

TOWN OF FORT FRANCES

AGENDA - October 13, 2020

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

Conference ID: 947 204 010#

COMMITTEE OF THE WHOLE MEETING

held virtually

(Session No. 050) 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 Mike Behan - Verbal Update
 - Councillor Wendy Brunetta - Verbal Update
 - Councillor Andrew Hallikas - Verbal Update
5. **Consent Agenda:**
 - 5.1 Renewal of Municipal Insurance (2020-2021). 4 - 13
 - approval of this report will agree with the recommendation of the Administration and Finance Committee to renew the Municipal Insurance with Frank Cowan Company for the period November 1, 2020 to November 1, 2021 in the amount of \$232,495 plus applicable taxes and not renew the Out of Province Medical Coverage for the 2020/2021 term in the amount of \$1,500.
 - 5.2 Request for Reconsideration M.O.S. re: Island G 668 Pcl 7216 (2020). 14 - 18
 - 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 Island G 668 Pcl 7216 as received.
 - 5.3 MADD Message Promotional Request. 19 - 21
 - approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to receive the

		Page
	request with no further action.	
5.4	Naming rights for the Memorial Sports Centre - approval of this report will agree with the recommendation of the Community Services Executive Committee to receive the letter with thanks.	22 - 23
5.5	Letter from Fort Frances Minor Hockey Association (FFMHA) - approval of this report will agree with the recommendation of the Community Services Executive Committee to accept the letter with thanks.	24 - 27
5.6	Letter from Fort Frances Girls and Women's Hockey Association (FFGWHHA) - approval of this report will agree with the recommendation of the Community Services Executive Committee to accept the letter with thanks.	28 - 32
5.7	814 Scott Street - Site Plan Control Agreement - approval of this report will agree to the recommendation of the Planning & Development Executive Committee to pass a by-law to designate the development at 814 Scott Street as a Site Plan Control Area, and to authorize the Mayor and Clerk to execute the site plan control agreement on behalf of the Corporation of the Town of Fort Frances.	33 - 55
5.8	Request to use Oakwood Road for a Detour by MTO - approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to grant permission to the MTO to utilize Oakwood Road for a detour route while work is conducted on the bridge on Highway 602.	56 - 58
5.9	Extension Agreement with Emterra for Recycle Processing and Transportation Services - 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 services to December 31, 2024 with two options to extend for a period of 1 year each and further that the Mayor & Clerk be authorized to execute the agreements on behalf of the corporation.	59 - 62
5.10	Request by Canadian National Demolition to setup a work camp at the Fort Frances Airport - approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to enter into a lease	63 - 67

agreement with Canadian National Demolition for space at the Fort Frances Municipal Airport to temporarily set up a mobile work camp at an annual fee of \$13,334.30 plus any applicable taxes and further that a by-law be passed authorizing the Mayor and Clerk to execute the agreement on behalf of the corporation.

5.11 Sewer Rooting - Requests for Reimbursement 68 - 77

- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee that the private invoice for 807 Fourth St. E. be reimbursed the difference between the costs for the Town to complete the works (\$117.40) and the actual invoice; that the private invoice for 225 Third St. W. not be reimbursed as the contractor did not state a location of the blockage; 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 be considered.

6. **Operations and Facilities Division:**

6.1 Verbal Update on Capital Projects

7. **General:**

7.1 COVID-19 update

8. **Information:**

8.1 Fort Frances Fire and Rescue - August 2020 Report. 78 - 80

8.2 Fort Frances Wastewater Treatment Facility - August 2020 Monthly Report 81 - 89

8.3 September 2020 Building Statistics 90

8.4 Complaint Registers - July & August 2020

9. **Non-agenda items:**

10. **ADJOURNMENT**



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2020 / 60**

TO: Mayor & Members of Council
FROM: Jamie Holliday, Deputy Treasurer
DATE: September 30, 2020
SUBJECT: Renewal of Municipal Insurance 2020 - 2021

BACKGROUND

Attached please find the renewal premium from Frank Cowan Company for the period November 1, 2020 to November 1, 2021. The renewal offer of September 21, 2020 is \$232,495 plus applicable taxes, reflecting an increase in premium of 14.3% over the expiring premium. This increase is primarily due to the hardening of the market conditions which is driving rate increases and the inflationary increases in property limits. Attached is a summary of the change in premium provided by Gillons, along with a Cost Analysis that shows in detail the changes from the expiring program to the renewal program for 2020-2021.

The out of Province medical coverage is an additional \$1,500 which will cover the existing Council who are under the age of 70.

Please note that even with the overall increases in the premium of 14.3%, during the 2019 RFP for insurance the only other bid received was \$333,565 plus applicable taxes from JLT Canada, which is \$101,070 more than the Frank Cowan Company renewal cost for 2020-2021.

RECOMMENDATION

The Administration & Finance Executive Committee recommends accepting the renewal offer in the amount of \$232,495 plus applicable taxes for the Municipal Insurance and not renew the Out of Province Medical Coverage for the 2020/2021 term in the amount of \$1,500.

Council Approval of This Report Will approve the Administration & Finance Executive Committee's recommendation to renew the Municipal Insurance with Frank Cowan Company for the period November 1, 2020 to November 1, 2021 in the amount of \$232,495 plus applicable taxes and not renew the Out of Province Medical Coverage for the 2020/2021 term in the amount of \$1,500.



Gillons Insurance Renewal Proposal

For

The Corporation of the Town of Fort Frances

Proposed coverage is underwritten by:

PROPOSED INSURER

Frank Cowan Company

PROPOSED EFFECTIVE DATE

November 1, 2020

TERM:

12 Month(s)

PRESENTED BY:

Luc Romaniuk, B.A., B.Ed., CAIB

ACCOUNT EXECUTIVE, BUSINESS INSURANCE

Phone: 807-274-7716 Ext. 3705

Cell: 807-271-4011

Email: luc.romaniuk@gillons.ca

Dated: September 28, 2020

This is a condensed report of insurance coverages which are being offered as a complete insurance program. Any changes to the overall program are to be agreed to as part of this review process. Nothing herein alters the terms, conditions, and exclusions contained in the printed insurance contract



Background on recent trends affecting the cost of municipal insurance and the driving factors behind increased claims costs:

1. Climate change – property losses are more frequent and severe, this has increased both property and reinsurance rates globally
2. Joint and Several Liability (The 1% Rule) - As severity of awards increases, the exposure also increases for those who are perceived to have deep pockets (municipalities)
3. Class Actions – increasing in frequency as the certification process becomes easier and more lawyers are pursuing this type of claim. The cost to defend these is much more difficult and costly.
4. Changing Legal Landscape – Society is becoming more litigious, personal accountability is declining, paving way for higher frequency and severity of claims.
5. Future Care Costs – A number of years ago \$5 Million liability award was alarming. 10 years ago a \$5 Million settlement is now settling around \$12-\$18 Million today. This can be attributed in part to the increased costs of providing future care to catastrophically injured plaintiffs as a major factor.
6. Defense Costs increasing – claims are more complex to defend resulting in additional costs in the investigation and hiring more experts, this can increase the length of time to defend which is impacted further with increasing rates.

Please refer to the document provided for further information on each of the above.

INSURANCE SUMMARY

GENERAL

- Overall 14.3% increase in premium from expiring. This increase is primarily due to the following: hardening of the market conditions which is driving rate increases, increase in property limits

PROPERTY

- Approximate 3% inflationary increase on buildings in the POED blanket limit. Overall increase in property values was \$3,675,600. Any properties inspected in the prior term were not affected by the inflation factor.
- Property premium increased by \$11,949 due to increased property values and minimum rate increase of 12%.
- Equipment breakdown premium increased by \$187 due to increased property values which works out to a 2% increase

GENERAL LIABILITY

- General liability increase of \$12,927, which works out to a 20% increase.
- Claims – 1 new liability claim was reported in the last term with 2 older claims also still open. This along with liability trends across Frank Cowan municipal book of business account for the increase in the liability premium.

CRIME

- A slight inflationary increase of \$33

EXCESS LIABILITY

- No changes in premium.

AUTO

- Change in auto from expiring is additional \$3,933. This is due to a minimum rate increase of 15% on this line of coverage across the Frank Cowan book of municipal business.

GARAGE AUTO

- Slight increase in this coverage line of \$80.

CHANGES TO INSURANCE PROGRAM

- See page 14 of Frank Cowan proposal
- Important to note the Virus and Bacteria Exclusion has been applied for the property policy. A full description can be found on page 14. This exclusion does not apply to the liability policy at this time.
- Automobile replacement cost coverage change – 20-25 years. Full description on page 15 of the proposal.

OUT-OF-PROVINCE TRAVEL

Name	Title
June Caul	Mayor
Michael Behan	Councilor
Wendy Brunetta	Councilor
Andrew Hallikas	Councilor
Douglas W. Judson	Councilor
John D. McTaggart	Councilor
Rick Wiedenhoeft	Councilor

CHANGES IN PREVIOUS YEAR

Property policy

Changes in prior term due to inspection of properties:

- o Blanket amount for buildings decreased by \$490,700 (only on the buildings inspected)
- o Exterior paved surfaces increased by \$200,000 to \$250,000
- o Growing plants, any one item increased by \$24,000 to \$25,000
- o Fine arts increased \$12,000 to \$1,168,152

Auto policy

- o Mar 23 2020 - add 2019 Spartan LA4MC22116 #457CU2D96LC087765 lpn \$597,514 - fire dept
- o June 5, 2020 - add 2020 Vactor 2100i Vacuum truck mounted on a Western Star 4700 Chassis #1FVHBXAK51HH87477 purchase price \$531,780.

PROGRAM OPTIONS

(See page 16-17 of proposal)

- Crime Options – See page 16 and 35 of proposal
- Crime Coverage – Fraudulently Induced Transfer Coverage page 16 and 36 of the proposal
- Board Members Accident, 24 hour coverage extension and critical illness are available. See page 16 and 37 of proposal
- Volunteer Accident – See page 16 and 38-39 of the proposal
- Legal Expense Policy – see page 16 of the proposal
- Unmanned Aerial Vehicle Coverage – see page 17 and 40 of the proposal
- Liability Limits – See page 16 of proposal.
- Active Assailant and Associated Coverages see page 17 and 41 of proposal
- User Facility Program – see page 17 and 42.

REQUIREMENTS FOR RENEWAL

- List of additional insureds (liability and property). Please review and advise if the lists requires any additions or deletions.
- Frank Cowan recommends a business continuity and Crisis Management Plan be put in place after reviewing the COVID-19 completed.
- Note: still waiting on Cyber insurance terms, which we should have within the next week.

PREMIUM

Policy premium (excluding out of province medical and taxes) **\$232,097**

Out of Province Medical Coverage (Excluding taxes) **\$1,500.00**

2019/2020 – Automobile Adjustment premium **\$TBD**

2020 Municipal Insurance Program

CORPORATION OF THE TOWN OF FORT FRANCES
AND FORT FRANCES PUBLIC LIBRARY BOARD

Renewal Report for the Policy Term November 1, 2020 to November 1, 2021

In Partnership with:

Luc Romaniuk

Gillons' Insurance Brokers Ltd.

326 Church Street

Fort Frances, ON, P9A 1E1

Prepared by:

Jason Gervais, CRM, C.Tech, R.I.B. (Ont.)

Regional Manager

Ref 25100/kl

18 September 2020

75 Main Street North
Princeton, ON N0J 1V0
1-800-265-4000
frankcowan.com

MIP 04-2017-v1

Built with integrity, leading through innovation.



Cost Analysis

	Expiring Program Term	Renewal Program Term
Casualty		
General Liability	\$ 64,635	\$ 77,562
Errors and Omissions Liability	6,820	6,820
Non-Owned Automobile Liability	189	189
Environmental Liability	9,065	9,065
Crime	1,250	1,288
Board Members Accident	434	434
Conflict of Interest	420	420
Legal Expense	1,500	1,500
Property		
Property	80,500	92,449
Equipment Breakdown	9,328	9,515
Automobile		
Owned Automobile	26,042	29,975
Garage Automobile	800	880
Excess		
Follow Form	2,000	2,000
Total Annual Premium	\$ 202,983	\$ 232,097
(Excluding Taxes Payable)		

Changes to Your Insurance Program

Please be advised of the following changes to your insurance program that now apply:

General Policy Change

- Effective January 1, 2020 we have updated Form GNGX408 Lloyds Additional Conditions which attaches to all policies where Lloyds is a participating carrier. The 'Notice Concerning Personal Information' section has been updated. A Sanctions Limitation and Exclusion clause has also been added to this form.

