to an Accessibility Advisory Committee for comment.

(d) Preparation of Guidelines

The Town may prepare specific design guidelines for accessibility and/or ensure that accessible design is addressed when preparing design guidelines for neighbourhoods.

### 3.4 Infrastructure and Utilities

#### 3.4.1 Planning Objectives

- The Town will ensure there is a sufficient amount of land designated to accommodate infrastructure and utilities.
- The Town will ensure issues related to land use compatibility are addressed.
- The Town will work with appropriate providers to ensure the safe and efficient provision of power, cable and telecommunications in an environmentally acceptable manner.
- The Town is responsible for providing a supply of municipal sanitary sewer and water services within the Town. The Town will work closely with the Province to ensure there is sufficient supply of sanitary and water services to meet long term growth projections outlined in this Plan.
- The Town will ensure all new development within the Townsite occurs on lands with access to full municipal services and necessary utilities. For lands outside of the Townsite, the Town will ensure that development, where necessary, complies with the standards of, and are subject to, the approval of all applicable authorities/agencies.
- The Town aims to improve water quality and reduce stormwater run-off by promoting innovative techniques for stormwater management.



- In the provision of infrastructure and utilities, the Town will encourage the use of innovative techniques and new technology.

### 3.4.2 Policies

#### (a) Planned Function

The planned function of the Infrastructure and Utility designation is to allow for the efficient and effective use of land to accommodate utilities and infrastructure.

#### (b) Permitted Uses

Uses include public and/or privately owned facilities, including water and sanitary sewage facilities, Stormwater Management Facilities, pumping stations, hydro corridors, communications/telecommunications infrastructure and facilities and transmission towers. These facilities are permitted in all land use designations, subject to the Policies of the Plan.

#### (c) Design

The built form of new infrastructure and utility facilities will be in harmony with the character of the surrounding area and will be appropriately landscaped.

### 3.4.3 Water and Sanitary Sewerage

#### (a) General Water Supply

The Town will ensure there is a sufficient supply of water capacity within the treatment plant to serve Fort Frances and accommodate the long term growth projections for Fort Frances.

#### (b) Water Supply within the Townsite

All new development within the built area is required to be connected to the water system as a condition of development.

#### (c) General Sanitary Sewerage

The Town will ensure there is a sufficient reserve capacity within the sanitary treatment plant to serve Fort Frances and accommodate the long term growth of Fort Frances.

#### (d) Sanitary Sewage Supply within the Townsite

All new development within the built area is required to be connected to the sanitary sewage system as a condition of development.

#### (e) Sewage Outside of the Townsite – Private Services and Systems

- I. New development outside the urban service area of the Townsite shall utilize private sewage disposal and water services.
- II. No development shall be permitted unless it can be shown to the satisfaction of the Municipality that there is an adequate water supply, sewage disposal system and public road access to service the development. In addition, no development shall be permitted unless Council is satisfied that the development will not have an adverse impact on neighbouring wells and sewage disposal systems. In considering impacts on ground water quality and quantity, the Municipality may



require a hydrogeology study that considers among other matters the cumulative impacts of development on the sustainability of ground water resources.

(f) Communal Services

- I. Where full municipal sewage and water services are not or cannot be provided, and site conditions are suitable, communal services may be considered.
- II. Development dependant on communal services may be permitted only where Council is prepared to either assume ownership of communal services, or to enter into a responsibility agreement provided for municipal ownership in the event of default.
- III. The Municipality will consider approving development on communal services only where there is a legal mechanism to ensure that the municipal responsibility and liability related to the ownership, operation and maintenance of such a system is protected and that sufficient financial securities are in place to protect the municipality.
- IV. Any new development on communal services shall be consistent with Policy 1.6.4.1 of the 2005 Provincial Policy Statement to ensure that:
  - the communal systems can be sustained by the existing water resources;
  - is financially viable;
  - protects human health and the natural environment; and
  - is integrated with land use and phasing of the development.

#### 3.4.4 Stormwater

(a) Stormwater Water Management Plan

A Stormwater Water Management Plan and Sediment Erosion Control Plan, prepared and signed by a qualified engineer, may be required depending on the scale, location and other site specific issues related to a proposed development.

(b) Innovative Techniques

The Town encourages the use of innovative techniques to reduce the need for large stormwater management facilities, thereby reducing run-off and improving water quality. Innovative techniques include, but are not limited to, rainwater harvesting systems (rain barrels and cisterns), green roofs, landscape systems and vegetated swales, downspout disconnection and permeable surfaces.

(c) Location

Stormwater Management Facilities should generally be located at the edge of neighbourhoods; at the interface with natural areas; and/or within large public open spaces, including community parks. Stormwater Management Facilities should not be located within the Natural Area.

(d) Naturalization

Where appropriate, Stormwater Management Facilities shall be naturalized, making use of native plants and species.

(e) Integration

Stormwater Management Facilities shall be designed to have a high level of public exposure and should be integrated in, and contribute to, the enhancement of the neighbourhood's public realm.

(f) Safety

The design and layout of Stormwater Management Facilities shall address issues related to safety and shall be designed with gentle slopes in areas with direct access. Areas with steeper slopes shall not have direct access and shall be designed to include overhangs, railings and dense plantings.

**3.4.5 Power, Telecommunications and Other Cabled Services**(a) Location

New development will have local service power lines, communications/ telecommunications infrastructure and other cabled services located underground in road rights-of-way, where feasible.

(b) Land Use Compatibility

The Town will encourage utility installations for telecommunications towers to be located outside of residential areas, where feasible. In instances where the facilities are of a scale and function which is perceived to present significant issues related to land use compatibility, infrastructure which must be located within residential areas or within close proximity to residential areas shall be designed to be compatible with the adjacent and surrounding land uses.

(c) Design

Where feasible, the Town will seek to have local service power lines, communications/telecommunications infrastructure and other cabled services located underground. Above ground shall be sited to reduce their visual impact on the streetscape and/or screened using street furniture and landscaping. The Town encourages utility providers to consider innovative methods of containing utility services within streetscape features such as gateways, lamp posts, transit shelters, etc., when determining appropriate locations for large utility equipment and utility cluster sites.

(d) Location and Siting of Large Utility Equipment

The Town will ensure that appropriate locations for large utility equipment and cluster site have been determined and that consideration be given to locational requirements for larger infrastructure within public rights-of-way, as well as easements on private property.

(e) Permissions

Utility infrastructure shall be permitted in all land use designations, subject of the policies of this Plan.

(f) Servicing

The Town will ensure that adequate utility networks, are or will be, established to serve the anticipated development through discussions with public and/or private utility providers.

(g) Coordination

The Town encourages all utilities to be planned for and installed in a coordinated and integrated basis in order to be more efficient, cost effective and minimize disruptions.

(h) Communication Towers

The Municipality of Fort Frances recognizes that the installation of communication towers is required to supply, improve, and maintain the quality of service. Communication towers of 16.5 m in height or greater are designated as a structure under the Ontario Building Code and will be subject to building permits, as well as regulations under the Zoning By-law.

Local zoning by-laws cannot prevent a telecommunication tower from being constructed, since the Federal Government has the approval authority under the *Radio Communications Act*. Industry Canada recognizes the importance of considering the potential impact of communication towers on the adjacent surroundings and the community. A proponent seeking to establish a communications tower shall work with the Municipality, seek input from the community, and meet the requirements as set out in the *Radio Communications Act*.

**3.4.6 Power Generation Facilities and Green Energy**

Fort Frances will encourage and support alternative and renewable-source energy generation facilities which are developed in accordance with this Plan and Provincial and Federal legislation, policies, and regulations. Proposed developments will be encouraged to locate in areas where their adverse impacts on adjacent lands and natural features are minimized and mitigated to the greatest extent possible. Where feasible and practical, power generation facilities which are primarily buildings (e.g. cogeneration plant) may be encouraged to develop on brownfield sites. When evaluating proposals for alternative energy generation facilities the Town will consider the following:

- a) Location of facility;
- b) Size and scale of proposed facility;
- c) Potential for land use compatibility issues with adjacent land uses and potential for adverse impacts related to air, noise, odour, vibration, etc.;
- d) Potential for perceived risks to human health and safety; and
- e) Any additional considerations.

For highway safety reasons, wind turbines located adjacent to a provincial highway will be set back a minimum distance measured from the limit of the highway property line equal to the distance of the height of the wind turbine structure plus the length of one blade.

Developments which fall under the jurisdiction of the Green Energy Act do not require an Amendment to this Plan.

**3.4.7 Energy Conservation**

Fort Frances shall encourage and support energy conservation, district heating and combined heat and power, and the on-site use of alternative and renewable energy sources developed in accordance with Provincial and Federal legislation, policies, and



regulations, and where all potential negative impacts to adjacent lands are mitigated. The Town will also encourage the application of energy conservation measures in the infrastructure and utility servicing of new buildings and in the rehabilitation and upgrading of existing neighbourhoods, buildings and structures. The Town will encourage and support water conservation methods (such as efficient landscape irrigation, low water consumption fixtures, etc.) in the development of new sites and buildings and in the rehabilitation and upgrading of existing sites and buildings. The Town may establish energy conservation design guidelines to encourage, or require, future development to implement energy conservation measures.

### 3.4.8 Site Plan Control

The development of all new infrastructure and utilities are subject to Site Plan Control.

## 3.5 Gateway Policies

There are three main approaches into Fort Frances. The east-west approaches are along King's Highway No. 11 while the approach from the south is via the International Bridge between International Falls and Fort Frances. The International Bridge traffic connects with Church Street, Central Avenue and eventually with the King's Highway.

These important corridors are gateway entrances into Fort Frances and provide potential economic benefits to the Town. The Town wishes to capture this traffic by providing a welcoming entrance into Fort Frances, with the intent of increasing the time spent in the Town by the travelling public. The Town recognizes that there are unsightly existing uses along these important corridors and it will work with the land owners to relocate these uses to a more appropriate land use designation away from the corridors.

The Plan includes a Gateway Economic Overlay at the three main entrances into the Town of Fort Frances. The Gateway Economic Overlay designation is planned to be a specialized employment area for businesses related to transportation and logistics, including facilities related to shipping and receiving, warehouses, major offices, manufacturers' showrooms, prestige manufacturing, light other similar uses. Minor retail, personal and professional services, commercial uses which are scaled to meet the needs of the employees within the immediate area are also permitted. Educational institutions that are complimentary to the aforementioned uses are also permitted. There shall be no outside storage of raw goods, materials or waste materials.

### 3.5.1 Design

Gateway Economic Area uses should be planned and designed to reflect the important role they play in serving the Town, the Rainy River District and Ontario. Gateway Economic Area uses should have high quality exteriors and landscaping. Gateway Economic Area uses at the convergence of transportation corridors will be encouraged to incorporate high quality, but unobtrusive, signage, architectural detailing on the principal building, and/or landscaping. The Gateway Economic Area, given its important locational characteristic, will be required to accommodate a high degree of streetscaping. The design of Gateway Economic Area uses should be pedestrian-friendly, barrier-free and accessible. Where outdoor storage is allowed as a previously existing use, it shall be screened using fencing and/or plantings so that the storage area or materials are not









**Eighth Street East**

**Lake Road**

**Williams Avenue**

**Strachan Place**

**Woodward Street**

**Bayview Avenue**

**Mill Road**

**Calder Drive**



**Ryan Lundy**

905 Phair Avenue  
Fort Frances, ON P9A 2M6  
rlundy20@gmail.com

6th July 2020

**Mayor and Members of Council**

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

Madam Mayor and Members of Council,

This proposal is to request permission from the Town of Fort Frances to service Lot 19 on 8th Street East, Fort Frances, ON with a well and septic field as municipal sewer and water services are not extended to the property. I have an accepted offer of sale on the property with the condition that I receive town approval for servicing and rezoning.