Property Policy

- Building values have been increased in order to reflect inflationary trends. No inflation on Buildings inspected in previous term.
- **Virus and Bacteria Exclusion**

Frank Cowan Company is adding a virus and bacterial exclusion to property policies effective August 1st, 2020 for new business and October 1st, 2020 for renewals.

Previously we've communicated that our property coverage requires there to be a direct physical loss or direct physical damage subject to the policy terms and conditions and that business interruption coverage will not be triggered for a loss caused by a virus or bacteria.

The endorsement now clarifies that we exclude any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease. The exclusion also stipulates that this exclusion supersedes any exclusion or coverage granted relating to 'pollutants' or 'contagions'.

The exclusion applies to all locations and all property policies and coverage including business interruption coverage, builders risk coverage, miscellaneous or other property coverage "form(s)" and any extensions, clauses or additions of coverage attached to and forming part of this policy, including exceptions to exclusions attached to these policies.

Non-Owned Automobile Policy and Rented Vehicles

- Non-Owned Auto Coverage includes the SEF 94 endorsement – Legal Liability (Physical Damage) to a Hired/Rented Auto. Coverage is automatic for short term rentals (less than 30 days).
- If rentals are automatically renewed on a regular basis (for consecutive 30 day periods) coverage is required under the auto policy, #OPCF 27B endorsement and will be charged for accordingly. Please review this exposure and advise us of the details.

Environmental Wording Changes

- We have amended the look of our Environmental Form. It is now in our standard font. We have also added quotations around defined terms throughout the wording.

We have updated the following exclusions to follow industry standard and have incorporated these into the wording.

- War
- Fungi
- Nuclear
- Terrorism
- Data
- Asbestos

Previously the Fungi, Nuclear, Terrorism, Data and Asbestos exclusions were added via separate endorsements.

Automobile Policy

- Replacement Cost Endorsement applies to vehicles 20 years and newer. Refer to Highlights Page for more information on fire trucks and coverage conditions.

AUTOMOBILE REPLACEMENT COST COVERAGE CHANGE HIGHLIGHTS

OVERVIEW

GCNA 8 Replacement Cost Endorsement is attached to your automobile policy and amends Section 7 'Loss or Damage Coverages' of the policy to remove our right to deduct depreciation in the event of a loss.

Coverage under this endorsement has been amended as follows:

We will pay:

- the cost to repair the automobile with material of like kind and quality
- In the event of constructive or total loss:
 - the cost of **replacing the automobile** with a new automobile of the same make and model, similarly equipped **if you are the original purchaser** and the automobile was new at the time of delivery;
 - **the actual price paid by you** for the automobile and its equipment or actual cash value whichever is greater:
 - i) **if the automobile was not new** at the time of purchase, or
 - ii) **if you are not the original purchaser**, or
 - for **fire trucks over 20 years but not exceeding 25 years, the actual price paid by you** for the automobile and its equipment or actual cash value whichever is greater.

The following conditions apply:

- coverage only applies to owned automobiles, licensed contractor equipment and trailers; that are **20 years old or newer** and **for fire trucks over 20 years but not exceeding 25 years as stipulated above**
- coverage does not apply to any automobiles branded rebuilt
- coverage does not apply to any automobiles insured on an agreed value basis

Please refer to the endorsement wording for complete details of coverage.

On the schedule of vehicles, REP is no longer an indicator of replacement cost coverage.

When providing us with details of additional or substituted vehicles, please advise us of the purchase price and whether the vehicle was purchased new or used.

The information in this notice is intended for information purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.



Treasury Report 2020/62

To: Mayor Caul & Members of Council
 FROM: Dawn Galusha, Treasurer
 DATE: September 30, 2020
 SUBJECT: Request for Reconsideration M.O.S.
 RE: Island G 668 Pcl 7216 (2020) Roll # 5912-010-001-11100-0000

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:

- Island G 668 Pcl 7216– Residential (RT) CVA of 190,500 increased to CVA of 249,900, and Commercial (CT) CVA of 206,500 reduced to CVA of 82,100, 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 December 24, 2020.

That total financial impact of the Minutes of Settlement is \$4,416.25 consisting of a reduction of municipal revenue of \$3,058.82 and education revenue of \$1,087.43 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 Island G 668 Pcl 7216 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 Island G 668 Pcl 7216 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	1.1.11100	59,400	RTEP	0.01750367	0.00153000	1,039.72	90.88						1,130.60
	2020	1.1.11100	-124,400	CT	0.03294645	0.00947194	-4,098.54					-1,178.31		-5,276.85
							-3,058.82	90.88				-1,178.31		-4,146.25

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



MUNICIPAL PROPERTY
ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION
FONCIÈRE DES MUNICIPALITÉS

1226019 ONTARIO INC
PO BOX 476
FORT FRANCES ON P9A 3M3
CAN

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.

Owner name(s)	1226019 ONTARIO INC
Roll number	59-12-010-001-11100-0000
Property location and description	ISLAND G 668 PCL 7216
Municipality/Local taxing Authority	Town of Fort Frances

CURRENT Property Assessment

**Property
Classification**

Residential (RT)
Commercial (CT)
Total

Current Value Assessed

2012	2016
\$183,302	\$190,500
\$203,612	\$206,500
\$386,914	\$397,000

**Property
Classification**

Residential (RT)
Commercial (CT)
Total

Effective date: January 01, 2020

Phase-in Assessment for Taxation Years

2020
\$190,500
\$206,500
\$397,000

RECOMMENDED Property Assessment

**Property
Classification**

Residential (RT)
Commercial (CT)
Total

Current Value Assessed

2012	2016
\$183,302	\$249,900
\$203,612	\$82,100
\$386,914	\$332,000

**Property
Classification**

Residential (RT)
Commercial (CT)
Total

Effective date: January 01, 2020

Phase-in Assessment for Taxation Years

2020
\$249,900
\$82,100
\$332,000

Why your property assessment changed

- Tax class change
- Updated structure data
- 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 November 23, 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 October 09, 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>Pat Wallace-Howard</i>	Print name <i>PAT WALLACE-HOWARD</i> <i>OWNER/MANAGER</i> <i>1226019 Ontario Inc</i>	Date (yyyy/mm/dd) <i>2020/09/18</i>
Signature of MPAC representative <i>Walter Veneruzzo</i>	Print name Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2020/08/25

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: **December 24, 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: 59-12-010-001-11100-0000

Batch: HH09282020MOS

Tax

Rate Code	Description	Levy Amount
PORT	Education - Commercial Tx Full	-\$1,178.31
	Ed - English Public Res/Farm	\$90.88
MCT	Municipal - Commercial Tx Full	-\$4,098.54
MRTEP	Mun-English Public Res/Farm	\$1,039.72
Levy Total		-\$4,146.25

*** E N D O F R E P O R T ***

**Treasury Report 2020/61**

To: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: October 7, 2020
SUBJECT: MADD Message Promotional Request

BACKGROUND

At the September 28, 2020 Council Meeting, an email requesting the Town to consider supporting the MADD Message Yearbook was referred to the Administration & Finance Executive Committee for their recommendation.

The MADD Message Yearbook is designed to raise awareness and funds for the many programs MADD Canada Provides. I have gone on their website and obtained the pricing, which is attached. This is not an advertising opportunity that the Town has ever been involved in.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council receive the request with no further action.

Council Approval of this Report Will Agree to the recommendation of the Administration & Finance Executive Committee to receive the request with no further action.

MADD Canada's Mission

What is MADD Canada Doing About Impaired Driving?

1. Lowering the legal blood-alcohol limit
2. Enhancing police enforcement powers
3. Legislating stiffer penalties for repeat offenders

Ad Sizes

Rates

Back Cover (8.25" x 10.625")*	\$2200
Inside Covers (8.25" x 10.625")*	\$1600
Full Page (8.25" x 10.625")*	\$1300
Half Page (7.5" x 4.75")	\$875
Quarter Page (3.625" x 4.75")	\$675
Banner (7.5" x 1.75")	\$575
Eighth Page (3.625" x 2.25")	\$399
Business Card (2.33" x 1.5")	\$299

applicable taxes extra

*Text content must be 1/4" inside + bleed 1/4" beyond these dimensions.



Fast Facts

Approximately 65,000 Canadians are impacted by impaired drivers annually

On average, 4 Canadians are killed and 175 are injured every day as a result of impaired driving

Motor vehicle crashes are the leading cause of death among 15 to 25 year olds, and alcohol is a factor in 45% of those crashes

MADD Canada will show its School Assembly Program to over 1 million students in Grades 7 to 12 every year!

I want to support MADD Canada by placing an ad in The MADD Message Yearbook!

PLEASE SELECT THE DESIRED AD : ALL ADS ARE IN FULL COLOUR ON GLOSS PAPER

☐ BACK COVER ☐ INSIDE COVERS ☐ FULL PAGE ☐ HALF PAGE ☐ QUARTER PAGE ☐ BANNER ☐ EIGHTH PAGE ☐ BUSINESS CARD

PLEASE SELECT THE DESIRED PAYMENT METHOD: ☐ VISA ☐ MASTERCARD ☐ AMEX ☐ INVOICE ME

CREDIT CARD # _____ EXP. DATE: ____/____ CVV: _____

COMPANY: _____ DATE: _____

AUTHORIZED SIGNATURE: _____ PRINT NAME: _____

THANK YOU FOR YOUR SUPPORT! CALL 1-866-767-1736

FAX: 1-866-293-3068 EMAIL: message@maddmessage.ca

www.maddmessage.ca



Dear Prospective Advertiser,

On behalf of the Board of Directors, Members and Volunteers of MADD Canada, I would like to thank you for your interest in The MADD Message Yearbook.

The generosity of community-minded people like you makes it possible for MADD Canada to pursue its much-needed programs including victim support services, educational programs, youth programs and public awareness programs.

By placing an advertisement, you will be helping us in our mission *to stop impaired driving and to support victims of this violent crime*. The magazine will enable us to spread our life-saving messages even further and bring in additional revenues for our programs.

Every day in Canada, on average 4 people are killed and another 175 people are injured as a result of alcohol and drug-related crashes. You can help make all the difference in our efforts to save lives.

Thank you once again for your interest and support.

Sincerely,

A handwritten signature in blue ink that reads "Dawn Regan". The signature is fluid and cursive, with the first letters of the first and last names being capitalized.

Dawn Regan
Chief Operating Officer
MADD Canada

October 5, 2020

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

RE: Naming rights for the Memorial Sports Centre

A letter was received from Wade Friesen of The Sleepy Owl asking about the potential of a naming rights agreement for the Memorial Sports Centre and if this had ever been considered.

There are many examples of companies attaching their names to arenas and complexes within large centers and professional level sports facilities, there are not a lot of comparable agreements when it comes to smaller communities and venues. I believe that if done properly the opportunity to secure naming rights for the Memorial Sports Centre could be a benefit for both the Town and for the prospective Business/Company.

At the Memorial Sports Centre we have several options available for advertising, the costs range from just over \$100.00 for a pennant in the pool area to just under \$1,200.00 for advertising on the side of the Zamboni for a season. This request is a substantially larger opportunity for an organization to have their name associated with one of the marquee buildings in our Town. There would be substantial recognition for the business/company that secured this right. As far as cost per year for this type of opportunity to make sense for the Town to go through the process it would have to be between \$12,000 - \$24,000 per year. This range is ten to twenty times the cost of advertising on the side of a Zamboni, and having your name associated with the building and all the advertising and brand recognition that goes with it suggests that this range is reasonable. I have spoken with a perspective business owner and it was indicated that such an arrangement with terms outlined in this letter would be something they would consider investing in.

If the Town wanted to pursue this option, it should consider doing a long-term commitment of a minimum of 10 years. The reason for having longer term commitments is because we would not want the name of the building to be constantly changing. There will be costs involved in having signage/logos/advertising etc. changed so this would need to be taken into consideration.

A request for proposal process would need to be followed asking interested parties to submit their proposals and then a detailed evaluation tool would need to be developed to ensure that the appropriate submission was selected.

Recommendation

The Community Services Executive Committee recommends to Mayor and Council to receive the letter with thanks.

Respectfully Submitted,

Aaron Bisson

Aaron Bisson
Manager of Recreation and Culture

<p>Council approval of this report will agree to the recommendation of the Community Services Executive Committee to receive the letter with thanks.</p>

September 1st 2020

Lisa Slomke,

This letter is directed to town council in regards to a "naming rights agreement" for the Sportsplex.

I wanted to inquire about two things:

1. Has the town ever considered doing an agreement like this with a business or an organization, or has anyone ever inquired about this before?