The lot is currently vacant land and zoned R-1(H). An application is being submitted to the CBO/Municipal Planner, Cody Vangel, to remove the hold concurrently with this proposal as it is our opinion that the two issues go hand in hand. I am proposing to have the hold removed and to service the lot with well and septic in order to be able to build a single detached dwelling, possibly with a garage, on the property in the future.

I have discussed the property and the current town by-laws with Cody Vangel. I believe this area of land will fall under section 3.3 b) of the by-laws as the area is subject to unique servicing constraints, which is why the option of well and septic are being considered. If this proposal were approved and well and septic are chosen to service the lot, I understand that as the owner, I would be liable for these services. I also understand that approval is also required from the Health Unit, but would like to start by getting permission from Council.

Thank you for your consideration.

Sincerely,



**Ryan Lundy**

Date: September 9, 2020

Report To: Mayor and Council

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: B3-2020: Application to Remove Holding Provision – Ryan Lundy – Eighth Street East

---

### **Background**

An application has been submitted by authorized agent for the subject lands, Ryan Lundy, requesting to remove the holding provision from the zoning designation to permit the construction of a single detached dwelling. The subject land is located on Eighth Street East and legally described as PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES. The holding provision on the land halts any development from taking place unless mayor and council agree to pass a by-law to remove said holding provision.

It is believed that the holding provision has been assigned to this property and many others in the area due to the lack of fire protection via municipal fire hydrant as well as lack of municipal sewer and water services.

Two other properties within the area have successfully removed the holding provision from their properties. One of which was approved to use both well and septic, where the other was approved for well as they do have access to a municipal sewer tie in.

It should also be noted that there are multiple properties along Frog Creek Road and McIrvine Road, albeit zoned Resource Development (RD), which do not contain holding provisions on their zoning designation which subsequently do not have access to municipal sewer, water or fire hydrants.

### **Property History**

The property is located on Eighth Street East between Williams Avenue and Mill Road. The subject land is bound by railway to the south, residential type one with a holding provision to the east, residential type one with a holding provision to the west, and residential type one with a holding provision to the north. The property to the north of the subject land is sometimes locally referred to as an old air strip.

The property does not have any existing structures and it is not serviced by municipal water or sewer.

## **Official Plan**

The property is designated as a **Living Area** which supports the use a residential in the form of a single detached dwelling.

The Official Plan States the following regarding holding provisions:

### **5.4.3 Holding Provisions**

#### **5.4.3.1 Purpose of Holding**

The Zoning By-law will incorporate provisions for Holding Zoning which may be applied on lands where the lands are pre-zoned for a use, but presently there exist a number of conditions which must be satisfied prior to development. Lands subject to Holding Zoning will be identified with an "H" symbol beside the land use symbol on the Zoning map.

#### **5.4.3.2 Application of the Holding Provision**

Holding provisions will be applied where there is a need for additional conditions which cannot be applied on a pre-zoning basis or through the Site Plan Approval process.

#### **5.4.3.3 Interim Uses for Lands Subject to Holding**

The Zoning By-law may specify interim uses which may be deemed compatible and/or permissible, even though lands are subject to a Holding Provision.

#### **5.4.3.4 Lifting of the Holding Provision**

The Zoning By-law will be amended to remove the Holding symbol when it has been determined that the conditions requiring the Holding have been satisfied. Such conditions may include, but are not limited to:

- a) Completion of special studies related to the area, or site's opportunities or constraints, or the impact of development and mitigation thereof;
- b) The grading of the site;
- c) The provision of road infrastructure, including, but not limited to, the road base, streetlights, signage and traffic control signals;
- d) The provision of water, wastewater, or stormwater servicing for the lands;
- e) Satisfying certain financial requirements of the municipality;
- f) Any other matter provided for by the provisions of the Planning Act.

#### **5.4.3.5 Stakeholder Consultation**

Consultation related to lifting of the Holding provision will be done in accordance with the Planning Act.

## **Zoning**

The property is currently zoned **Residential Type One with a holding provision (R1-H)**. The holding provision is required to be removed to facilitate any development on the lands and to achieve a zoning designation as **Residential Type One (R1)** where the following uses are permitted:

- a) single detached dwelling
- b) home occupation
- c) group home
- d) community garden

The zoning by-law 03/14 states the following regarding the holding provision:

### **3.10 HOLDING PROVISIONS**

Where the zone symbol on Schedule 'A' is followed by an 'H', the lands shall be deemed to be in a special Holding Zone. Council may pass a By-law to remove the Holding provision when Council has approved a Site Plan or a Subdivision Agreement has been registered against the title of the lands. No new buildings or structures may be constructed on the lands until the Holding Provision (H) has been removed. Until such time as the Holding Provision has been removed by a By-law passed by Council, the lands may be used for existing uses in accordance with the provisions of the applicable zone.

### **Provincial Policy Statements**

The Planning Act requires that zoning by-law amendments including removal of holding provisions be consistent with provincial policy statements as identified in the 2020 Provincial Policy Statements (PPS). Applicable PPS 2020 statements have been attached with this report.

### **Divisional Comments**

**Fort Frances Power Corporation** – No comments received.

**Fort Frances Fire Rescue** – Nearest fire hydrant is over 200m away. If there was ever a fire at the property, fire rescue service would have to deploy the majority of all 4-inch supply line from the fire hydrant to the pumper truck.

**Fort Frances Public Works** – The property is not serviced, nor are there mains in front of the property for service connection. Watermain ends approximately 250ft east of the northeast property corner (water line is a service main 25mm copper with existing connections on the South side of Eighth Street); sewer main ends approximately 240ft East of the NE corner of the property (250mm PVC main). Storm sewer is open ditches, with a PVC subdrain located on the South side of Eighth in front of the property. Will need to conform with all aspects of the Northwestern Health Unit for septic and well installation. Further at some time in the future we will likely be installing sewer and watermain along this road segment. At that time services will be ran to property and in the future they property owners would have to pay for those services when they connect to those.

**Fort Frances Recreation & Culture** – No comments received.

**Fort Frances Planning & Development** - In the event of approval the below conditions are recommended. This proposal would allow the municipality to generate a greater tax assessment rather than a vacant lot. Other properties towards the airport are serviced by well and septic. To comply with NWHU regulations for well and septic, with proof of approvals prior to building permit.

### **Committee of Adjustment**

The Committee of Adjustment considered this matter at their August 12, 2020 session with recommendation to approve with the following conditions:

1. That prior to any development in, on, or with respect to the property, the owner shall have executed an agreement in form and substance satisfactory to the municipality as to or in respect of existing and future water and septic services in, on, and to the property including, without limitation, provisions confirming responsibility and liability of the owner(s) for and in respect of services whether past, current or future
2. That the above stated agreement provide verbiage relating to mandatory connection to municipal water and sewer in the event they are ever extended to the property in the future
3. That the above stated agreement include verbiage regarding noise and vibration due to proximity to the railway

### **Planning and Development Executive Committee**

The Planning and Development Executive Committee considered this matter at their September 8, 2020 session with recommendation to approve of removing the holding provision subject to the following conditions:

- a) That permission be granted to service one single detached dwelling plus potential associated second dwelling unit
- b) That prior to any development in, on, or with respect to the property, the owner shall have executed an agreement in form and substance satisfactory to the municipality as to or in respect of existing and future water and septic services in, on, and to the property including, without limitation, provisions confirming responsibility and liability of the owner(s) for and in respect of services whether past, current or future, and that said agreement be registered on title
- c) That the above stated agreement provide verbiage relating to:
  - mandatory connection to municipal water and sewer in the event they are ever extended to the property
  - noise and vibration due to proximity to the railway
  - fire rescue general limitations
- d) That approval of well and septic be conditional to successfully removing the holding provision from the zoning designation
- e) That the by-law to remove the hold, if approved with conditions, be registered against the title to the property

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Cody Vangel', with a stylized, flowing script.

Cody Vangel, EIT  
Chief Building Official & Municipal Planner

**Council approval of this report will** agree to the recommendation of the Committee of Adjustment and the Planning and Development Executive Committee to remove the holding provision from the lands defined within this report subject to the conditions outlined in this report.













**Town of Fort Frances**  
 320 Portage Avenue  
 Fort Frances, On P9A 3P9  
 T: 807-274-5323  
 F: 807-274-8479

www.fort-frances.com

## APPLICATION FOR ZONING BY-LAW AMENDMENT

The Planning Act, RSO 1990, as amended (O'Reg. 545/06)

### Notice of Public Record:

In accordance with section 1.0.1 of the Planning Act, RSO, 1990, all information and materials required in support of your application shall be made available to the public.

### Complete Application:

All applicable sections of the application form must be completed. An incomplete application will be returned. For assistance, contact the Planning Department by phone at 807-274-5323 ex. 1216 or by email at cvangel@fortfrances.ca.



APPLICATION TYPE (check one)

- ☐ Zoning By-Law Amendment (section 34)
 ☒ Removal of Holding Provision (section 36)
 ☐ Removal of Interim Control By-Law (section 38)
 ☐ Temporary Use By-Law (section 39)

1. The name, address, telephone number and email address (if any) of the Applicant:	
Ryan Lundy 905 Phair Ave, Fort Frances, ON (807)271-0479 rlundy20@gmail.com	
2. If known the names and full addresses of the holders of any mortgages, charges or other encumbrances in respect of the subject land:	
N/A	
3. The current Official Plan designation of subject land:	LIVING AREA
4. Describe how the application conforms to the official plan of the municipality?	
The application is to continue to use the land as residential, and to have the area be used for a single family home in the future.	
5. The current zoning of the subject land:	R-1 (H)
6. The nature and extent of the rezoning requested:	
Requesting the property be rezoned to R-1, removing the current "hold" on the property.	

7. The reason why the rezoning is requested.					
To allow the land to be serviced with well, septic, etc. to be able to be used in the future to build a single detached dwelling.					
8. Is the subject land within an area where the municipality has predetermined minimum & maximum density requirements or minimum or maximum height requirements?					
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide information relative to these requirements.					
If the hold were to be removed the land would fall under the R-1 zone. The requirements would be as follows: Minimum Lot Area = 460 m <sup>2</sup> Minimum Lot Frontage = 15 m Minimum Yard Requirements: Front Yard = 7.5 m Interior Side Yard = 1.5 m Exterior Side Yard = 3 m Rear Yard = 7.5 m Maximum Lot Coverage = 40% Minimum Landscaped Open Space = 20% Maximum Height of Building = 12m Minimum Floor Area = 79 m <sup>2</sup>					
9. The description of the subject land, such as the municipality, concession and lot numbers, registered plan and lot numbers, reference plan and part numbers and name of street and number:					
Lot 19, 8th Street East, Fort Frances, ON P9A 1X7 Legally described as: PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES O PIN#56017006					
10. The frontage, depth and area of the subject land (in metric):					
Frontage:	100.88 m	Depth:	87.43 - 114.76 m (irregular)	Area:	10,191.99 m (2.52 acres)
11. Is the application to implement an alteration to the boundary of an area of settlement or to implement a new area of settlement?					
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide details of the official plan that deals with the matter					
N/A					
12. Is the application to remove land from an area of employment?					
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide details of the official plan that deals with the matter.					
N/A					
13. Is the subject land within an area where zoning with conditions may apply?					

Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide an explanation of how the application conforms to the official plan policies relating to zoning with conditions	
N/A	
14. Is access to the subject land by provincial highway, a municipal road that is maintained all year or seasonally, another public road or a right of way or by water?	
Access is by a municipal road that is maintained all year.	
15. If access to the subject land is by water only, provide details of the parking and docking facilities used or to be used and the approximate distance of these facilities from the subject land and the nearest public land:	
N/A	
16. Existing uses of the subject land:	
- vacant land	
17. Are there any buildings or structures on the subject land: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
18. If answer to question 17 is yes, provide, for each building or structure, the type of building or structure and the setback from the front lot lines, rear lot line and side lot lines, the height in metres of the building or structure and the dimensions or floor area of the building or structure:	
N/A	
19. The proposed uses of the subject land:	
To have serviced to build a single detached dwelling in the future.	
20. Are any buildings or structures proposed for the subject land? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
21. If answer for question 20 is yes, provide, for each building or structure, the type of building or structure proposed, the setback from the front lot line, rear lot line and side lot lines, the height in metres of the building or structure and the dimensions or floor area of the building or structure:	
Single Detached Dwelling - 140-280 m <sup>2</sup> (1500-3000 sqft) floor area, setback/lines/height to be determined (will comply with all minimum and maximum requirements).	
22. If known,	
a. the date the subject land was acquired by the current owner:	Unknown
b. the date existing buildings or structures on the subject land were constructed:	

N/A	
c. the length of time that the existing uses of the subject land have continued:	
N/A	
23. Water is provided to the subject land by a publicly owned and operated piped water system, a privately owned and operated individual or communal well, a lake or other water body or by other means:	
None, but currently proposing permission from Council for an individual well.	
24. Whether sewage disposal is provided to the subject land by a publicly owned and operated piped sewage disposal system, a privately owned and operated individual or communal septic system, a privy or other means:	
None, but currently proposing permission from Council for a privately owned and operated septic system.	
25. If the application permits development on privately owned and operated individual or communal septic systems, and more than 4500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report, and a hydrogeological report are required. Are these reports attached? N/A	
a. a servicing options report,	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
b. a hydrogeological report	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
26. Indicate whether storm drainage is provided by sewers, ditches, swales or other means:	
Storm drainage is provided by ditches. It may also be provided by man-made swales in the future.	
27. If known,	
a. is the subject land the subject of an application under the Act for approval of a plan of subdivision or a consent: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide file number and status of the application:	N/A
N/A	
b. has the subject land ever been the subject of an application under Section 34 of the Act: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide file number and status of the application:	N/A
N/A	
c. has the subject land ever been the subject of a Minister's Zoning Order? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide Ontario Regulation number of the Order:	N/A
28. A sketch showing, in metric units, the following:	
a. the boundaries and dimensions of the subject land.	
b. The location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the buildings or structures from the lot lines.	

- c. The approximate location of all natural and artificial features on the subject land and on land that is adjacent to it, and that in the applicant's opinion, may affect the application (*for examples buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks*).
- d. The current uses on land that is adjacent to the subject land.
- e. The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or a right-of-way.
- f. If access to the subject land is by water only, the location of the parking and docking facilities to be used.
- g. The location and nature of any easement affecting the subject land.

29. Is the application for an amendment to the zoning by-law consistent with the policy statements issued under subsection 3(1) of the Act. Yes ☒ No ☐

30. Is the subject land within an area of land designated under any provincial plan or plans?  
Yes ☐ No ☒

31. If answer to question 30 is yes, does the application conform to the applicable provincial plan or plans?  
Yes ☐ No ☒ (N/A)

32. An affidavit or sworn declaration by the applicant that the information required under this Schedule and provided by the applicant is accurate.

DECLARATION  
Of Applicant or Authorized Agent

I, Ryan Lundy of the Town of Fort Frances, in the District of Rainy River solemnly declare that:

All the statements contained in this application are true 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


Town of Fort Frances, in the

District of Rainy River, this 22nd

day of July 2020

)  
)  
)  
)  
)  
)  
)

  
Signature of Applicant or  
Authorized Agent

 Elizabeth Slomke, a Commissioner, etc.,  
District of Rainy River, for the Corporation  
of the Town of Fort Frances.

Signature of Commissioner etc.



**PLEASE NOTE:**

1. *The Owner must complete the Owner's Consent.*
2. *If the applicant is not the Owner, the application must be accompanied by an Authorization of Owner.*
3. *12 copies of this application are required for processing accompanied by the required fee as outlined in current user fee by-law.*
4. *Application and fee to be filed with the Municipal Planner*
5. *It takes approximately 3 months to complete the process for a Zoning Amendment Application.*
6. *It is strongly recommended that you consult with the Municipal Planner to ensure the timelines of your application coincide with your development proposal.*

**COMPLETE IF APPLICANT IS THE OWNER****OWNER'S CONSENT**

I, \_\_\_\_\_, am the owner of the land that is the subject of this application and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.

Date

Signature of Owner

**COMPLETE IF APPLICANT IS NOT THE OWNER****AUTHORIZATION OF OWNER**

Roslyn N Broman      Bonny C Montgomery      Elizabeth J. Guenette

I, Janet Eldret      Lydia D Harris, am the owner of the land that is the subject of this application for zoning amendment and, for the purpose of processing and the Freedom of Information and Protection of Privacy Act, I authorize Ryan Lundy to act as my agent for this application and

provide any of my personal information that will be included in this application or collected during the processing of the application and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application

7/13/2020 | 5:40 PM CDT

DocuSigned by:

Bonny C Montgomery

Date

7/14/2020 | 1:04 PM CDT

DocuSigned by:

Ed Bonarath

B589789B124A403...

Signature of Owner

7/14/2020 | 9:25 PM CDT

DocuSigned by:

Janet P. Dorst

CA19A81CDC25430...

7/13/2020 | 8:14 PM PDT

DocuSigned by:

Lydia Dianne Harris

638ADADAE89C4E3...

7/13/2020 | 6:57 PM CDT

DocuSigned by:

Roslyn N Broman

33CC7D16676B4E8...



false  
false

PIN: 560170006

Generated: July, 16, 2020

[Back](#)[Overview](#)[Property Details](#)[Site & Structure](#)[Valuation & Sales](#)[PDF & Survey Print](#)[Demographic Comparables](#)[Tools](#)[Close](#)

## Fort Frances

[Suggest an address correction](#)

Owner Name

ELDRET, JANET; HARRIS,  
LYDIA DIANNE;  
GUENETTE, ELI...Multiple Owners  
(See Property Details)

Last Sale

\$0

Jan 10, 2012



Lot Size

333.83 ft

Frontage

N/A

Depth

Measurements Available  
(See Site & Structure)

Assessed Value

\$34,000

Based on Jan 1, 2016

Phased-In Value

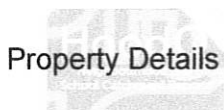
\$34,000

2020 Tax Year

### Legal Description

PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 &amp; 2, RR138; FORT FRANCES

## Property Details



### GeoWarehouse Address

FORT FRANCES

### Land Registry Office

Rainy River (48)

### Owner Names

ELDRET, JANET; HARRIS, LYDIA DIANNE; GUENETTE, ELIZABETH JOHANN; MONTGOMERY, BONNY CHRISTINE; BROMAN, ROSLYN NAN

### Ownership Type

Freehold

### Land Registry Status

Active

### Registration Type

Certified (Land Titles)

### PIN

560170006

## Site & Structure



Valuation &amp; Sales

Map &amp; Survey

Demographics

Tools

Close

ARN 591203000714500

PIN 560170006

Map data ©2020 Google

**Lot Size** Area: 109,705.67 ft<sup>2</sup> (2.518 ac) Perimeter: 1,335.30 ft  
 Measurements: 286.85 ft x 343.09 ft x 376.50 ft x 330.96 ft  
 Lot Measurement Accuracy: LOW

**Assessment 1** ARN : 591203000714500

**Site** Frontage: 333.83 ft Depth: 0.00 ft

**Structure** Property Description: Vacant residential land not on water Property Code: 100

Phased-In Value Click to purchase the 4-year Phase-in Report Assessed Value  
 \$34,000 \$34,000  
 2020 Tax Year Based on Jan 1, 2016

## Valuation & Sales

### Sales History

Sale Date	Sale Amount	Type	Party To	Notes
Jan 10, 2012	\$0	Transfer by Personal Representative	ELDRET, JANET; HARRIS, LYDIA DIANNE; GUENETTE, ELIZABETH JOHANN; MONTGOMERY, BONNY CHRISTINE; BROMAN, ROSLYN NAN;	
Jan 10, 2012	\$0	Transmission by Personal Representative (Land)	ELDRET, JANET;	
Aug 27, 2004	\$1	Transfer	ELDRET, JANET; HARRIS, LYDIA DIANNE; GUENETTE, ELIZABETH JOHANN; MONTGOMERY, BONNY CHRISTINE; BROMAN, ROSLYN NAN; LEATHERDALE, LYDIA CHRISTINA;	
May 04, 1995	\$1	Transfer	LEATHERDALE, LYDIA CHRISTINA;	

## Assessed Value

\$134K

Back

Overview

Property Details

Site &amp; Structure

Valuation &amp; Sales

PDF &amp; Survey Print

Demographic Comparables

Tools

Close

\$114K

\$94K

\$74K

\$54K

\$34K  
2017

2018

2019

2020  
Phased-In Value  
2020 Tax Year

Assessment 1

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www.geowarehouse.ca

Date: September 9, 2020

Report To: Mayor & Council

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: Syncor Request to Retract SPCA From Title

---

Mayor and Council may recall that in 2016 the Town of Fort Frances sold various parcels of land bound by Front Street, Mosher Avenue and Nelson Street to Syncor Contracting Ltd. for the purpose of developing five townhomes with future potential of constructing five additional for a total of ten (see attached site map). Syncor subsequently completed construction of five townhomes in 2018.

A request has come forward from Rene Larson, solicitor acting on behalf of Syncor Contracting, asking for retraction of the Site Plan Control Agreement from the titles of PINs 56018-0199 and 56018-2279. The request outlines that Syncor's future endeavors do not foresee that it will be able to develop the lands into a second five-unit residential townhome complex. The Site Plan Control Agreement is also registered on the lands that are occupied by the constructed townhomes being PINs 56018-2277, 56018-2278, 56018-2281, 56018-2282 and 56018-2283.

The intent for the request for retraction of the agreement from the title of PINs 56018-0199 and 56018-2279 is a condition as part of a potential sale from Syncor to another interested party. The deadline for the condition of removal is October 6, 2020. The formal request via email is attached with this report.

The request has been made aware to the Town's solicitor with the following comments were made:

- Have the Works in paragraph 6 and Schedule 2 been completed to the satisfaction of the Municipality?
- After the above Works have been installed, Syncor has also agreed to maintain them until the agreement is amended or otherwise released from title.
  - a. Are these Works completed to the satisfaction of the Municipality? Is the town ready to release Syncor from this commitment?
  - b. In paragraph 6(g) Syncor also guarantees the workmanship and materials for the construction and installation of the external Works and to maintain the same free from defects for a period of 2 years from the date of certification by the Municipality of substantial completion.

- Has it been two years since the date of certification by the municipality of substantial completion such that Syncor can be released from its obligations with respect to the Works?

A follow up on the solicitor's comments finds the following:

- The works outlined in paragraph 6 and schedule 2 of the agreement have generally been conformed to.
- These works were completed in 2016 and inspected to the satisfaction of the municipality. We are now beyond the 2-year maintenance period.

Discussions with the Public Works department find that there is no objection on their end.

The building and planning department is in support of the removal of the agreement from the title of the vacant lands with the condition that all costs associated are borne by Syncor. Additionally, it should be noted that depending on the future development scope a new site plan control agreement may be required. The building and planning department does not recommend retracting the agreement from the title of the occupied lands.

The Planning and Development Executive Committee considered this request at their September 8, 2020 session with recommendation to approve the request by Syncor Contracting to retract to site plan agreement from the title of PINs 56018-0199 and 56018-2279 and that all costs associated be borne by Syncor Contracting.

Respectfully submitted



Cody Vangel, EIT  
Chief Building Official & Municipal Planner

**Council approval of this report will** agree to the recommendation of the Planning and Development Executive Committee to approve the request by Syncor Contracting to retract to site plan agreement from the title of PINs 56018-0199 and 56018-2279 and that all costs associated be borne by Syncor Contracting.

**From:** [Rene Larson](#)  
**To:** [Cody Vangel](#)  
**Cc:** [Caryn Myers](#); [carynmyers@remax.net](mailto:carynmyers@remax.net); [SYNCOR CONTRACTING LIMITED \(don@syncorcontracting.ca\)](#)  
**Subject:** [External] Vacant Lands NELSON STREET, Town of Fort Frances - Owner: Syncor Contracting Limited; Request for Release of Site Plan Control Agreement registered as RD31539  
**Date:** Thursday, August 20, 2020 2:16:50 PM  
**Attachments:** [RD31539 Instrument Statement 61.pdf](#)  
[RD31539.pdf](#)  
[20200820 SPCA SCHEDULE 1 DRAWING.pdf](#)  
[20200820 PIN MAP & TITLE PINs.pdf](#)

[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](mailto:support@fortfrances.ca).

Dear Cody

Further to my recent telephone discussion regarding the above, I am now writing to formally request that the Town of Fort Frances release the Site Plan Control Agreement registered as RD31539 against the vacant lands described as PINs 56018-0199 and 56018-2279 (known municipally as 619-627 Nelson Street although currently vacant).

This Site Plan Control Agreement (SPCA) registered as RD31539 was for purposes of the development of a 5 townhouse complex known municipally as 629, 631, 633, 635 & 637 Nelson Street, which has been completed. Schedule 3 to this SPCA refers to a Letter of Credit for \$25,000, and we ask that you confirm that this Letter of Credit has been released or is expired now that the project has been completed in accordance with this SPCA.

I have attached separately a copy of the Schedule 1 drawings and point out that the lands which we are asking to be released are indeed shown as "Future Development". Paragraph 3. (a) of the SPCA refers to the development/construction of 1 new 5 unit residential townhouse complex.

It is respectfully submitted that Syncor has completed all obligations pursuant to the SPCA with regard to the completion of the 5 unit residential townhouse complex. In this respect it would be possible to remove the SPCA against all lands. However, should the Town wish that the SPCA remain registered against the townhouse complex, that is why Syncor is requesting only a partial discharge/removal of the SPCA

against the two PINs described above.

Syncor has looked into its future activities and does not foresee that it will be able to develop the vacant lands into a second 5 unit residential townhouse complex as had been originally contemplated. Therefore it has put the property up for sale, and has received an acceptable Offer to Purchase and entered into an Agreement of Purchase and Sale with a buyer named CDF INVESTMENTS LTD. scheduled to close on October 13, 2020. I have a deadline of October 6, 2020 to have the SPCA removed against the two PINs described above, and am respectfully requesting an early advice from the Town that the removal is approved in principle. I will then draft such further documents as are necessary, including the land registration documents. I am of course most willing to work together with your municipal solicitor.

Thank you

Rene

Rene Larson HBA, JD

Cell or Text: 807-632-7650 (preferred anytime)

E: [rene.larson@larsonlawyers.com](mailto:rene.larson@larsonlawyers.com)

**LARSON LAWYERS PROFESSIONAL CORPORATION**

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Thunder Bay, ON P7C 1A9

P: 807-285-7777 EXT 111

F: 807-623-1354

W: [www.larsonlawyers.com](http://www.larsonlawyers.com)







LAND  
REGISTRY  
OFFICE #48

56018-0199 (LT)

PAGE 1 OF 1  
PREPARED FOR rene0001  
ON 2020/08/06 AT 13:49:55

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: PCL 151-1 SEC ALBTP; LT 152 TOWN PLOT ALBERTON; PT LT 151 TOWN PLOT ALBERTON DESIGNATED AS PT 1 & 2, 48R3781; FORT FRANCES

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
ABSOLUTE

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2003/06/16

OWNERS' NAMES  
SYNCOR CONTRACTING LIMITED

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/06/13 **						
48R3781	2000/05/26	PLAN REFERENCE				C
A76015	2000/10/06	TRANSFER		*** COMPLETELY DELETED ***		
RD30477	2016/06/30	TRANSFER	\$180,000	THE CORPORATION OF THE TOWN OF FORT FRANCES	THE CORPORATION OF THE TOWN OF FORT FRANCES SYNCOR CONTRACTING LIMITED	C
REMARKS: PLANNING ACT STATEMENTS.						
RD31539	2016/11/10	NOTICE		SYNCOR CONTRACTING LIMITED		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #48

56018-2279 (LT)

PAGE 1 OF 1  
PREPARED FOR rene0001  
ON 2020/08/06 AT 13:31:15

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: LT 153 TOWN PLOT ALBERTON; LT 154 TOWN PLOT ALBERTON EXCEPT PARTS 1 TO 5, 48R4508; FORT FRANCES

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
ABSOLUTE

RECENTLY:  
DIVISION FROM 56018-0201

PIN CREATION DATE:  
2017/04/26

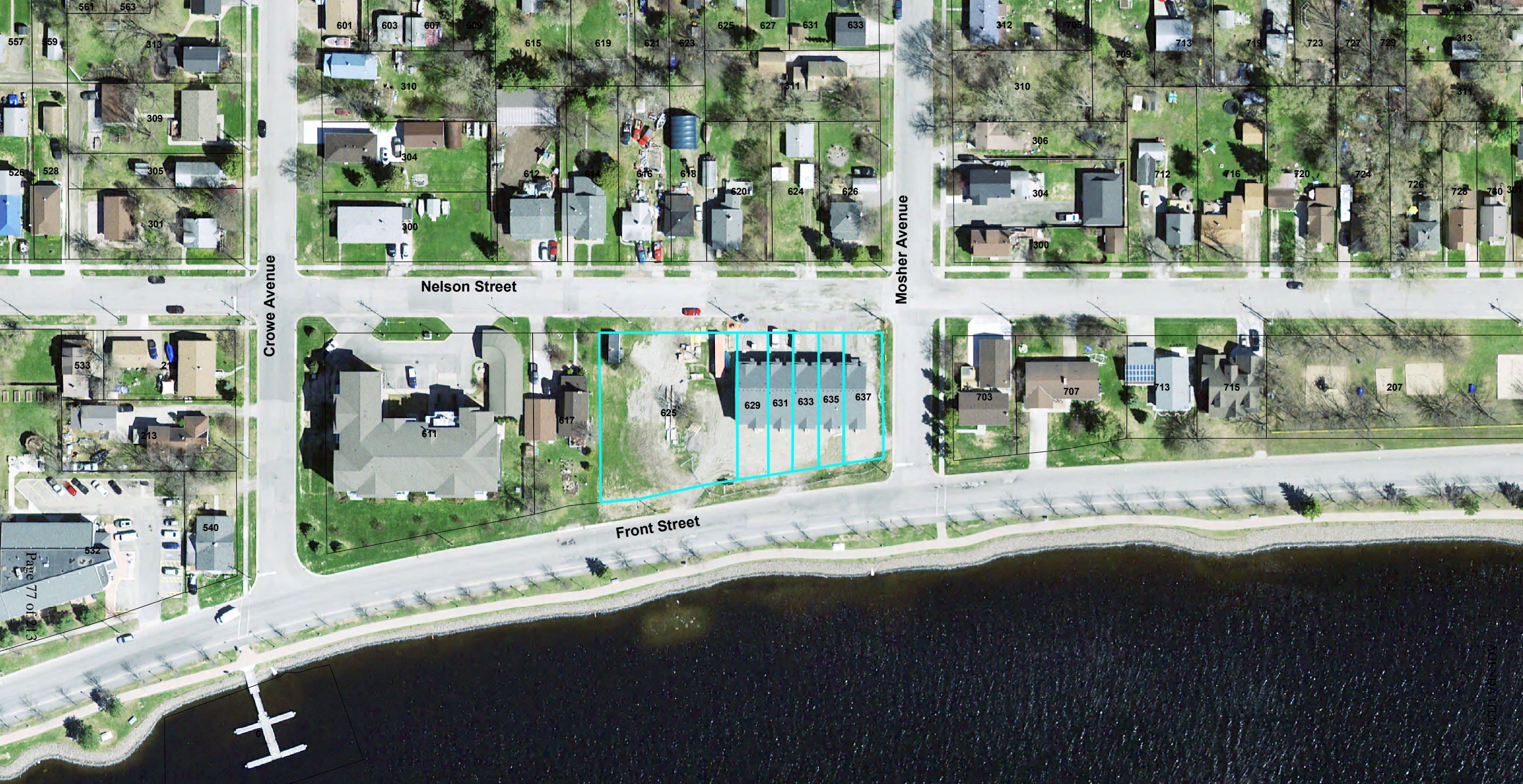
OWNERS' NAMES  
SYNCOR CONTRACTING LIMITED

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2017/04/26 **						
RD30477	2016/06/30	TRANSFER	\$180,000	THE CORPORATION OF THE TOWN OF FORT FRANCES	SYNCOR CONTRACTING LIMITED	C
REMARKS: PLANNING ACT STATEMENTS.						
RD31539	2016/11/10	NOTICE		SYNCOR CONTRACTING LIMITED		C
RD32451	2017/04/12	NOTICE		SYNCOR CONTRACTING LIMITED	SYNCOR CONTRACTING LIMITED	C
REMARKS: INDETERMINATE PERIOD						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.





Crowe Avenue

Nelson Street

Moshier Avenue

Front Street



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 5<sup>th</sup> Street East**

---

Council referred a letter from Ann McEwan regarding the lighting on 5<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> Street East and Colonization Road East, including around the docks
2. Allow the property owner to install a camera on the 5<sup>th</sup> 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 5<sup>th</sup> Street East and Colonization Road East, including around the docks**
- 2. Allow the property owner to install a camera on the 5<sup>th</sup> 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

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: 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 1<sup>st</sup> in any year and ending on March 31<sup>st</sup> 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 Owed 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>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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**

<b>MILESTONE PAYMENT</b>	<b>AMOUNT</b>	<b>REQUIRED DOCUMENTATION</b>
<b>Milestone 1:</b> Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	<b>Contract Award Report</b>  Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2020.
<b>Milestone 2:</b> 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; <b>or</b>  (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.	<b>Substantial Completion Report</b>  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 <sup>st</sup> of the fiscal year of Project Completion).
<b>Milestone 3:</b> 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, <b>or</b>  (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.	<b>Final Report</b>  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.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**



## **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.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

## 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.	<b>Contract Award Report</b> - 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.	<b>Revised Budget Report</b> 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.	<b>Progress Report</b> - 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.	<b>Substantial Completion Report</b> – 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 <sup>st</sup> of the fiscal year of Project Completion).
5.	<b>Final Report</b> - 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.	<b>Other Reports or information</b> 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.

<b>Recipient Municipality Name</b>	
<b>Project Name</b>	

**REVISED PROJECT COSTS**

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

**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.

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**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.