2. If the Town was interested in doing a "naming rights agreement" with a company, what is the consideration amount per year they would request for a:

a) 5 year term?

b) 10 year term?

This agreement would include, but not necessarily limited to:

-Interior/exterior signage change on physical building

-Change of name on Google Maps, etc

-Change of name on any marketing/promotional material related to building (radio ads, print ads, etc)

As you know, lots of businesses have an annual branding/marketing budget and I was just curious to see if it would make sense to spend those dollars locally within the community for a win/win scenario.

If anyone from town council or the appropriate operational division would like to discuss this further

I am free anytime. Thanks.



Wade Friesen

The Sleepy Owl Downtown

(807) 275 5683

sales@thesleepyowl.com



THE
**Sleepy
Owl**
DOWNTOWN

October 5, 2020

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

RE: Letter from FFMHA

The Community Services Division wishes to thank the Fort Frances Minor Hockey Association for their letter. The Ice in Plan and Participation Requirements have been approved at Council on September 28, 2020. We appreciate the feedback from the user groups and will continue to work with them in the future.

Recommendation

The Community Services Executive Committee recommends to Mayor and Council to accept this letter with thanks.

Respectfully Submitted,

Aaron Bisson

Aaron Bisson
Manager of Recreation and Culture

Council approval of this report is not required we will accept the letter with thanks.



September 23, 2020

Dear Mayor & Council,

I am writing on behalf of the Fort Frances Minor Hockey Association with concerns stemming from the discussion and subsequent recommendation rendered at the Community Services Executive Committee (CSEC) meeting on September 21, 2020.

I would first like to acknowledge that the FFMHA recognizes and sympathises with the very difficult position that COVID-19 has imposed on services & operations of the Town in various aspects.

The item of greatest concern is that a majority of members of CSEC thought it was reasonable to increase ice user fees 50% without a clear understanding of how much may be required to cover a potential budget shortfall or if there will even be a shortfall at all. Many can attest that there have been heated debates on whether Council should increase Town user fees 2% vs 3%, so it was astounding to witness that an additional 50% was approved for an unsubstantiated deficit.

On the attached spreadsheet, please see the year to date financials (to Aug. 31st) as provided to the Administration & Finance Executive Committee for the September 22, 2020 meeting. It highlights the following:

1. The Recreation Facilities budget that includes the Memorial Sports Centre had used 42.8% (\$415,437) of the budget (\$970,938) after 66.7% of the year, or 57.2% (\$555,500) remaining in the budget for only 33% of the year remaining.
2. The Total Community Services budget is also looking quite favorable after 66.7% of the year with only 47.6% (\$1,023,906) utilized (of \$2,152,888).
3. The Community Services budget year to date (Aug. 31st) in 2019 was \$ 1,139,027 and in 2020 is \$1,023,906, that is \$115,120 lower in 2020 with an additional \$118,321 in the 2020 budget. This equates to a \$233,442 buffer from 2019 to 2020 at Aug. 31st.
4. On the surface the Town's overall budget looks quite encouraging with a current surplus of over \$7 million and only 4 months remaining, excluding any tax receivables.
5. The CSEC question two weeks ago on the status of the \$463,100 COVID relief money still remained a mystery at the meeting this week.

Despite the promising financial outlook for the Town in this extremely unpredictable & peculiar year, it is truly concerning that the CSEC and administration acknowledged that they didn't know what the financial impact of the additional cleaning requirements would be and yet rendered a recommendation to substantially increase ice user fees. This seems like an unjustifiable decision that approaches irresponsible taxation to citizens.

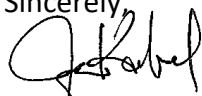
The FFMHA understands that we have a responsibility and obligation to ensure that our participants have a safe environment to enjoy recreation and we are willing to increase user fees if absolutely required. We will not do so without credible evidence that it is necessary.

The FFMHA humbly submits the following for Council consideration.

Be it resolved that Council approval will:

1. Support the commencement of the ice season (Oct. 5, 2020) with the current ice user fee in place that will be re-evaluated with all other user fees (typically November ~ 5-6 weeks) for implementation on January 1, 2021.
2. Authorize installation of the 2nd ice surface by MSC staff as ice demand dictates.
3. Endorse the application of the provincial document 'Framework for Reopening Ontario' at the Memorial Sports Centre, currently at Stage 3. The MSC operations will be fluid with the changes that the province adopts for community safety. The document encompasses 14 safety strategies including:
 - Maintaining physical distancing of at least two metres from people outside of your household
 - Wearing a face covering at all times except for on-ice
 - Frequent hand sanitizing
 - Limiting spectator seating to a maximum of 50 people
 - Cleaning frequently touched surfaces more often

Sincerely,



Jason Kabel

FFMHA President

	2019 OPERATING FORECAST	Actual to August 31, 2019	2020 OPERATING FORECAST	Actual to August 31, 2020	2020 Budget vs. Actual Variance	% YTD 8 of 12 months or 66.7%	Notes
COMMUNITY SERVICES:							
Sister Betty Kennedy Centre	54,132	24,579.48	36,018	35,137.41	(881)	97.6%	Ministry Funding still pending?
Children's Day Care	18,070	(29,377.05)	7,569	5,733.13	(1,836)	75.7%	
Best Start Hub	-	(49,270.15)	-	(740.08)	(740)	-	
Day Care Special Needs Resource	-	(29,967.68)	-	(3,001.15)	(3,001)	-	
Handi Transit Services	105,049	112,549.04	107,150	39,178.48	(67,972)	36.6%	
Townshend Theatre	-	(8,434.36)	-	826.28	826	-	
Recreation Facilities	822,077	456,151.68	970,938	415,437.54	(555,500)	42.8%	Less than 50% of the annual budget after 66.7% of the year
Recreation Programs	154,502	49,727.70	117,187	124,572.84	7,386	106.3%	No summer program revenue
Community Services	141,996	74,721.37	114,000	3,334.82	(110,665)	2.9%	Seems to be a coding issue here
Sunny Cove Camp	29,765	18,231.80	38,583	20,720.19	(17,863)	53.7%	Very little to come from SC budget for the year
Public Library	497,448	369,827.44	521,546	297,025.51	(224,520)	57.0%	Looking good
Library Co-op	-	(5,256.67)	-	-	0	-	
Museum	172,825	127,839.41	210,407	92,110.60	(118,296)	43.8%	Well under budget
Waterfront (Sorting Gap)	38,703	27,704.91	29,490	(6,429.81)	(35,920)	-21.8%	Made a profit
Total Community Services	2,034,567	1,139,026.92	2,152,888	1,023,906	(1,128,982)	47.6%	Less than 50% of the annual budget after 66.7% of the year
TOWN							
SUBTOTAL	0	(6,619,867.40)	-	(7,004,958)	(7,004,958)		On the surface the Town's budget looks quite favorable for 2020 (\$7 million with 4 months remaining excluding more tax receivables)

Year to date comparison 2019 vs 2020

	2019	2020	Variance 2020-2019
Budget	2,034,567	2,152,888	\$118,321
Year to date AUG 31	1,139,027	1,023,906	-\$115,121
Total	<u>\$895,540</u>	<u>\$1,128,982</u>	<u>\$233,442</u>

\$233,442 more in the 2020 budget at Aug. 31st than in 2019
Does the Town actually need to increase user fees?

October 5, 2020

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

RE: Letter from FFGWHA

The Community Services Division wishes to thank the Fort Frances Girls Women's Hockey Association for their letter. The Ice in Plan and Participation Requirements have been approved at Council on September 28, 2020. We appreciate the feedback from the user groups and will continue to work with them in the future.

Recommendation

The Community Services Executive Committee recommends to Mayor and Council to accept this letter with thanks.

Respectfully Submitted,

Aaron Bisson

Aaron Bisson
Manager of Recreation and Culture

Council approval of this report is not required we will accept the letter with thanks.



Fort Frances Girls Women's Hockey Association



September 24, 2020

Dear Mayor and Council,

Please accept this letter as a follow up to the Community Services Executive Committee (CSEC) meeting this past Monday, September 21, where the ice-in plan for the Memorial Sports Centre (MSC) was debated at length.

Fort Frances Girls and Women's Hockey Association (FFGWHA) acknowledges the difficult position that the Covid-19 Pandemic has put the Town of Fort Frances in, trying to balance the health and safety of its citizens with the wants and needs of the community, with respect to services offered.

The town is faced with several challenges. Three of the key challenges with respect to the Memorial Sports Centre are: (1) a loss of revenue; (2) an increase in facility expenses (predominantly related to health & safety and cleaning) due to new regulations put forward by the Government of Ontario and the Northwestern Health Unit; and (3) equal treatment of the various user groups using the MSC.

1. Lost Revenue

With respect to loss of revenue, there are two main sources of loss: (1) user groups not able to run their programs due to Covid-19 and (2) user groups not being allowed to host games and tournaments this winter. This loss of revenue streams ultimately results in unused ice being available this winter. However, the current ice-in plan requires user groups to rent ice in 1.5 hour time blocks for 50 minutes of ice time. So, effectively, the user groups that do want to rent the same number of 50 minute ice blocks as we had last winter are being asked to rent the unused blocks, thereby making up for the loss of revenue. We believe that this cost is being unfairly burdened upon the user groups that do wish to rent ice at the MSC. To be clear, if MSC reverted back to 1 hour time slots, there would be approximately 20 hours of unused ice per week from user groups not running programs this winter. This lost revenue disappears when you spread the remaining user groups over 1.5 hour time slots and results in an increase in revenue for the town and an undue hardship on the remaining 2020 user groups.

2. Increased Facility Expenses

With respect to an increase in facility expenses, FFGWHA is not opposed to an increase in fees or a surcharge of some sort related to the increase in facility expenses due to Covid-19. We acknowledge that the town is incurring costs, such as increased, unbudgeted staff and these costs should be incurred by all users of the MSC.

Finally, with respect to the equal treatment of user groups, below is a summary of each user group (compiled based on information received from them), the cost impact that they are feeling and the service impact that they are feeling.

User Group - Ice Users

Cost Impact - 50% ice cost increase. 50 minutes of ice allocated using 1.5 hour timeblocks.

Service Impact - reduction in available weeknight ice from 10 slots to 6 slots (from 5pm to 10pm) and reduction in available weekend ice from 28 slots to 18 slots.

User Group - Fitness Memberships (Gym, Pool, Squash Courts, etc.)

Cost Impact - No cost increase for 2020

Service Impact - must book appointments to use the facility; reduced availability of facility. No longer able to just show up and use the gym for whatever time period you wish for.

User Group - Cyclone Swim Club

Cost Impact - 25% cost increase in pool costs. Pay for 1/2 hour of pool time per 2 hour block.

The swim club has also been granted permission to have their coaches clean and are burdened with paying their coaches, as opposed to the Town, for cleaning. Ice users asked and were advised that user groups would not be able to undertake cleaning at the MSC due to liability and ensuring the cleaning is completed, as required, per Ontario's regulations.

Service Impact - Swim club is able to maintain their historical pool usage.

User Group - Rainy Lake Gymnastics Academy

Cost Impact - \$50-\$75 cleaning fee per session. Based on 17.5 hours per week and 6 sessions per week, this equals a cost increase of 37% - 56%. Specialized cleaning agents are required for the gymnastics equipment. Cleaning fee not yet firm.

Service Impact - Unknown

User Group - Walking Track Users

Cost Impact - None (there is no fee to use the walking track at 52 Canadian Arena)

Service Impact - Loss of ability to walk indoors in a controlled environment.

User Group - Air Cadets

Cost Impact - Unknown / No Response

Service Impact - Unknown / No Response

We are assuming that the air cadets would be subject to a similar cleaning fee as the Rainy Lake Gymnastics Academy as they rent the same space.

There appears to be a fair bit of variation with respect to the cost and service impacts that each user group is being subjected to and we feel that this should be re-evaluated to ensure all users are being treated equally.

At the CSEC meeting on Monday, the Fort Frances Minor Hockey Association suggested that the Town might want to consider only putting in one ice-surface for the start of the season. FFGWHA is not opposed to this and there might be some merits to it: (1) It will allow the town to cautiously move forward with the further re-opening of the MSC and (2) traffic patterns may be adjusted to allow for multiple intake and departure areas that will allow the Town to revert to 1 hour time slots for 50 minutes of on-ice time. Let's find a way to minimize the impact on the asset (the ice surface) and use MSC's large supporting building infrastructure to our advantage.

For example, for skaters on at 5pm, they could enter the 52 arena at the 52 arena doors and depart the same. For skaters at 6pm, they could enter the 52 arena through the IFK doors and get to the ice by the muskie locker rooms. Or they could enter 52 at the 52 doors and depart through the IFK doors. Either of these options would allow the intake area to be cleaned while the skaters are on the ice and the ice area can be cleaned while the zamboni is on and the next group can be waiting to go on when the Zamboni is complete. By utilizing only 1 ice surface, almost the same amount of ice is available as using 2 ice surfaces.

In closing, we want to thank everyone for the considerable efforts that are being put forth to help the community have a safe winter. We know that there will be many challenges this winter and that the situation faced by the MSC can change on a moment's notice as a result of a Government of Ontario announcement.

We look forward to continuing to work with the Town and build upon a 25 year relationship and history with the Town of Fort Frances.

With Kind Regards on Behalf of Fort Frances Girls and Women's Hockey Association,

Craig Miller	Aimee Matheson
President	Ice Scheduler

Attachment:

Remarks made to CSEC meeting on September 21, 2020

Good morning Chairman Hallikas and good morning to the members of the Community Services Executive Committee and good morning to everyone else who is on this call:

Thank you for your continued work towards opening the ice surfaces for the community. Having the ice in will provide our youth with a significant morale boost as they are longing for activities that were once taken for granted.

As recent as this weekend with Premier Ford's announcement with respect to unmonitored gatherings, we received a clear message that the pandemic is far from over and we, as citizens, must remain vigilant to help stop the spread of Covid-19.

Fort Frances Girls and Women's Hockey is here to support the town and we will continue to offer our support to the Community Services Division to help with a safe transition to start using the arena facilities.

With that said, in light of Premier Ford's announcement this weekend and recognizing the City of Kenora's decision to not have spectators in their arena to start the season, we support Mr. Bisson's recommendation for a staged start to the season and to start the season without spectators and to revisit that decision following the completion of the first two weeks of the hockey season. FFGWHA would like to offer our support and services to the community services division and work collaboratively with community services to work towards a solution to allow spectators into the arena facilities within the Ontario guidelines and to determine a process that minimize cleaning requirements (without sacrificing safety) on a daily basis.

The ice-in plan has other key points the allocation of ice time blocks, the cost of those time blocks and the impact of these blocks and their costs to the Town.

We have spent time this past weekend working to understand these costs and the impact to not only the town, but to Fort Frances Girls Hockey, based on our understanding of the user groups and our knowledge of scheduling.

The Memorial Sports Centre is faced with both a loss of revenue and increased expenses due to Covid. FFGWHA feels like the facility is trying to regain the revenue from the user groups that are not participating this year by charging the participating users for the ice not being used.

If the time slots were 1 hour, the same as in a typical year and only FFGWHA, FFMHA and BSC were booking ice, there would likely be over \$100,000 in lost revenue this year due the arenas not being used to their full potential. By spreading the time slots out for cleaning, the user groups will take up the spots typically reserved for tournaments and night time hockey games. This is roughly \$50,000 in revenue that would normally be lost if the user groups that are prepared to move forward this winter do not participate.

We fully acknowledge that the town is in a difficult position and that there is overhead to operate a facility such as the MSC and, when it cannot be used to its full potential, there is lost revenue. Please do not offload these costs to the user groups that are trying to offer a service to the kids in the community.

Thank you.

Date: October 13, 2020

Report To: Mayor & Council

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: 814 Scott Street – Site Plan Control Agreement (SPC02-2020)

Friesen Five Inc. has been working closely with administration to facilitate the development of a three-storey 18-unit apartment complex at 814 Scott Street. The proposed structure will have an approximate footprint of 490m² with supplemental parking of approximately 700m², situated on approximately 2080m² property. Given the lot coverage it will be important that a storm water management plan be developed for the project.

Earlier this year the developer successfully rezoned the property and amended the official plan in preparation for the development. The developer is currently in the process of demolishing the existing facility in preparation for the new project.

Attached with this report are the draft construction drawings which include the stormwater management plan. These drawings have been submitted to the internal divisions within the Town to collect comment and feedback. The final stamped drawings will come at a future date upon collection of remaining data and comments. These drawings may be subject to change upon final engineer approval.

Earlier this year a report was brought through PDEC and Council to determine if Site Plan Control would be required, and it was subsequently voted to enact the agreement. A draft copy of the agreement has been included with this report. This agreement may be subject to change upon final solicitor review.

The Planning and Development Executive Committee considered this matter at their October 5, 2020 session with recommendation to authorize a by-law to be passed to designate 814 Scott Street as a site plan control area and subsequently authorize the entering of the Site Plan Agreement and to allow Mayor and Clerk execute said agreement on behalf of the Corporation of the Town of Fort Frances.

Respectfully submitted



Cody Vangel
Chief Building Official & Municipal Planner

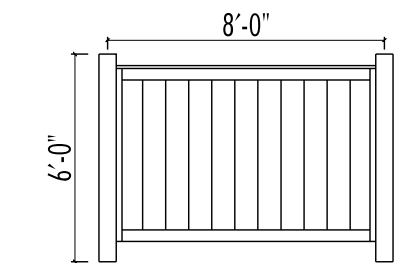
Council approval of this report will agree to the recommendation of the Planning and Development Executive Committee to pass a by-law to designate the development at 814 Scott Street as a Site Plan Control Area, and to authorize the Mayor and Clerk to execute the site plan control agreement on behalf of the Corporation of the Town of Fort Frances.

NEW MULTI-FAMILY CONSTRUCTION (814 SCOTT STREET)

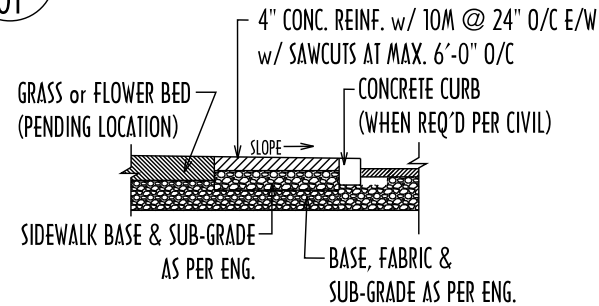
3x6=18 PLEX
16 RESIDENTIAL

23 STALLS REQ'D
23 TOTAL STALLS (1.28/unit)
1 ACCESSIBLE

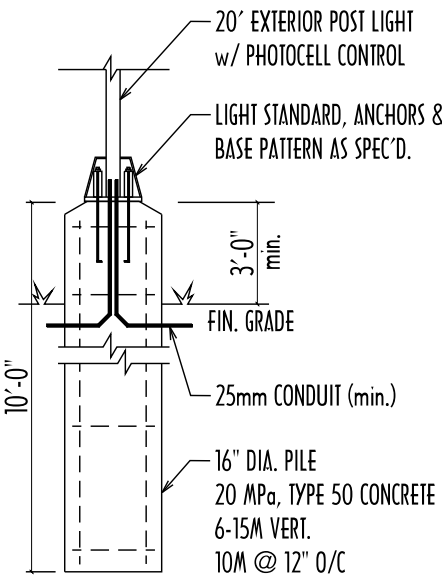
LOT = 22,400 SQ FT
BLDG FOOTPRINT = 5,358 +- SQ FT (24%)
PARKING LOT = 7,600 SQ FT (34%)
GREENSPACE = 42%



1
01 WOOD FENCE PANEL

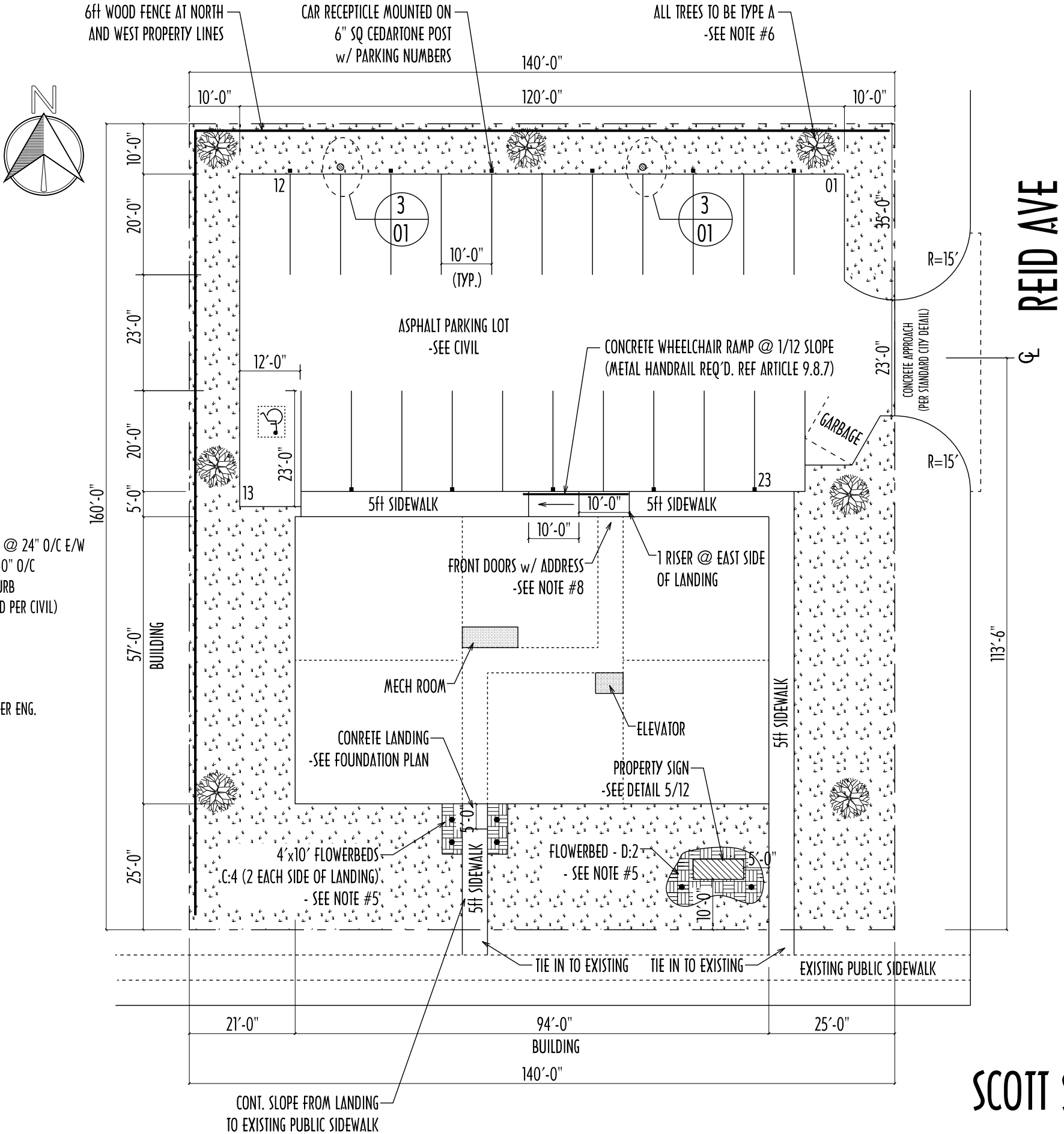


2
01 SIDEWALK DETAIL (TYP.)