<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Date:</b>	

**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.*

<b>Recipient Municipality Name</b>	
<b>Project Name</b>	

**Key Dates:**

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
<b>TOTAL NET ELIGIBLE COSTS to Date</b>		
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****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”.*

<b>Municipality Name:</b>
<b>Project Name:</b>

<b>Section 1. Project Details</b>
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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.

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

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

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

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

**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
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**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.

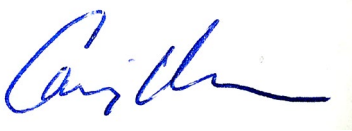
Both properties have a history of plugged sewers. The 410 Mosher Avenue property file has a record of 6 plugged sewers dating back to 1983. Five of the 6 plugged sewers were deemed to be on the town's side of the property line with 1 on the private side of

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**

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**Subject:** FW: [External] Sewer clean out bikl

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**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](mailto: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



SHIP TO DO-RITE PLUMBING  
ADDRESS PO Box 565  
FORT FRANCES ONT  
P9A 3M9

FOB	TERMS	1420Y8	VIA
-----	-------	--------	-----

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	CLEAN OUT MAIN SEWER LINE		175.00
	BLOCKAGE APPROX. 70-80 FT OUT TREE ROOTS & TOILET PAPER		
		HST	22.75
	PA 15/7/20	TOTAL	197.75

PA 15/7/20

# INVOICE

Chex # 688  
L.C.



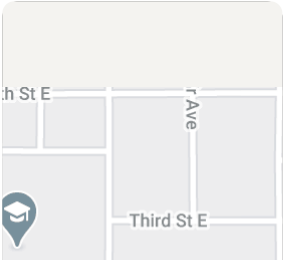


Image capture: Jun 2012 © 2020 Google

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 GRENNIERAddress 410 MOSHER AVEName 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 ROD LOSTER FROM CHANON  
IN HOUSE - ROOTS SOFTPlugged 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 foremanReport approved by: \_\_\_\_\_  
Working foremanRay [Signature]  
Superintendent

Remarks of Foreman or Superintendent \_\_\_\_\_



[illegible]

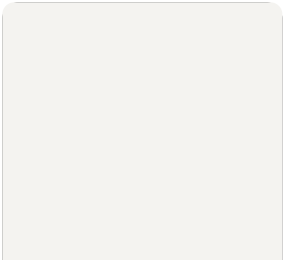


Image capture: Jun 2012 © 2020 Google

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 CLO UNDER DOOR
APR 22/13	CLEANED PLUGGED SEWER FROM CLO 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 CLO

## 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 10<sup>th</sup> 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 - 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 Ordner - Min. Charge

(# 25<sup>00</sup>)

J.H.

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

DATE 05 04 2015 TIME 3:00 - 4<sup>30</sup> 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.

lth

**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 1:00pm - 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 AMName of Property Owner MARGARET SAUNDERSAddress 713 WEBSTERName 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 foremanReport 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

2020Sept9 Norther Youth Programs Terminal Lease Agreement.docx



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 1<sup>st</sup>, 2020 to December 31<sup>st</sup>, 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 1<sup>st</sup>, 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**

## **CONTENTS**

### **Parties and Leased Land**

#### **Article 1      Definitions**

#### **Article 2      Purpose**

#### **Article 3      Term**

- 3.1      Length of Term
- 3.2      Overholding Tenancy
- 3.3      Cancellation Privilege
- 3.4      Cancellation

#### **Article 4      Rent**

- 4.1      Rent
- 4.2      Payment of Rent
- 4.3      Interest on Rent in Default

#### **Article 5      Leased Permits, Services and Improvements**

- 5.1      “As Is” Condition
- 5.2      Access
- 5.3      Services
- 5.4      Temporary Suspension of Services
- 5.5      Reasonable Use
- 5.6      Fire Prevention
- 5.7      Advertising
- 5.8      Environmental Protection Statutes
- 5.9      Drainage System
- 5.10    Care, Custody and Control of Substances and Materials
- 5.11    Repair of Damage
- 5.12    Approval of Alterations and Utility Services
- 5.13    Vesting of Repairs, Alterations, Improvements or Replacements
- 5.14    Payment of Taxes
- 5.15    Compliance with Regulations

#### **Article 6      Assignment**

#### **Article 7      Liability and Indemnity**

- 7.1      Claim or Demand
- 7.2      Indemnity

#### **Article 8      Insurance**

#### **Article 9      Default and Re-Entry**

- 10.1 Bribes
- 10.2 Headings
- 10.3 Differences
- 10.4 Effect of Lease
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- 10.6 Waiver Negated
- 10.7 No Implies Obligations
- 10.8 Entire Agreement
- 10.9 Survey Monuments

**Article 11 Notices**

**Execution of Lease**

**Schedule A**



ATB – Space Lease

**THIS INDENTURE** made this 1<sup>st</sup> 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 (1<sup>st</sup>) 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

### 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 1<sup>st</sup> day of January Two Thousand and Twenty and ending on the 31<sup>st</sup> 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 )

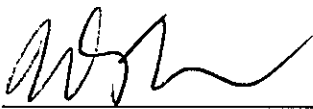
)

)

)

)

) 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 at 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**

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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 27<sup>th</sup>, 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 six (6) 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) **Develop a Hydrant Maintenance program similar to the annual valve exercising program.** Currently the town operates each of their 418 Fire Hydrants annually however the maintenance program is more of reactionary if they see a problem when they are operating the hydrants. A more robust maintenance program needs to be developed to better protect the assets and provide more and additional data on the health of the water system.

Action Item No. 5) **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. 6) **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 six (6) 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) **Develop a Hydrant Maintenance program similar to the annual valve exercising program.**

Action Item No. 5) **Improve Water Plant WIFI Coverage to assist the newer operators in trouble shooting and repairing issues.**

Action Item No. 6) **Improve server connection in the Water Distribution Office.**

Respectfully Submitted



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 six (6) 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) Develop a Hydrant Maintenance program similar to the annual valve exercising program.**

**Action Item No. 5) Improve Water Plant WIFI Coverage to assist the newer operators in trouble shooting and repairing issues.**

**Action Item No. 6) Improve server connection in the Water Distribution Office.**



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**Administration & Finance Division**

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**To:** Mayor and Council

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

**Date:** September 14, 2020

**Subject:** New Policy – Mandatory Use of Mask or Face Covering within the Corporation of the Town of Fort Frances

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Attached, please for your review, please find our new Mandatory Use of Mask or Face Covering within the Corporation of the Town of Fort Frances.

As the Northwestern Health Unit had mandated mandatory use of masks effective August 17, 2020, we had previously implemented a Standard Operating Procedure for the period from August 17 until we were able to have a formal policy approved by Council.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jordan Forbes", is written over a horizontal line.

Jordan Forbes  
Human Resources Manager

Council approval of this report will approve the implementation of the Mandatory Use of Mask or Face Covering within the Corporation of the Town of Fort Frances Policy.
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# THE TOWN OF FORT FRANCES

## Section: Health and Safety

### Policy: Mandatory Use of Mask or Face Covering within The Corporation of the Town of Fort Frances

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**Creation Date:** September 2020

**Review Date:**

**Resolution Number:** N/A

**Supersedes Resolution Number:** N/A

**Policy Number:** 5.44

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#### **Mandatory Use of Mask or Face Covering within The Corporation of the Town of Fort Frances:**

- Beginning August 17, 2020, all employees, visitors, and customers are required to wear a mask or face covering upon entering and remaining within enclosed public spaces in Facilities owned and operated by the Corporation of the Town of Fort Frances. The mask or face covering must fully cover the nose, mouth and chin without gaps.
- The following persons are exempt from the requirement to wear a mask or face covering:
  - Children under two years of age, or children under the age of five years either chronologically or developmentally who refuse to wear a mask and cannot be persuaded to do so by their caregiver.
  - Persons who cannot safely wear a mask or face covering because of medical conditions such as breathing difficulties, cognitive difficulties, hearing or communication difficulties.
  - Persons who cannot wear or are unable to apply or remove a mask without assistance, including those who are accommodated under the *Accessibility for Ontarians with Disabilities Act* (AODA) or who have protections under the *Ontario Human Rights Code*, R.S.O. 1990, c.H.19, as amended.
  - A person who is employed by or is an agent of the Operator of an Enclosed Public Space and is within or behind a physical barrier such as plexiglass.
- Temporary removal of the mask or face covering is permitted where necessary for the following purposes:
  - Actively engaging in an athletic or fitness activity including water-based activities.
  - Consuming food or drink.

- Receiving services in a personal service setting on an area of the face that would otherwise be covered by a mask or face covering.
  - For any emergency or medical purpose.
- This policy will be implemented and enforced in “good faith” to primarily educate people on masks and face coverings and promote their use in enclosed public spaces.
  - Persons with exemptions herein are not required to show proof of exemption.
  - Signs about the requirement to wear masks or face coverings shall be posted at all public entrances. Alcohol-based hand sanitizer will also be made available at all entrances and exits for persons entering or exiting facilities of the Corporation of the Town of Fort Frances.
  - Employees will be trained on the policy, including:
    - How and when to provide verbal reminders of the masking requirement to persons entering the premises without a mask or face covering, and those who remove their mask or face covering for an extended period of time.
    - Where and how to properly wear a mask or face covering.
    - How to respond to customers who do not have a mask or face covering.
    - Where people can get more information about the policy, which will be made available on our website.
    - How to handle a customer who becomes aggressive about the requirement to wear a mask.
  - A copy of this policy will be made available on request to a public health inspector or other person authorized to enforce the *Reopening Ontario Act* Ontario Regulation 364/20.
  - Provided that physical distancing of at least 6ft or 2m is able to be maintained, masks or face coverings will **not** be required in areas not accessible to the public such as a private office, meeting room, or semi-private workstation. Employees shall be required to wear masks in all common areas such as hallways, restrooms, break rooms, or when interacting with members of the public in person.
  - Provided that physical distancing of at least 6ft or 2m is able to be maintained, masks or face coverings will not be required in the Public Works Garage or Parks Garage.
  - Masks or appropriate face coverings shall be worn when any staff member interacts with a member of the general public within an enclosed space within any town owned facility.
  - Staff shall be responsible for carrying an appropriate face covering or mask at all times while they are in a space where they may not be able to physically distance, so that they may be donned as required. The Employer shall provide staff with a disposable or cloth mask as required.

### **Enforcement Measures:**

These standards must be adhered to in order to protect employee and community safety.

Employees who fail to adhere to these standards may be subject to disciplinary action.  
Supervisors who fail to enforce these standards may be subject to disciplinary action.

Supervisors are expected to enforce these measures and may take such disciplinary action as appropriate to enforce them. Workers and Supervisors who fail to comply with these measures may be subject to disciplinary action.

No reprisal shall be taken against any individual for reporting concerns related to this policy.

Date: August 26, 2020

Report To: Mayor & Council

Report From: Cody Vangel, Chief Building Official and Municipal Planner

Subject: RFP No. 2020-AF-10 Award – Civic Centre Office Renovation Design Works

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In the 2020 Capital Budget, the Town of Fort Frances allocated \$60,000.00 to retain a building design firm to provide design services for the renovation of the treasury department office area located in the Town of Fort Frances Civic Centre at 320 Portage Avenue, as well as to provide design services for the restroom facilities (excluding OPP) within to determine compliance with the Ontario Building Code and the Accessibility for Ontarians with Disabilities Act (AODA).

The intent of the office renovations would be to provide an effective and efficient work area that would provide safety barriers for interactions between staff and the public, and to also create spaces in which confidential matters can be handled more appropriately. The design works would also be used to address mechanical servicing concerns within the renovated office area.

The Town of Fort Frances began advertising the Request for Proposal (RFP) on July 2, 2020 with a closing date of August 4, 2020. The RFP was advertised in the local newspaper, the Town's website, and it was also sent to both the Thunder Bay and Winnipeg construction association requesting advertisement.

A requirement of this RFP was that the building design firms must conduct a site visit prior to submission of their proposal. With this, three building design firms conducted a site visit.

On August 4, 2020 proposals were received and opened publicly through a virtual manner at the Town of Fort Frances Civic Centre in the Committee Room. The following proposals were received:

Building Design Firm	Score	Project Cost
FormStudio Architects – Thunder Bay	183.25	Fixed Fee \$59,904.00 Disbursements \$5,220.00 Plus HST
AD Technical Services – Fort Frances	160.25	Fixed Fee \$32,600.00 Construction Costing \$2,850.00 Plus HST
Saulteaux Consulting and Engineering – Fort Frances	156.175	Fixed Fee \$33,692.00 Plus HST



The proposals were evaluated by an internal review team for the following criteria with associated weighting:

- Quality of the proposal submitted - ease of understanding, required components of the design activities, and work schedule. (20%)
- Experience in providing Building Design services on Municipal or similar buildings (25%)
- Key Personnel assigned to the project (15%)
- Proposal Cost (25%)
- Schedule (15%)

Administration is to inform Mayor and Council on any proposals that did not comply with the terms of reference as outlined in the RFP. The following non-compliances were recognized:

- An Occupational health and safety plan and corporate COVID-19 policy was not received from Saulteaux Consulting and Engineering Inc. or FormStudio Architects as per section 4.3 of the RFP. Since closing of the RFP FormStudio has since submitted both documents.
- A draft contract was not submitted by Saulteaux Consulting and Engineering Inc. as per section 4.4 of the RFP.

Through the review process the decision was unanimous across the board that the recommended building design firm be FormStudio Architects. FormStudio provided a professional, highly detailed, and concise proposal which outlined an abundance of relevant experience. The schedule outlined appears reasonable in the sense that the work will not be rushed and that it will be conducted methodically. FormStudio also presents a well-rounded team of architects, engineers, and support staff to take on the project.

FormStudio's fixed fee project costing plus associated disbursements is \$65,124.00 plus HST. With a municipal tax rate of 1.76% the all-in project cost would be \$66,270.19.

It is recommended that RFP No. 2020-AF-10 be awarded to FormStudio Architects and that the costs exceeding the capital budget, being \$6,270.19, be taken from building reserves.

Respectfully submitted



Cody Vangel, EIT  
Chief Building Official & Municipal Planner

**Council approval of this report will** agree to the recommendation of administration to award RFP No. 2020-AF-10 to FormStudio Architects and that the costs exceeding the capital budget, being \$6,270.19, be taken from building reserves, and that Mayor and Clerk be authorized to execute the agreement with FormStudio Architects on behalf of the Corporation of The Town of Fort Frances.



Ontario Association of Architects

# Standard Short Form of Contract for Architect's Services

## OAA 800 - 2011 with July 1, 2018 Amendments

The **Client** and the **Architect** agree to the following terms and conditions made as of:

**Client:** (name and address)

Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON  
P9A3P9

**Architect:** (name and address)

FormStudio Architects Inc  
131 Court St. N  
Thunder Bay, ON  
P7A4V1

**Client's Project:** (title, address/location, brief description, size and budget where applicable, reference attached information if needed.)

The Localized Office Renovation Design Works Within the Fort France Civic Centre  
320 Portage Avenue, Fort Frances, ON, P9A3P9

The Architect shall coordinate the services of the following **Consultants**:

engaged and paid by the Architect:

Cuthbertson Engoneering, Mechanical Engineer  
AG Engineering, Electrical Engineer

engaged and paid by the Client:

n/a

The **Client** shall pay Architect's Fees and reimbursable expenses as set out below, plus value added tax (HST).

**Invoices** submitted are payable within 28 days, or less from date of receipt by Client. Unpaid invoices shall bear interest per annum, calculated monthly, at prime plus 2% from 28 days to 60 days; prime plus 4% thereafter.

☒ A Lump Sum Fee of:

☒ At Architect's Standard Hourly Rates.

☐ A Percentage-based Fee of:  % of  
the Construction Cost as defined.

☐ A Deposit of:

The **deposit** is the minimum amount payable under this Agreement, and will be credited against the final invoice.

**Reimbursable expenses** are charged at cost plus 10 %  
for administration and include charges for: printing, copying,  
delivery, communication, travel, and if authorized, lodging,  
special photography or models.

**Additional Services** approved in writing by the Client shall be invoiced at Standard Hourly Rates or as otherwise agreed.

**Other Conditions:** (reference attached information if needed.)

The Detailed Design of New Washroom Facilities if required will be an additional service. Conceptual Schematic Design is included.  
Site measuring will be limited to confirming existing conditions as per the provided original working drawings.  
Design for upgrading of the existing electrical service if required will be an additional service.

**Client signature**

name

**Architect signature**

name





Ontario Association of Architects

## Standard Short Form of Contract for Architect's Services

### OAA 800 - 2011 with July 1, 2018 Amendments

The Architect shall render the Services to the Client in accordance with the following terms of engagement:

1. **Professional Responsibility:** The Architect shall exercise the standard of care, skill and diligence required by customarily accepted professional practices. All Architects in Ontario carry professional liability insurance to at least the mandatory level. Evidence of insurance is available upon request.
2. **Clients Responsibilities:** The Client shall be responsible for:
  - (1) providing information regarding the existing conditions of the Client's lands and premises, including soils and sub-surface conditions, existing structures, surveys, etc., as required;
  - (2) timely communication of Client's decisions or responses during the Project;
  - (3) any costs related to Client-initiated design changes made after Client's previous approval;
  - (4) arranging bonding and/or insurance coverage for the building/property, and any contractors or consultants retained by the Client.
3. **Copyright:** Plans, sketches, drawings, graphic representations, reports and specifications prepared by or on behalf of the Architect are Instruments of Service. The Architect retains the property, copyright and moral rights for the Instruments of Service whether the Project for which they were made is executed or not. Their alteration by the Client or any other person is prohibited.  
 The Client may retain copies of the Instruments of Service for information and reference in connection with the Client's use and occupancy of the Project. Copies may include portable document files (PDFs, non-editable), but do not include computer-aided design documents (e.g. CAD or BIM, editable files) unless otherwise agreed in writing.  
 Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same Project, by this Client only and may not be offered for sale or transfer without the express written consent of the Architect. The Client's use of Instruments of Service is contingent upon full payment to the Architect for services rendered.
4. **Construction Phase – General review** means reviews during visits to the place of work at intervals appropriate to the stage of construction, to observe the progress of the work and that the work is being carried out in general conformity with the contract documents, and to report, in writing, to the client and contractor and chief building official. The Architect will perform site visits as agreed in the attached Schedule.
5. **Construction Cost:** means the contract price(s) of all project elements designed or specified by, or on behalf of, or as a result of, the coordination by the Architect, including permit fees, contingency amounts, changes, contractor or construction management fees and all applicable taxes including HST, whether recoverable or not. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated value as determined by Architect, at market rates at the anticipated time of construction. Construction Cost does not include the compensation of the Architect, the Architect's consultants, the land cost, or other costs, which are the responsibility of the Client.
6. **Suspension:** Unless indicated otherwise in this agreement, the Architect reserves the right to suspend service on this project if invoices are not paid within 45 days, from the date of issue and the Architect will not be liable for any costs or delays caused by the suspension of services.
7. **Termination:** If either party fails substantially to perform in accordance with its terms the non-defaulting party may terminate this engagement after giving seven (7) days' written notice to remedy the breach. The Client may terminate this agreement without cause upon thirty (30) days' written notice. On termination the Client shall forthwith pay to the Architect its charges for the Services performed to the date of termination, including all fees, reimbursable expenses, and charges for this Project.
8. **Limitation of Liability:** The total amount of all claims, in contract or tort, which the Client may have against the Architect related to this contract is limited to the amount of professional liability insurance carried and available. The Architect shall not be responsible for:
  - (1) acts or omissions of contractors, suppliers or any other persons performing any work, or for failure of any of them to carry out the work in accordance with the construction documents;
  - (2) control, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the work;
  - (3) any changes made to the Architect's design, drawings or documents without the Architect's knowledge and approval;
  - (4) decisions made by the Client without the advice of the Architect or contrary to, or inconsistent with, the Architect's advice;
  - (5) interpretations by an authority having jurisdiction which differs from that of the Architect regarding statutes, regulations, laws and by-laws;
  - (6) any consequential loss, injury, or damages suffered by the Client, including loss of use or earnings, and interruption of business;
  - (7) any and all matters arising from or related to toxic or hazardous substances or materials.
9. **Dispute Resolution:** The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. Disputes shall be resolved according to provisions of the applicable provincial legislation.

Initialed by:

Client

Architect





Ontario Association of Architects

Project/Client/Architect Ref:

# Standard Short Form of Contract for Architect's Services

## OAA 800 - 2011 with July 1, 2018 Amendments

### Schedule of Architect's Scope of Services:

<b>Pre-Design</b>			
Client's Program and Budget:	Develop <input checked="" type="checkbox"/>	Review <input type="checkbox"/>	
Assist Client in obtaining property survey, geotechnical report, etc.			<input type="checkbox"/>
Prepare schedule for Architect's services and projected project schedule.			<input checked="" type="checkbox"/>
Prepare measured drawings of visible conditions.			<input checked="" type="checkbox"/>
<b>Design Phases</b> (Client's review and approval to be obtained before proceeding to next phases)			
Schematic Design Documents Phase			<input checked="" type="checkbox"/>
Design Development Documents Phase			<input checked="" type="checkbox"/>
Estimates of Construction Cost at each phase			<input checked="" type="checkbox"/>
<b>Construction Documents Phase – Drawings / Specifications</b>			
Prepare drawings / specifications for:			
Building Permit <input checked="" type="checkbox"/>	Bidding/Negotiation with contractor(s) <input checked="" type="checkbox"/>	Construction <input checked="" type="checkbox"/>	
Estimates of Construction Cost at appropriate intervals.			<input type="checkbox"/>
<b>Permits and Approvals</b>			
Review applicable statutes, regulations, codes and by-laws as the design of the project is developed.			<input checked="" type="checkbox"/>
Prepare and submit client signed application for building permit.			<input type="checkbox"/>
Prepare and assist Client to obtain:			
Site Plan Approval <input type="checkbox"/>	Committee of Adjustment <input type="checkbox"/>	Re-zoning Application <input type="checkbox"/>	
<b>Negotiating / Bidding Phase</b>			
Assist client to:	Obtain bids <input type="checkbox"/>	Prepare construction contract <input type="checkbox"/>	
<b>Construction Phase: General Review – Construction Contract Administration</b>			
General Review at site, and reports:	for Building Code only:		<input type="checkbox"/>
	for Building Code and all Construction Documents:		<input type="checkbox"/>
Including <input type="text"/> visits to the site over the anticipated construction duration of <input type="text"/> months.			
Services exceeding the limits included above shall be provided as Additional Services.			
Certify Contractor applications for payment and Substantial Performance.			<input type="checkbox"/>
Construction Contract Administration field and office functions			<input type="checkbox"/>
Follow up during one year warranty period.			<input type="checkbox"/>
<b>Other Scope of Services:</b> (include Additional Services, special phasing or scope; reference attached information if needed.)			
<p><i>The Detailed Design of New Washroom Facilities if required will be an additional service. Conceptual Schematic Design is included.</i></p> <p><i>Site measuring will be limited to confirming existing conditions are as per the provided original working drawings.</i></p> <p><i>Design for upgrading of the existing electrical service if required will be an additional service.</i></p>			

Initialed by:

Client

Architect

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](http://www.emterra.ca) | [www.emterrausa.com](http://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](mailto: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](mailto: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**

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12214 Rotary Avenue, Regina SK. S4M 0A1

1029 Henry Avenue, Winnipeg, Manitoba R3E 1V6

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

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

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**From:** Craig Miller <[cmiller@fortfrances.ca](mailto:cmiller@fortfrances.ca)>

**Sent:** August 25, 2020 2:54 PM

**To:** Chris Yanisiw <[chris.yanisiw@emterra.ca](mailto: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](mailto:cmiller@fortfrance.ca)  
Tel: 807-274-9893 ext. 1313  
Cell: 807-271-1661  
Fax: 807-274-7360

August 20, 2020  
Mayor and council

Now marks five months that the Economic Development Advisory Committee (EDAC) has met. Much has changed in the lives of the citizens and community not only in Fort Frances but across the Rainy River District.