3
01 LIGHT POST DETAIL (QTY:2)

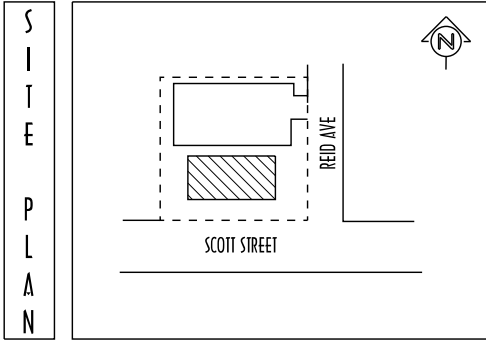
Page 35 of 90



- GENERAL NOTES:
- 1) GREENSPACE TOTALS APPROX. 8,500 SQ. FT
SIDEWALKS TOTAL APPROX. 935 SQ. FT.
PARKING LOT TOTALS APPROX. 7,600 SQ. FT.
 - 2) FINAL ENTRANCE SIGNAGE DESIGN TO BE SHOWN ON MANUFACTURER DRAWING.
 - 3) SEE PG 03 FOR FOUNDATION PLAN.
 - 4) SIDEWALKS TO BE 5'-0" WIDE AND 4" THK (TYP.) UNLESS OTHERWISE DIMENSIONED.
 - 5) FLOWER BEDS TO BE FILLED WITH 3" MULCH AND SURROUNDED BY PLASTIC EDGING. TO BE SHAPED IN A VISUALLY PLEASING DESIGN.
 - 6) ALL TREES TO BE SURROUNDED BY APPROX. 30" DIA. OF MULCH (3" THICK) AND PLASTIC EDGING.
 - 7) UNLESS INDICATED OTHERWISE, ALL AREAS TO RECIEVE LANDSCAPING AND GRASS EXCEPT FOR THE PARKING LOT, FLOWERBEDS, & SIDEWALKS.
 - 8) BOTH EXTERIOR ENTRY DOORS TO HAVE DECAL WITH THE ADDRESS "814" CENTERED ON GLASS FONT TO BE "ARIAL BOLD", WHITE, AT 3.5" HIGH
 - 9) SIDEWALKS TO BE 4" THK w/ 32MPA CONCRETE

- LANDSCAPING LEGEND
- A (QTY 7) = SILVER MAPLE 2" CALIPER
 - B (QTY 0) = N/A
 - C (QTY 6) = KARL FOERSTER REED GRASS (OR SIMILAR)
 - D (QTY 2) = SPIRAEA GOLDCHARM (OR SIMILAR)

DRAWING REVISIONS		
Rev #	Date	Revision
1	mm/dd/yyyy	description here...
2		
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HILLSIDE CONSTRUCTION

1-49 Clearspring Rd. Steinbach, MB R5G 1V2
PH. 204.326.1582
E-mail: info@hillsideconstruction.ca

Location: 814 Scott Street, Fort Francis, ON	FFIVE DEVELOPMENT COMPANY
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: SITE & LANDSCAPING PLAN	Page: 01

AGENDA ITEM #57

Notes



Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
SITE PLAN AND EROSION SEDIMENT
CONTROL PLAN

Project No.
129672065

Revision 00 Sheet 01 of 03

Scale

Drawing No.

C.01





GILLON ST

CB2
RIM: 340.31
N INV 338.61
E INV 338.10

CONNECT TO EX CB2
NEW S. INV 337.756

STM MH3
RIM: 340.35
W INV 337.73
S INV 337.65

1308
340.56
AN

1213
340.21
AN

50000
340.41
AN

1157
340.44
TB

NEW STM 150 mm PVC PWC SDR-26 0.00% 32.3' ST

NEW CB1
RIM: 338.858
W INV 338.756
N INV 338.900

NEW CB
C/W IPC
SIZE J60

COORDINATE WITH
FORT FRANCES POWER
CORPORATION TO
RELOCATE EXISTING HYDRO
POLE AND GUY WRES.

1149
340.30
AN

1150
340.60
BHP

1154
340.34
BHP

1162
340.44
AN TB

REID AVE

1148
340.42
AN



1343
340.58
AN

1345
340.50
AN

NEW DCW SERVICE
50 mm COPPER TYPE K
9.5 m

NEW SAN MH1
RIM: 340.165
W INV 337.860
E INV 337.915

1100
340.40
BHP

APPROXIMATE LOCATION SAN
SERVICE 150 mm PVC WWS
DESIGNED BY OTHERS.

APPROXIMATE LOCATION
50 mm COPPER DCW
DESIGNED BY OTHERS.

1431
339.19
CV

SCOTT ST

SAN MH2
RIM: 339.95
W INV 335.50
N INV 335.63
E INV 335.68

1109
340.11
BHP

1111 1112
340.13 340.14
AN AN

STM MH2
RIM: 339.92
W INV 337.48
E INV 337.30
N INV 337.34

STM MH1
RIM: 339.84
N INV 338.75
E INV 338.72



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1263 Innovation Drive
Thunder Bay ON P7B 0A2
Tel: (807) 626-5640
www.stantec.com

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Consultant

FOR INFORMATION
ONLY

Notes

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

DRAFT REVIEW	By	LV	2020.09.30
Issued	By	Appd	YYYY.MM.DD
File Name: 72065C_DC0006	TR	TR	LV
	Dwn.	Dsgn.	Chkd.

Permit/Seal

Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
NEW CIVIL SITE SERVICING PLAN

Project No.
129672065

Revision Sheet
00 02 of 03

Scale

Drawing No.

C.02



GILLON ST

CB2
RIM: 340.31
N INV 338.61
E INV 338.10

STM MH3
RIM: 340.35
W INV 337.73
S INV 337.65

REID AVE

SCOTT ST

STM MH1
RIM: 339.84
N INV 338.75
E INV 338.72

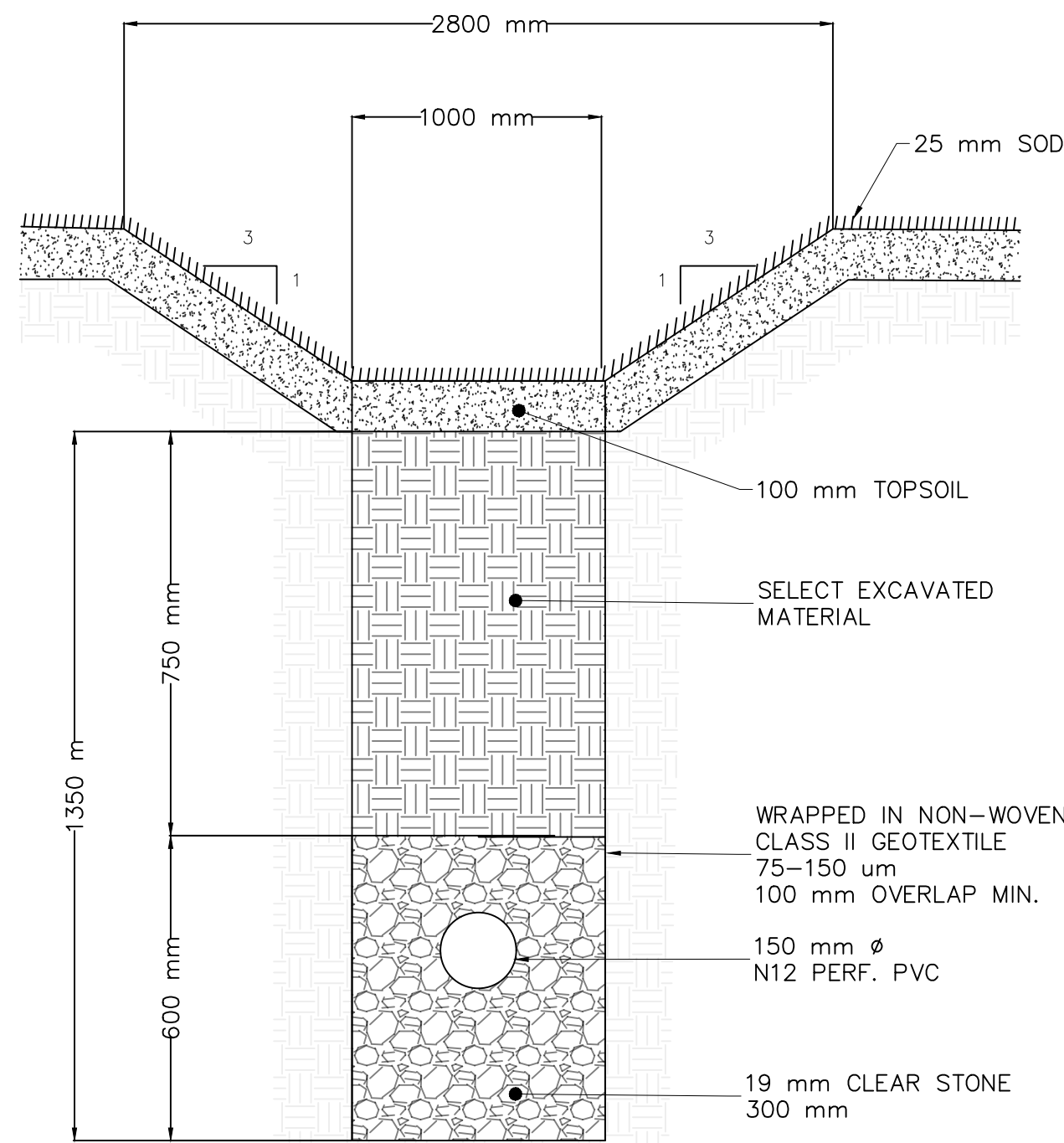
SAN MH2
RIM: 339.95
W INV 335.50
N INV 335.63
E INV 335.68

STM MH2
RIM: 339.92
W INV 337.48
E INV 337.30
N INV 337.34



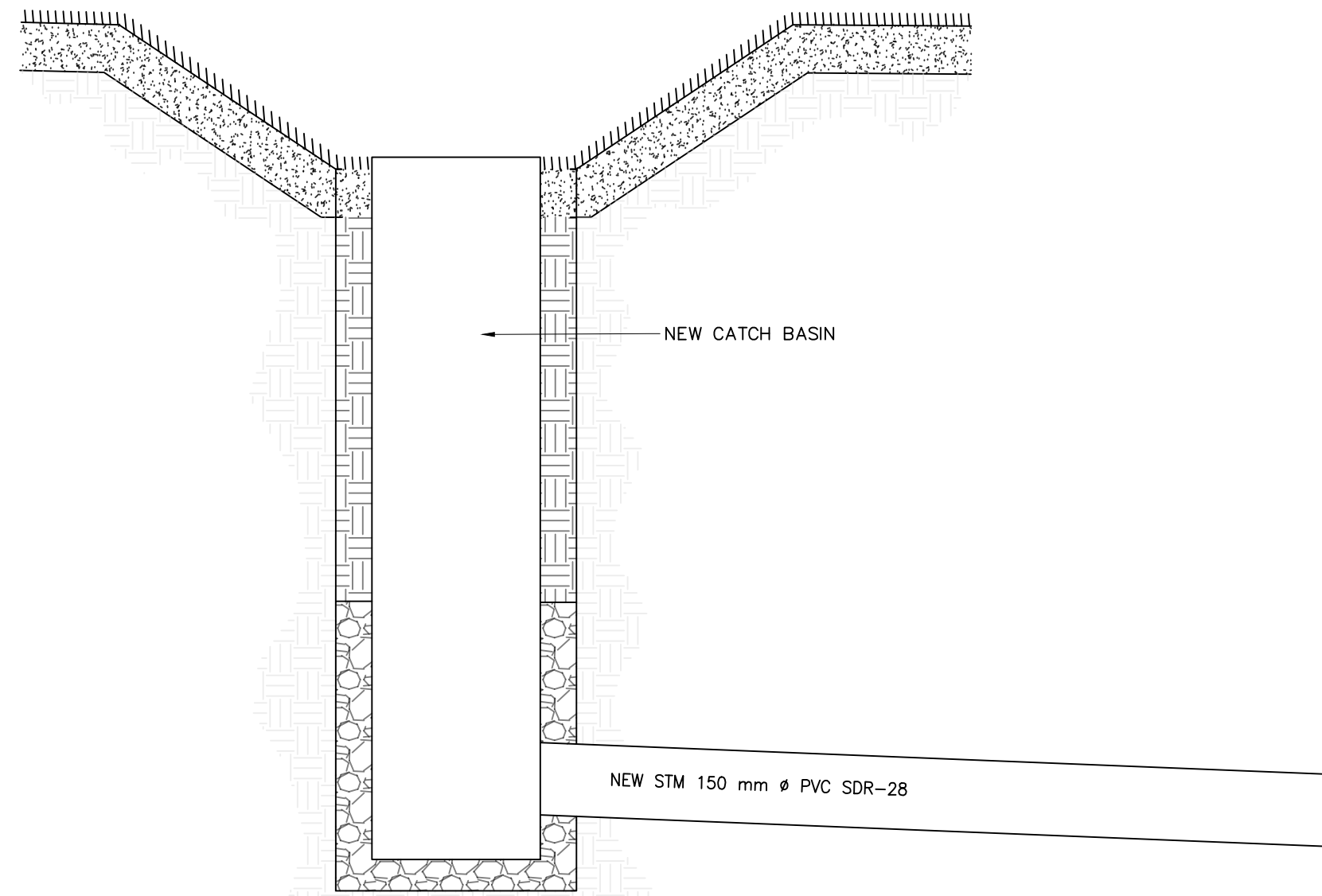
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c.01

TYPICAL STORMWATER MANAGEMENT FACILITY
NTS



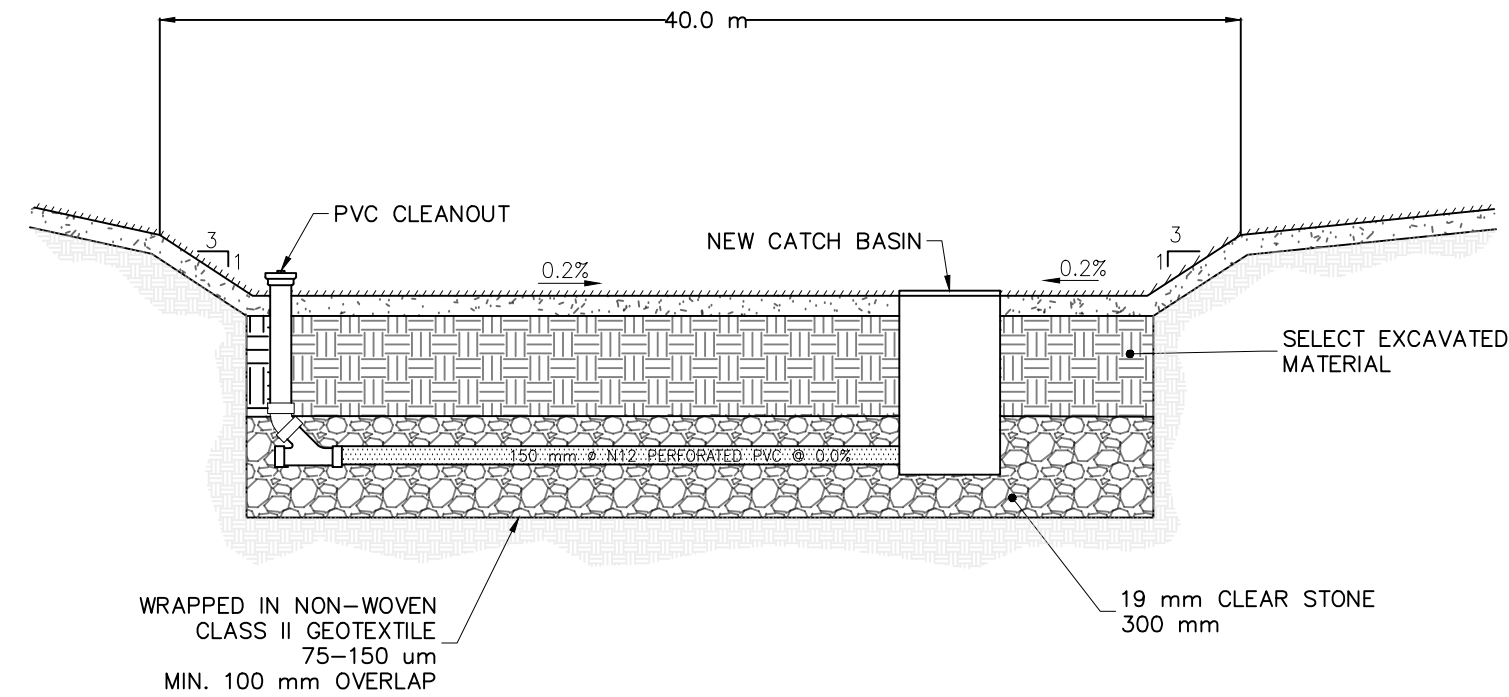
E
c.01

TYPICAL STORMWATER MANAGEMENT FACILITY CATCH BASIN OUTLET
NTS



F
c.01

TYPICAL STORMWATER MANAGEMENT FACILITY
NTS



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use for any purpose other than that authorized by Stantec is forbidden.

Consultant

FOR INFORMATION
ONLY

Notes

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

DRAFT REVIEW	TR	LV	2020.09.30
Issued	By	Appd	YYYY.MM.DD
File Name: 72065C_DD0006	TR	LV	2020.09.30
	Dwn.	Dsgn.	Chkd. YYYY.MM.DD

Permit/Seal

Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
**PRELIMINARY GRADING PLAN AND
STORMWATER MANAGEMENT PLAN**

Project No. 129672065	Scale
Revision 00	Sheet 03 of 03
Drawing No. C.03	

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2020.

B E T W E E N:

(the “Owner”)

- and -

The Corporation of the Town of Fort Frances
(the “Municipality”)

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the “Lands”) legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, **an 18 unit three storey apartment building** (herein sometimes referred to as the “Development” or “Proposed Development”);
- C. By an application dated _____, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as “Planning Act” is defined in paragraph 3 of this Agreement) (the “Planning Act”) permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Municipality (collectively the “Parties”, individually a “Party”) hereto agree one with the other as follows:

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as _____, more particularly described in **Schedule 1** attached hereto.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a description of the Lands affected by this Agreement;
 - (b) **Schedule 2** being a Solicitor’s Certificate of ownership of the Lands, which certificate shall be provided to the Municipality within 10 days of the request by the Municipality therefor;
 - (c) **Schedule 3** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (d) **Schedule 4** being a list of the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) as filed by the Owner with the Municipality as may be, with the approval of the Municipality, revised at any time and from time to time;
 - (e) **Schedule 5** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
 - (f) **Schedule 6** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

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Definitions

3. In this Agreement:

- (a) "Agreement" means this Agreement and any Schedules referred to in it or attached to it, as may be amended from time to time. The recitals to, and the Schedules attached to this Agreement shall be considered integral parts of it.
- (b) "Construction Lien Act" means the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, including successor legislation.
- (c) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, including successor legislation.
- (d) "Person" means an individual, association, partnership, syndicate, firm, organization, foundation, trust, estate, governmental authority, corporation, trustee, agent, or any other entity, and the heirs, administrators, executors, assigns and other legal representatives of any such person to whom the context may apply according to law.
- (e) "Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended, including successor legislation.
- (f) "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 4** of this Agreement. The Parties acknowledge that, from time to time, the Plans and Drawings may, with the prior written acceptance of the Municipality, be revised, and if the Municipality provides its acceptance for any revision wherever there is, in this Agreement, any reference to Plans and Drawings, such reference shall be and be deemed to be to the Plans and Drawings so revised with the prior acceptance of the Municipality, and any and all obligations, responsibilities, and otherwise of the Owner to construct or otherwise under or pursuant to this Agreement shall be deemed to reference, apply, and have regard to (and the Owner shall follow and adhere to), the Plans and Drawings so revised.

The Owner shall, further:

- (i) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings or to any changes to design, construction, and otherwise as may be shown or contemplated therein and thereby; and
- (ii) when submitting and making application to the Municipality in respect of revisions to any and all Plans and Drawings, include with such application any and all approvals applicable or required to be obtained from any and all authorities having jurisdiction.
- (g) "Security" means any and all letters of credit, cash, and other security provided or to be provided the Municipality under or pursuant to the provisions of this Agreement in order to guarantee compliance with all conditions and things to be done or performed or caused to be done and performed by the Owner under or pursuant to this Agreement.
- (h) "Works" means any and all buildings, structures, works, services, facilities and matters and otherwise (and whether internal or external to the Lands) referred to or required by or under this Agreement.

Terms and Conditions - General

4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement of **an 18 unit three storey apartment building**. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

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- (d) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (e) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, and all other applicable laws and requirements of all authorities having jurisdiction, is mandatory;
- (f) covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the Planning Act or any other similar legislation;
- (g) covenants and agrees that, unless otherwise determined by the Municipality in its sole and unfettered discretion, neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (h) covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands, the Works, or otherwise;
- (i) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of grading, site and external servicing plans, municipal service connection designs, storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

The Engineer shall, prior to the reduction or release of any Security, be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Plans and Drawings. The certificate, or certificates, shall be in a format acceptable to the Municipality in its sole and unfettered discretion;

- (j) covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until:
 - (i) all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and all other applicable law and requirements of all authorities having jurisdiction;
 - (ii) all water and sanitary sewer infrastructure has been properly tested, approved by all authorities having jurisdiction, and are operating in accordance with the conditions established by the Municipality; and
 - (iii) an occupancy permit has been issued.

To ensure compliance with this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality may draw upon any Security the Owner has provided to the Municipality if, in the opinion of the Chief Building Official of the Municipality, a building or part thereof is occupied contrary to the said provision.

In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be stopped from opposing such application on the part of the Municipality;

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to

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the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
 - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
 - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
 - (c) To install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the Plans and Drawings.
 - (d) To provide fire access route signs, to locate such number of fire hydrants and size of watermains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (h) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (j) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
 - (k) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.
 - (l) To provide internal recycling and garbage areas sufficient to contain the required number of containers and materials.
 - (m) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
 - (n) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.

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- (o) To design, obtain approval in respect of, construct, install, and maintain, in accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities, and to indemnify and save harmless the Municipality from actions, claims and suits whatsoever, which may arise out of the implementation or lack of maintenance thereof.
 - (p) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.
 - (q) To provide regular removal of snow from the site and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
 - (r) To provide an environmental clearance certificate certified by a professional engineer or equivalent to the Municipality that all lands to be conveyed to the Municipality under this Agreement are environmentally suitable for their proposed use in accordance with any laws or guidelines from the Ministry of Environment or successor branch or agency (herein, "MOE").
 - (s) to file with and provide to the Municipality, forthwith upon:
 - (i) completion of any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings;
 - (ii) completion of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands; and
 - (iii) completion of the Proposed Development, 2 copies of survey and survey/real property reports prepared by and Ontario Land Surveyor complete with UTM coordinates;
 - (t) To provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building or other construction to be undertaken in or on the Lands.
 - (u) To erect proper gates, signs, and protections surrounding or in respect of the Works and any construction on the Lands and to maintain same until final completion of construction.
 - (v) That no antennae or associated equipment will be permitted on the roof and that all roof-top equipment shall be adequately screened from view to the satisfaction of the Municipality.
 - (w) To ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging or construction. The Owner shall be solely responsible for and pay all costs and expenses associated with any damage to any utility infrastructure and the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner or its agents, assigns, employees, contractors, subcontractors, or other representatives or Persons howsoever engaged, or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and draw on, and utilize, the Security as the Municipality deems fit to pay for any and all costs, expenses, and damage, and costs of relocation, from the proceeds so drawn.
 - (x) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works or otherwise required under this Agreement.
 - (y) To comply with all provisions of the Municipality's noise by-law.
 - (z) To provide the opportunity for ongoing and final site/Works inspection, monitoring, and testing (including, without limitation, prior to and during construction and material delivery, testing, or compaction) as required by the Municipality.
7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in

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a good and workmanlike manner.

In the event of any of such internal Works not being or having been so constructed, installed, repaired, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (a) require the Owner to comply with the terms of this Agreement; and
- (b) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

8. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action or non-action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all or comply with the provisions of the building or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.

The Owner is aware that, given the Municipality's staffing, budgeting, and other limitations, and considerations and the obligations of the Owner to ensure the provision of information and Plans and Drawings, which is complete and in compliance with the requirements of all authorities having jurisdiction, the Municipality may undertake a limited or cursory review of the Plans and Drawings, relying, as the Municipality does, on the Owner to ensure completeness and compliance.

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship

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and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

In the event of any of such external Works not being or having been provided, constructed, installed, repaired, or maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (i) require the Owner to comply with the terms of this Agreement; and
- (ii) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

The Owner acknowledges that any action or non-action taken by the Municipality or by anyone on its behalf, including, without limitation, relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external Works herein required to be constructed or installed, during the Guarantee and Maintenance Period or otherwise, is without prejudice to the Municipality's right to enforce any and all provisions of this Agreement.

11. The Owner covenants and agrees that there will be no blasting conducted in or on the Lands by the Owner.

Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:

- (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all costs and expenses whatsoever of and incurred by the Municipality with regard to the application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands, and including, without limitation, all legal/lawyers fees and disbursements, engineers/engineering fees and disbursements, planning/planners fees and disbursements, Municipal staff time, notice, application, advertising, postage, court, land titles, mileage, material, HST as applicable, and any other costs and charges in any way related to the application or this Agreement;
- (b) pay any outstanding taxes (including arrears, interest and penalties) and local improvement charges; and
- (c) pay to the Municipality the Municipality's building permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.

13. (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.

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- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
 - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
 - (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
 - (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
 - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

Administration

15. (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

[REDACTED]

or such other address of which the Owner has notified the Municipality in writing.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

Attention: Clerk

Facsimile: 807.274.8479

or such other address of which the Municipality has notified the Owner in writing.

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.
18. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.
19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations established by any other authority having jurisdiction.
20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
21. (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).
- (d) References herein to any statute or any provision thereof include such statute or

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provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.

- (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
 - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
 23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
 24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
 25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
 26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
 27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
 28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
 29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
 30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
 31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
 32. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

-11-

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.



per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

Schedule 1

Legal Description of Lands

PCL 411-1 AND PCL 411-2 SEC ALTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679, SLT19234, SLT52154, SLT99405 EXCEPT SLT30028; FORT FRANCES.