I would ask that the TOFF set up a ZOOM meeting of the members of the committee in early September. The purpose of the meeting would be to begin creating new strategic plans to stimulate the economy, employment, and the well being of the community.

We all face new realities.

I propose the following agenda:

1. Review of TOFF strategic plan.
2. Impact of Covid 19 virus on strategic plan
3. Impact of economic losses on businesses in the community.
4. Create strategies to promote businesses and economy in Fort Frances.
5. Identify where areas where senior levels of government can assist in supporting business and citizens.
6. Identify strategies for the community to implement when cross border travel and more interprovincial travel again begins to protect citizen's health.

I look forward to again activate the EDAC to work for the benefit of the community.

Sincerely

Jim Cumming  
EDAC Chair  
Phone 807 275 9263  
Email: [james.cumming.jc63@Gmail.com](mailto:james.cumming.jc63@Gmail.com)

Cc Doug Brown  
Tannis Drysdale



# FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement



## JULY 2020 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

Total Hours: Incidents; Training; Public Education; and Public Service	Training Sessions:	Public Ed & Prevention; Public Events; Public Service:	Fire Safety Standards Enforcement Inspections / Re-inspections for 2020:	Fire Drills	EMS Calls:	Fire Calls:	Fire Loss estimated values in Dollars:
11.2	2	0	46	0	0	4	N/A
Alarm Calls:	MVC Calls:	Water Related Rescue Calls:	(CO) Carbon Monoxide / Gas Leak Calls:	Hazmat Calls:	Mutual Aid Calls:	Other Calls:	Tickets Issued:
7	2	0	0	1	0	0	0

### TEAM MEMBERS RESPONDED TO 14 CALLS FOR SERVICE DURING JULY 2020.

#### Total Hours:

- **7.2 Hours** was spent on responding to Emergency Incidents.
- **4 Hours** was spent on Training.

#### Time of Day:

During this month, **43%** of our calls for service occurred on the Day Shift between 07:00 & 19:00 and **57%** of our calls for service occurred during the Night Shift between 19:00 & 07:00.

#### Fire Prevention Inspections / Re-inspections:

Since March 13, 2020, fire prevention inspections have been suspended due to the COVID-19 pandemic. However, 3 Fire Safety Inspections were required to be completed in July, which were completed in a safe manner with all the PPE and Health and Safety protocols in place.

#### Fire Response Calls: 4 Fire Calls.

- Power Pole Fire north of the Copper River Inn
- Propane Tank Fire at a residence
- Cooking related incident at a residence (No Fire)
- Arc Flash Incident at a school (No Fire or Injuries)



# FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement



## JULY 2020 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC



**Power Pole Fire: North of Copper River Inn**

**Fire Alarms:** 7 False Fire Alarm Calls.

**MVC (Motor Vehicle Crashes):** 2 MVC's, which were in the Town of Fort Frances.

**Hazmat Calls:** 1 Call, which involved a gasoline and oil spill from the back of a pick-up truck.

### **Public Fire Safety Education:**

Weekly Fire & Life Safety Tips continue to be published in the Thursday edition of the Fort Frances Bulletin. As well, we continue to post a weekly Safety Share on our towns official Facebook Page.



# FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement



## JULY 2020 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

This month we thank the fine people of the Office of Ontario Fire Marshal for their many years of continuing support of promoting fire prevention and public fire safety education in Ontario, as well as within the Rainy River District.

As well, their ongoing support of providing public fire safety education and prevention materials and assistance to the fire service has been greatly appreciated.

### Look for *the mark!*

When purchasing and installing smoke and carbon monoxide alarms **look for one of these marks** on your alarms, to ensure it meets the **appropriate Canadian standard.**



Intertek



[ontario.ca/firemarshal](http://ontario.ca/firemarshal)





Citywide Export - 2020-09-03

Permit #	Contractor	Property Address	Legal Description	Work Description	Value
PRM-2020-0056	Leti Zelleke	0 N MILL COMPLEX PC	ALB TOWN PLOT PT LOTS 1 53;93 112 218 J K L PT FRONT ST;PT MOWAT AVE PT NELSON ST PT;PORTAGE AVE RP 48R3453 PARTS;1 TO 3 RP 48R3320 PART 1 *	Mill Demolition Phase 1-1: Woodroom Building	\$120,000.00
PRM-2020-0057	Leti Zelleke	0 N MILL COMPLEX PC	ALB TOWN PLOT PT LOTS 1 53;93 112 218 J K L PT FRONT ST;PT MOWAT AVE PT NELSON ST PT;PORTAGE AVE RP 48R3453 PARTS;1 TO 3 RP 48R3320 PART 1 *	Mill Demolition Phase 1-2: Paper Mill Buildings	\$1,380,000.00
PRM-2020-0058		631 KINGS HW	PLAN SM157 LOT 5 PCL 5-1	Structural repairs to exposition accessory building trusses	\$1,000.00
PRM-2020-0059		1231 KINGS HW	RP RR183 PARTS 12 & 13;RP48R973 PARTS 1 2 & 3;RPRR331 PART1 PCL17735	Construct 8' by 12' addition to mobile home	\$3,500.00
PRM-2020-0060		316 MINNIE AV	20251;PCL 21067	Construct a "L" shaped 8' by 28' detached uncovered deck	\$3,000.00
PRM-2020-0061		520 FRONT ST E	PLAN SM28 LOT 62 PCL 8710	Construct a 30' by 40' accessory building	\$30,000.00
PRM-2020-0062	John Johnson	903 CROWE AV	PLAN ALB LOT 70 PCL 70-1		
PRM-2020-0063		904 SIXTH ST E	PLAN SM60 N31FT LOT 19 S17FT;LOT 20 PCL 14298 W7FT CLOSED;CROWE AVE	Construct a 12' by 16' attached uncovered deck	\$4,000.00
PRM-2020-0064	Richard Wieringa	903 WILLIAMS AV	PLAN SM298 LOT 145 PCL 21419	Construct a 10' by 14' attached uncovered addition to existing deck	\$3,700.00
			PT RANGE LOT 21 RP48R1293;PART 2 PCL 14172	Construct a 14' by 27' detached uncovered deck	\$3,500.00
				Construct a 28' by 48' accessory building	
PRM-2020-0065	Pete Veldheisen	737 SCOTT ST	PALB E PT LOT 403 E PT LOT;404 PCL 12607 10385	Foundation constructed under 2019-0096	\$170,000.00
PRM-2020-0066	Gerald Wieringa	1228 SECOND ST E	PLAN M91 LOT 15 PCL 15295;RP48R1595 PART 4 PCL 22560	Construct a 24' by 32' accessory building	\$44,579.00
PRM-2020-0067		Colonization Road West, Rainy River District	MCIRVINE RIVER RANGE PT LOTS 46 AND 47 RP 48R2677 PARTS 7 8 10 PT PART 6	Construct a 32' by 48' accessory building	\$50,000.00
PRM-2020-0068	JOHN DEGAGNE	1007 CORNWALL AV	PLAN SM138 S1/2 LOT 11 PCL;15833	Construct single detached dwelling	\$298,000.00
PRM-2020-0069		127 SIXTH ST W	PT HB RES PCL 11076	Construct a 8' by 9' attached covered deck addition to existing rear attached covered deck	\$1,329.22
					2112608.22



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

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,

A handwritten signature in black ink, appearing to read 'Kelly G.D.', is positioned above the printed name of the sender.

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

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

## **LABORATORY**

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

**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 <sub>5</sub>	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 <sub>2</sub> 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 m<sup>3</sup>/day. This represents 60% of the design average flow. Total treated flow for the month was 166681 m<sup>3</sup>.

The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance 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 m<sup>3</sup> (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)



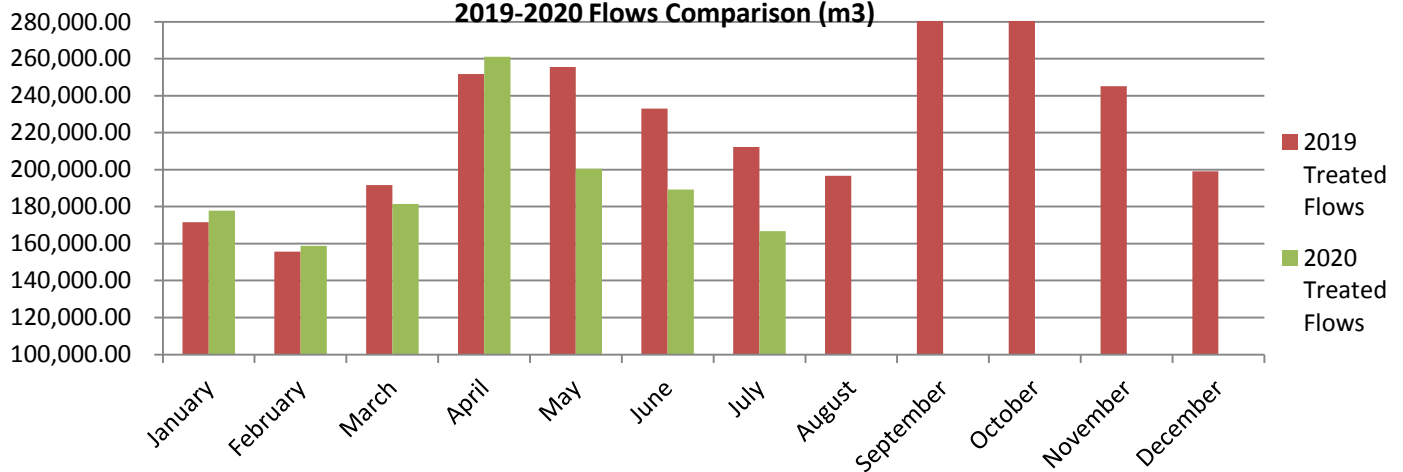
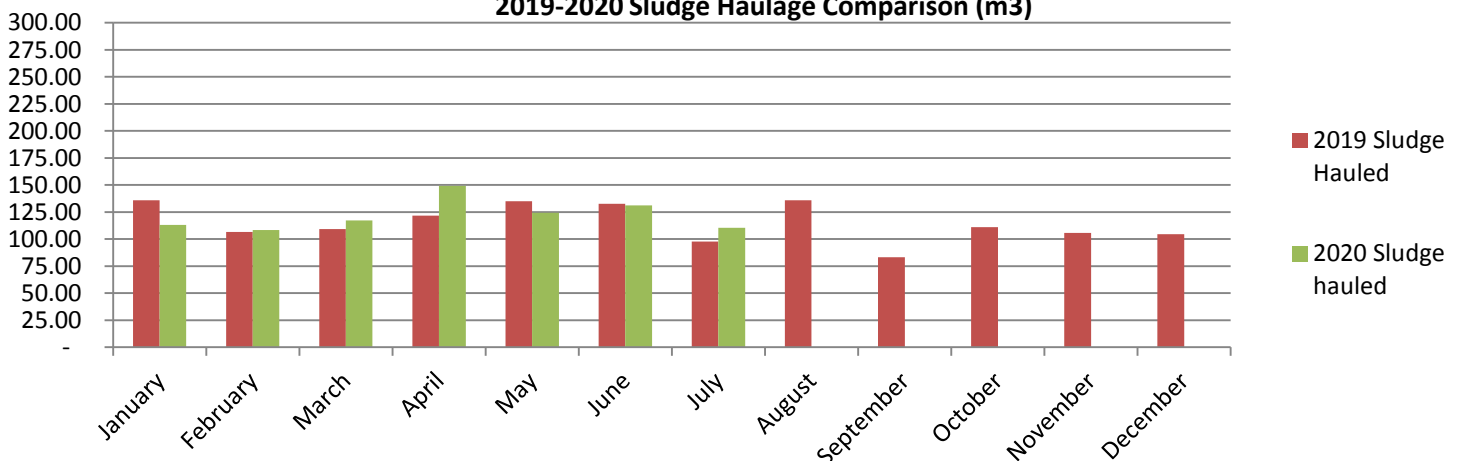
## 2020 Fort Frances Wastewater

Month	Sewage Flows Year 2020							Usage		Calculated		Sludge		Removal Efficiency	
	Avg. Day Flow	Max Day Flow	Total Treated	Total ByPass	Total Volume			% Plant Capacity	Volume Hauled	Bins Hauled			CBOD5	Suspended Solids	Total Phosphorus
	m3	m3	Volume ML	Volume ML	ML				M3						
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	Monthly	Monthly	
	BOD (mg/L)	CBOD (mg/L)	CBOD (kg/day)	SS (mg/L)	SS (mg/L)	SS (mg/L)	SS (kg/day)	T.P (mg/L)	T.P (mg/L)	T.P (mg/L)	T.P (kg/day)	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			2.59	0.14	0.82	16.2	12.5	12.5	44.6	6.3	6.6			
February	112.0	9.0	15.9	163.1	5.0	27.2			3.38	0.12	0.67	16.4	13.0	13.0	22.1	6.4	7.5			
March	99.2	2.6	16.2	149.8	5.3	31.4			2.68	0.11	0.68	21.9	12.4	12.4	33.1	7.0	7.6			
April	69.8	2.9	24.2	106.4	5.1	45.8			1.88	0.11	0.96	14.5	10.1	10.1	49.0	7.0	7.4			
May	75.8	2.2	14.2	133.1	3.9	25.2			1.90	0.10	0.63	16.2	12.3	12.3	14.1	7.0	7.3			
June	79.6	2.3	13.7	154.9	3.8	23.7			1.59	0.13	0.81	17.5	12.5	12.5	15.2	6.9	7.2			
July	86.3	2.1	11.5	182.9	2.6	14.1			2.34	0.11	0.61	19.3	8.1	8.1	10.0	6.9	7.1			
August																				
September																				
October																				
November																				
December																				
Average	87.9	3.4	16.0	151.1	4.4	27.9			2.3	0.12	0.74	17.4	11.6	11.6	26.9	6.8	7.2			
Max	112	9	24.2	182.9	5.3	45.8			3.4	0.14	0.96	21.9	13	13	49	7	7.6			
ECA		25	225		25	225				1.0	9.0				200	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%
<b>Totals</b>	<b>2,869,478.00</b>	<b>1,335,614.00</b>	<b>-115%</b>	<b>1,379.20</b>	<b>853.70</b>	<b>-38%</b>

**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
<a href="#">1834402</a>	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.
<a href="#">1835931</a>			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.
<a href="#">1837267</a>	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.
<a href="#">1828233</a>			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
<a href="#">1828249</a>			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	
<a href="#">1828260</a>			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	
<a href="#">1828592</a>			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
<a href="#">1828600</a>	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 .
<a href="#">1829088</a>	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
<a href="#">1829091</a>	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	Infiltration
		STP	STP	Meters	Meters	%	WTP	WTP	Meters	Meters	%	WTP	STP			US Gallons
		cu. meters monthly	cu. meters daily	cu. meters monthly	cu. meters daily		cu. meters monthly	cu. meters daily	cu. meters monthly	cu. meters 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



**Town of Fort Frances**

**320 Portage Avenue**

**Fort Frances, Ontario**

**P9A 3P9**

**AND**

**Rainy River District Social Services Administration Board**

**450 Scott Street**

**Fort Frances, Ontario**

**P9A 1H2**

**September 9, 2020**

**Re: ANNUAL REVIEW OF THE TIERED RESPONSE AGREEMENT BETWEEN  
THE RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION  
BOARD AND THE CORPORATION OF THE TOWN OF FORT FRANCES**

The Tiered Response Agreement executed on July 13<sup>th</sup>, 2017 between the Corporation of the Town of Fort Frances and The Rainy River District Social Services Administration Board was reviewed jointly by both organizations on September 1<sup>st</sup>, 2020.

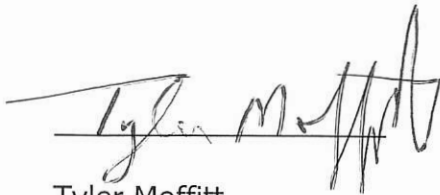
Over the past 12 months (May 2019 to May 2020) the Fort Frances Fire and Rescue Services have responded on average to 3.92 life threatening medical emergencies per month (See attached spreadsheet) based on the following conditions:

- 1) Real or suspected Cardiac and/or Respiratory Arrest
- 2) Motor Vehicle Collision given as Unknown, Life Threatening or Entrapment
- 3) Industrial/Construction Accidents
- 4) CBRNE-Chemical, Biological, Radiological, Nuclear or Explosive Events
- 5) In addition to the above, any incident in which the Paramedic Services System becomes overwhelmed to the point that an ambulance cannot be activated within 5 minutes of receipt of a code 4 response (life threatening), Fort Frances Fire & Rescue Services will be requested to assist until an ambulance becomes available. It is to be noted that if an ambulance from a different part of the District is responding Fort Frances Fire will not be tiered unless responding Paramedics or C.A.C.C. deem it appropriate.

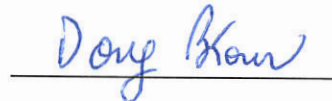
Both parties are of the opinion that the current tiered response agreement is meeting the needs of their respective organization and at this time there is no requirement to amend the current Tiered Response Agreement. However, the Town will be reviewing the current internal respond protocol when there is only one f/t firefighter on any given shift in the near future.

This letter is written notification to each respective governance bodies that both organizations have jointly completed the annual review of the Tiered Response Agreement in accordance with the current agreement.

Signed on behalf of Town of Fort Frances



Tyler Moffitt  
Fire Chief  
Town of Fort Frances



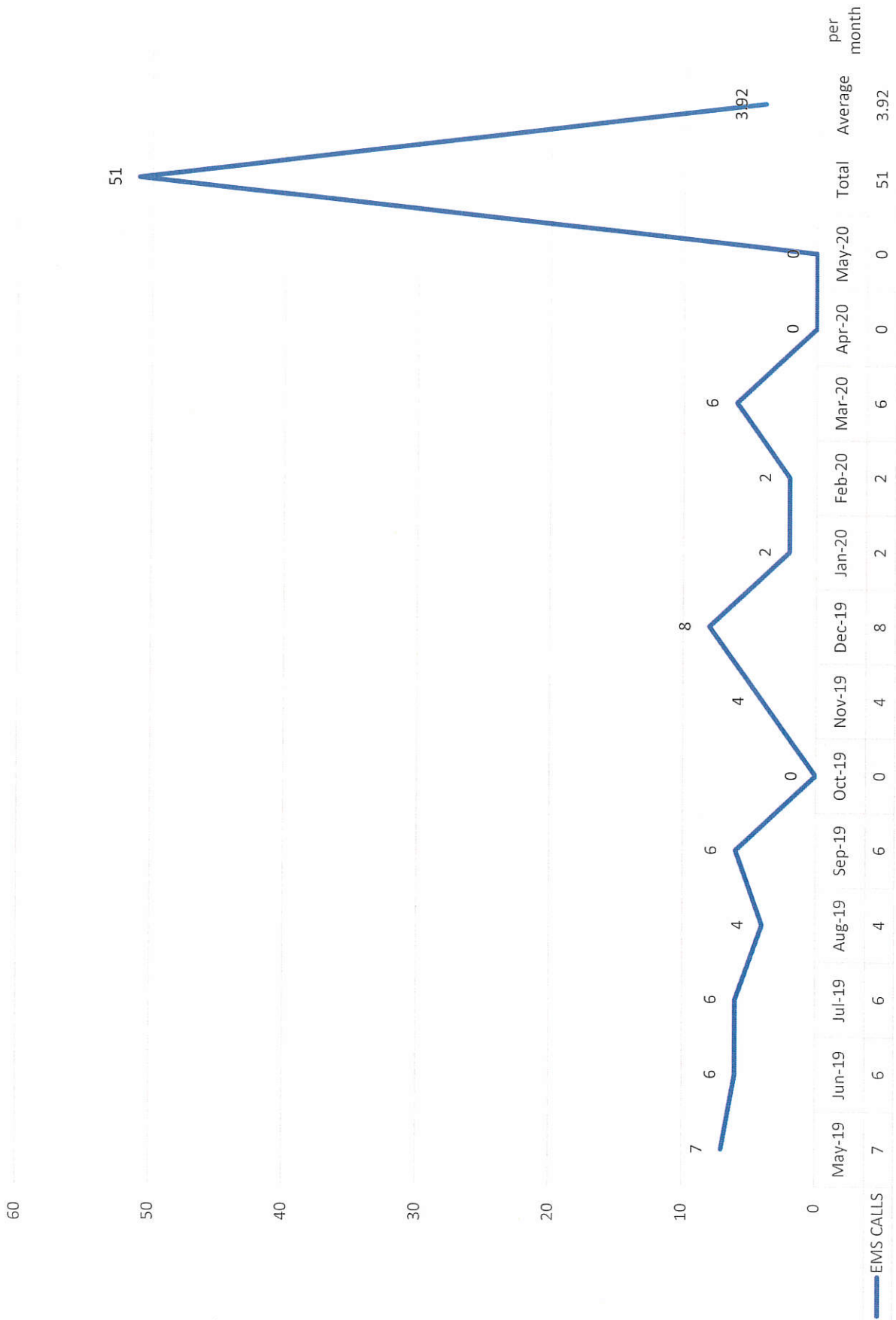
Doug Brown  
CAO  
Town of Fort Frances

Signed on behalf of Rainy River District Social Services Administration Board



Dan McCormick  
CAO/Paramedic Chief  
Rainy River DSSAB

FORT FRANCES FIRE RESCUE SERVICE EMS CALLS



## Fire &amp; Rescue Dept. - EMS Responses - May 2019 to May 2020

1	May-19	7
2	Jun-19	6
3	Jul-19	6
4	Aug-19	4
5	Sep-19	6
6	Oct-19	0
7	Nov-19	4
8	Dec-19	8
9	Jan-20	2
10	Feb-20	2
11	Mar-20	6
12	Apr-20	0
13	May-20	0

Total               **51**

Average           **3.92**

per month