Schedule 2

Solicitor’s Certificate of Ownership

TO: The Corporation of the Town of Fort Frances (the “Municipality”)

I, _____, a Solicitor of Ontario, do hereby certify that _____ is the sole registered and beneficial owners in fee simple of the lands and premises legally described as _____

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following: None.

All easements, licenses, and or rights-of-way to be conveyed to the Municipality, if any, will be so conveyed with the consent of all charges and other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at _____, Ontario, this _____ day of _____, 2020.

Solicitor for the Owner

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Schedule 3

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
 - (a) Application for site plan;
 - (b) Preparation of this agreement;
 - (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
 - (d) All legal / lawyer fees and disbursements;
 - (e) Engineer / engineering fees and disbursements;
 - (f) Planning / planner fees and disbursements;
 - (g) Municipal staff time;
 - (h) All Land title fees and charges;
 - (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
 - (j) HST and any other taxes applicable on or to any of the above.

Schedule 4

List of Plans and Drawings
(Appendix 'A')

01 – Site & Landscaping Plan
02 – Schedules & Notes
03 – Foundation Plan
04 – L1 Floorplan
05 – L2 Floorplan
06 – L3 Floorplan
07 – Elevations – FB
08 – Elevations – LR
09 – 2 nd Floor Joist Plan
10 – 3 rd Floor Joist Plan
11 – Cross Section
12 – Tall Sections
13 – Sections
Civil Works Plans
Stormwater Management Plan

**Changes or additional plans and drawings must be submitted to the Municipality for approval. Once approval is granted by the Municipality, the listing of Schedule 4 will be amended.

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Schedule 5

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	
--	--

** If project value changes, then Letter of Credit value will be amended accordingly.

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Schedule 6**Reduction or Release of Security****Application for Reduction of Securities**

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts;
 - (g) surveyor's certificate and real property report(s); and
 - (h) composite utility plan.
2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).
3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.

October 7, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Request to use Oakwood Road for a Detour by MTO

See attached correspondence from MTO regarding upcoming work on the bridge west of Town on Highway 602. MTO is asking for permission from the Town of Fort Frances, by way of a resolution, to utilize Oakwood Road as a detour route for the period of one day in order to make repairs to a bridge on Highway 602.

It is the recommendation of the Operations and Facilities Executive Committee that permission be granted to MTO to utilize Oakwood Road for a detour route while work is conducted on the bridge on Highway 602.

Respectfully Submitted

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

Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that permission be granted to MTO to utilize Oakwood Road for a detour route while work is conducted on the bridge on Highway 602.

Manager of Operations and Facilities

2020Oct7 MTO Use of Oakwood for Detour.docx

Travis Rob

From: Lisa Slomke
Sent: Wednesday, September 30, 2020 1:59 PM
To: Travis Rob
Subject: FW: [External] Rainy River Tributary Bridge Repairs, Hwy 602

Hi Trav:

We spoke the other day about this....see Glenn's response that it will be after Oct 13 but before end October. Please take to Oct 7 OFEC so that a recommendation goes forward oct 13th.

Appreciated.
 Lisa

From: Mitchell, Glenn (MTO) <Glenn.Mitchell@ontario.ca>
Sent: Monday, September 28, 2020 5:02 PM
To: Lisa Slomke <lslomke@fortfrances.ca>
Subject: RE: [External] Rainy River Tributary Bridge Repairs, Hwy 602

Thank you Lisa. Unfortunately we don't have a tentative date yet but it will most likely be after October 13 but before the end of October.

Glenn

From: Lisa Slomke <lslomke@fortfrances.ca>
Sent: September 28, 2020 5:18 PM
To: Mitchell, Glenn (MTO) <Glenn.Mitchell@ontario.ca>
Subject: RE: [External] Rainy River Tributary Bridge Repairs, Hwy 602

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Good Afternoon Glenn:

Thanks so much for your e-mail. I am happy to take this matter before Council, but it won't be until the October 13th meeting. Do you have a tentative date for the work?

I look forward to your response.
 Lisa

From: Mitchell, Glenn (MTO) <Glenn.Mitchell@ontario.ca>
Sent: Monday, September 28, 2020 3:48 PM
To: Town <town@fortfrances.ca>
Cc: Lisa Slomke <lslomke@fortfrances.ca>
Subject: [External] Rainy River Tributary Bridge Repairs, Hwy 602

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

Hi,

As you may be aware, there have been ongoing maintenance issues at Rainy River Tributary Bridge on Highway 602, 4.3 km west of the east junction of Highway 11. In order to address these ongoing issues, the MTO will be required to close Highway 602 for one day this fall. To help minimize the inconvenience to the traveling public the MTO is requesting to use the detour route used in 2012 when the bridge was initially constructed; Bone and Ducharme Roads as well as Oakwood Road (please see attached). I understand Oakwood Road is a boundary road so a similar request was sent The Township of Alberton and they have granted permission for the route. The work will be completed on a weekend to avoid disrupting school buses. The MTO will make any repairs to the detour route as a result of the increased traffic for the day closure. The repair work is tentatively scheduled for next month.

The purpose of this email is to request approval from The Town of Fort Frances to use Oakwood Road as part of a posted detour during the repair work. Typically we would request a Council Resolution approving the use of the municipal roads however given the time of year I'm not sure if there is sufficient time for a resolution.

Please let me know if you have any questions or concerns.

Thank you,

Glenn Mitchell | Area Manager, Highway Engineering | Project Delivery | Engineering Program Delivery Northwest | Design and Engineering | Transportation Infrastructure Management | Ministry of Transportation

615 James Street South | 3rd Floor | Thunder Bay, Ontario P7E 6P6 | 📠P: (807) 473-2124 | 📠: (807) 621-6421 | 📠F: (807) 473-2168

October 7, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Extension Agreement with Emterra for Recycle Processing and Transportation Services

At the September 9, 2020 meeting of the Operations and Facilities Executive Committee an extension to our recycle processing and transportation was brought forward. Administration was given direction to reach out to the service provider to better understand the steep increase in cost as well as see if the costs could be reduced in any way.

Attached to this report you will find an email from Paulina Leung, VP of Corporate Strategy and Business Development for Emterra which outlines the factors leading to the increase in costs over the past years. Emterra has come forward with an alternative offer of \$128.00 per tonne for processing for a term of September 14, 2020 to December 31, 2024 with an option to extend for an additional 2 one year terms to take us through the intended Blue Box Transition and one additional year. This arrangement will buy us the opportunity to have coverage regardless of when we transition, even a year beyond the proposed end of the transition period if the transition does not proceed as anticipated. All other terms of the current contract will still apply.

The Town currently has an agreement with Emterra, however there is no extension provision in that agreement. With the rates being paid by neighboring municipalities, and with the upcoming changes in the recycle world in Ontario, going through a full tender process would not result in a lower cost for processing and would likely result in a higher rate. As a result, the proposed agreement with Emterra would be entered into through a process outside of the Town's Procurement Policy.

It is the recommendation of the Operations and Facilities Executive Committee that the town enter into an extension agreement with Emterra for recycle transportation and processing services to December 31, 2024 with two options to extend for a period of 1 year each and further that Mayor and Clerk be authorized to execute the agreements on behalf of the corporation.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the town enter into an extension agreement with Emterra for recycle transportation and processing services to December 31, 2024 with two options to extend for a period of 1 year each and further that Mayor and Clerk be authorized to execute the agreements on behalf of the corporation.

Travis Rob

From: Doug Brown
Sent: Tuesday, September 15, 2020 7:20 AM
To: Travis Rob
Subject: Fwd: [External] RE: Town of Fort Frances - Processing Cost - Increase

Get [Outlook for iOS](#)

From: Paulina Leung <paulina.leung@emterra.ca>
Sent: Tuesday, September 15, 2020 12:05:00 AM
To: dbrown@fort-frances.com <dbrown@fort-frances.com>
Cc: Chris Yanisiw <chris.yanisiw@emterra.ca>; Andres Cuellar <Andres.Cuellar@emterra.ca>
Subject: [External] RE: Town of Fort Frances - Processing Cost - Increase

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

Hi Doug,

It was good to catch up with you after many years. Time flies by. Congratulations on your promotion to the role of CAO!

Emterra has always valued working with Fort Frances for all these years. We take pride in providing services in your community when other companies find it "hard".

In recognition of our long term partnership and our desire to continue to provide these services to the end of the Blue Box transition on December 31, 2025, I would like to reduce the proposed processing fee to \$128.00 per tonne. I can assure you this is the lowest price we have offered to any of our existing and new customers for single stream processing services. This price is for a contract extension to December 31, 2025 and is subject to the normal annual price increases provided for in our contract.

The world of recycling has changed **significantly** since we signed our contract over 5 years ago. In this span of time, China, the largest buyer of the world's recyclables has shut its borders under a campaign called "National Sword". This announcement was made in 2017 and took effect in 2018 and it included a ban the import of 32 scrap categories. China's goals are to reduce scrap imports, stomp out illegal smuggling and illegal imports of scrap, improve domestic resource recovery capabilities, and improve the natural environment of their country. After decades as the "garbage dump" for developed nations in North America and Europe, it decided it was finally shutting its doors to foreign trash (and recyclables). Chinese import policies have reshaped materials recovery around the planet. As a result, nearly overnight, half of the demand for the world's recyclables evaporated. With supply far outpacing demand, the price for recycled materials crashed and pricing has not rebounded since. Exacerbating this is the current global recession caused by COVID-19. With economies contracting and consumer spending negatively affected by health and personal financial insecurities, demand for recycled materials is not expected to return to even pre-COVID levels for several years. Since plastics are made from petro chemicals and with oil prices at all time lows, the price for recycled resins like PET and Polypropylene have crashed. There are municipalities across Canada that are stockpiling plastics because they cannot find buyers for their baled materials.

The following two articles provide a very good overview of the China National Sword campaign and its impact on the recycling industry.

1. <https://www.wastedive.com/news/china-announces-formal-ban-32-scrap-categories/521735/>
2. <https://resource-recycling.com/recycling/2018/02/13/green-fence-red-alert-china-timeline/>

Lastly, the CIF's monthly price sheets tells a sobering tale. As you can see, in 2017 (i.e. right before the China National Sword was implemented) the basket price for commodities in Ontario was \$154 a tonne. Now, as of August 2020 (the latest CIF Price Sheet available), the basket price of commodities is \$78. The value of recyclables is half of what it was. <https://thecif.ca/wp-content/uploads/2020/09/August-2020-Price-Sheet.pdf>

YEARLY AVERAGES (CDN\$/Metric Tonne)																				
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020		
Newspaper (ONP #8 / SRP #56) ¹	99	114	101	89	118	121	72	90	126	76	71	69	72	103	111	62	44	47		
Mixed Paper #54 / ONP#6 ²													43	73	73	2	(18)	(13)		
Corrugated (OCC)	89	114	95	80	131	111	68	149	173	133	131	131	127	152	221	128	84	122		
Hardpack (OBB/OCC)	62	75	68	50	89	76	42	74	95	61	53	51	66	91	121	57	19	31		
Boxboard (OBB)	43	62	53	41	70	62	26	61	84	62	46	48	50	50	na	na	na	na		
Polycoat Containers	64	67	66	59	84	75	39	105	127	96	65	79	114	114	64	63	40	27		
PET (mixed)	278	432	507	314	368	352	187	391	652	431	372	377	295	265	383	431	377	241		
HDPE (mixed)	364	428	683	565	524	573	320	464	562	552	497	659	617	533	497	483	444	234		
Plastic Tubs & Lids	12	51	104	128	146	204	22	54	247	265	na	na	na	na	na	na	na	na		
Mixed Plastics ³									48	32	38	46	58	61	32	47	74	81		
Film Plastic	8	55	148	137	51	35	3	13	25	23	14	29	47	40	24	15	3	(16)		
Aluminum Cans	1619	1772	1763	2169	2065	1904	1215	1591	1790	1516	1523	1783	1548	1576	1772	1733	1354	1256		
Steel Cans	76	191	116	141	168	245	89	263	335	277	257	299	179	200	262	322	253	204		
Glass (mixed)	(19)	(12)	(31)	(31)	(31)	(24)	(18)	(15)	(11)	(18)	(22)	(22)	(30)	(37)	(42)	(41)	(38)	(34)		
Composite Index	114	131	124	111	145	150	80	124	169	118	107	117	105	129	154	118	90	78		
Fibre Composite Index ⁴													77	109	132	75	49	47		
Container Composite Index ⁵													188	184	217	239	205	159		

Doug, I hope this information is helpful to you and your Council. Please let us know if you need anything at all. We eagerly await your response.

Paulina

Paulina Leung | VP, Corporate Strategy & Business Development

Make it a Safe Day



1122 Pioneer Road, Burlington, ON L7M 1K4

C: 416.939.7916 | P: 905.336.9084 ext. 1130

paulina.leung@emterra.ca

www.emterra.ca | www.emterrausa.com | @EmterraGroup



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

From: Doug Brown

Sent: Wednesday, September 9, 2020 3:15 PM

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

Cc: Travis Rob <trob@fortfrances.ca>; Craig Miller <cmiller@fortfrances.ca>

Subject: Re:Town of Fort Frances - Processing Cost - Increase

Hi Paulina, please find attached quote from Chris for the next three months. I am Ok with the price increase for haulage from \$1675.63 per trip to \$ 1725.90. However approximately 100% increase in processing from \$ 71.09 to \$ 130.00 per MT is a substantial increase. Remember back 5 years ago the Town broke away from cascade and went with Emterra. I would like to talk to you in regards to establishing agreement until the (2023 to 2025) full responsibility system hits Northwestern Ontario. I guess through the transition period. Also I fully realize that recyclable commodity prices have dropped substantially over the past 5 years. Please confirm your availability this week. Thanks

Douglas DC Brown P Eng

CAO

Town of Fort Frances

807-274-5323 Ext 1213

Cell 807-275-9755

October 7, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Request by Canadian National Demolition to setup a work camp at the Fort Frances Airport

See attached email request from David Fusek of Canadian National Demolition requesting permission to setup a mobile work camp at the Fort Frances Airport for the duration of the Mill Demolition project.

There is a large area of landscaped space east of the Maintenance garage with available power that could facilitate this camp as well as a large area of gravel that could be utilized for parking. CND would be responsible to prepare the site for the trailers by way of excavating the organics and replacing it with granular materials to make a solid base as well as completing the required work to set up the electrical connection to their site. At the end of the project, CND would be responsible to restore the site to its current state.

The Town would be responsible to plow the snow in the area of the access road and parking area, which we currently do and cut the grass around the site. See attached map showing the camp and parking areas.

We currently do not have a rate established for this type of use at the Airport, or other site in Town to base a rental rate on. However, a commercial, unserviced hangar lot rent for 2020 is \$2.85 per square meter per year, with the camp size, it is estimated that they would need approximately 3159.2m² for the camp and another 1519.5m² for parking for a total area of 4678.70m². At the current rate, the cost would be \$13,334.30 per year. A revised lot lease agreement will have to be drafted to reflect the specific use and risks associated with this situation which would be brought back through Council for execution at a subsequent meeting.

At this point, CND is planning on having at the most 30 workers on site at any time working 12h shifts on a 21 day in, 7 day out rotation for upwards of 18 months. The camp, other than power which would be billed directly to them, the camp would be self sufficient with water being trucked in and waste trucked out.

It is the recommendation of the Operations and Facilities Executive Committee to agree to enter a lease agreement with Canadian National Demolition for leased space at the Fort Frances Municipal Airport to temporarily setup a mobile work camp at an annual fee of \$13,334.30 plus any applicable taxes and further that a by-law be passed authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.

Respectfully Submitted

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

Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that It is the recommendation of the Operations and Facilities Executive Committee to agree to enter a lease agreement with Canadian National Demolition for leased space at the Fort Frances Municipal Airport to temporarily setup a mobile work camp at an annual fee of \$13,334.30 plus any applicable taxes and further that a by-law be passed authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.

2020Oct7 CND Request for Camp At Airport REV.docx

Travis Rob

From: Dave Fusek <dave@cndservice.ca>
Sent: Thursday, October 1, 2020 8:58 AM
To: Travis Rob; Jeff Norton
Subject: [External] Camp Request-Airport
Attachments: kitchen and 42p dorm layout.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.

Dear sir

On behalf of Jeff Norton we'd like to formally request the ability to setup the attached camp at the airport.

This would be utilized to support our project in the town of Fort Frances.

Please let me know how to facilitate this and any other information you'd require to make this happen.

Kindest regards


Dave Fusek
647-999-9288
dave@cndservice.ca

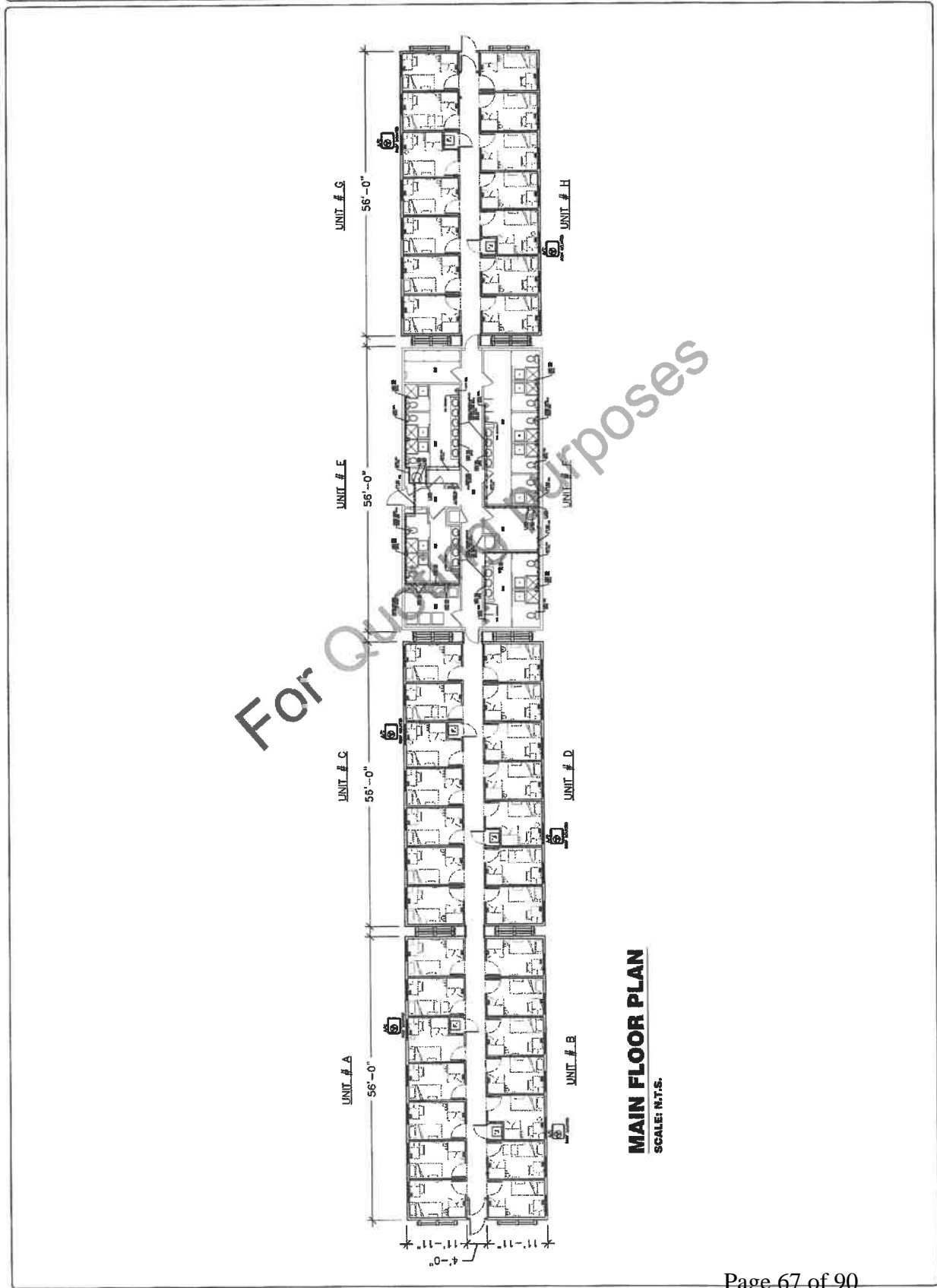


1 FLOOR PLAN
1/4" = 1'-0"

SALES DRAWING ONLY
NOT FOR CONSTRUCTION

[illegible]

BECKER Becker, El Zein and Associates Ltd. Consulting & Investment Engineers 1733 STREET EDMONTON, ALBERTA, T6E 4E6 TEL: 463-5120 FAX: 466-1596		WILLIAMS SCOTSMAN Mobile Offices • Storage Products And More		detail signed A DETAIL NO. B LOCATION ORG. NO. C DETAIL ORG. NO. DETAIL NUMBERS TO seal		 PERMIT # 3557		units		PROJECT WILLIAMS SCOTSMAN 42 PE Dorm Complex		Drawing title MAIN FLOOR PLAN		scale AS SHOWN drawn by RIL reviewed by GZ date JUNE 9/08 project no. 485-0806 all dimensions are in meters	
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October 7, 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 had 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. In September two addition requests were considered where the same reimbursement was awarded to the property owners. The Town of Fort Frances has developed a protocol for staff to enter dwellings and has resumed sewer cleaning activities effective September 22, 2020.

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 private invoice for 807 Fourth Street East be reimbursed the difference between the costs for the Town to complete the works (\$117.40) and the actual invoice.
2. That the private invoice for 225 Third Street West is not reimbursed as the contractor did not state a location of the blockage.
3. That each case continues to be considered individually going forward.
4. And that only works completed during the service reduction period related specifically to COVID-19.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

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

1. That the private invoice for 807 Fourth Street East be reimbursed the difference between the costs for the Town to complete the works (\$117.40) and the actual invoice.
2. That the private invoice for 225 Third Street West is not reimbursed as the contractor did not state a location of the blockage.
3. That each case continues to be considered individually going forward.
4. And that only works completed during the service reduction period related specifically to COVID-19.

October 2, 2020

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

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

SUBJECT: Sewer Rooting – Request for Reimbursement

The Town has received requests from Ms. Shelly Ducharme (225 Third Street West) and Ms. Lauris Werenko (807 Fourth Street East) for reimbursement of sewer rooting that they had done. The invoice for 225 Third Street West is \$325 + \$42.25 HST for a total bill of \$367.25. The invoice for 807 Fourth Street East is \$310 + \$40.30 HST for a total bill of \$350.30.

The invoice for Third Street West does not indicate the location of the blockage or the cause of the blockage. The invoice for Fourth Street East indicates that the blockage was 85 to 90 feet from the cleanout in the house.

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

The 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 some history of plugged sewers, but not a significant amount.

The Fourth Street East property does have trees on the boulevard on the town side. It is also of note that Ms. Werenko had called the Town requesting services and we referred her out. On the same day that she had her work completed privately, the town had resumed working on plugged sewers.

Google Street View pictures are attached of both properties.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Craig Miller', is positioned above a faint yellow rectangular stamp.

Craig Miller, P.Eng.
Environmental Superintendent

Attached:

- Invoice from Ms. Ducharme
- Imaging of 225 Third Street West
- Property File information – 225 Third Street West
- Invoice from Ms. Werenko
- Imaging of 807 Fourth Street East
- Property File information – 807 Fourth Street East

2491570 Ontario Limited o/a JD Plumbing Solution INVOICE

RMB 79 - RR#1
Fort Frances, Ontario P9A 3M2

Invoice No.: 2161
Date: 08/21/2020
Ship Date:
Page: 1
Re. Order No:

Sold to:

Ducharme, Ray
225 Third St W
Fort Frances, ON P9A 3A6

Ship to:

Ducharme, Ray
225 Third St W
Fort Frances, ON P9A 3A6

Business No.: 796804490

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			Plugged Sewer			
		1	Minimum Charge for Labour & Roto Router H K750		325.00	325.00
			Subtotal:			325.00
			H - HST 13% GST/HST			42.25
Shipped By: _____ Tracking Number: _____					Total Amount	367.25
Comment: Balance Due Upon Receipt. Thank You for your Business. Email JD.Plumbing@hotmail.com					Amount Paid	0.00
Sold By: _____					Amount Owning	367.25

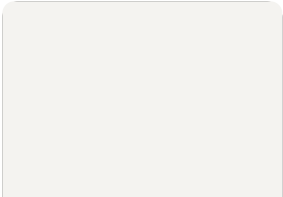


Image capture: Oct 2018 © 2020 Google

Fort Frances, Ontario



Street View



MAINTENANCE RECORD

ADDRESS: 225 THIRD STREET WEST

DATE	REMARKS
SEPT 1/88	TURNED WATER OFF - TURNED WATER ON -
MARCH 3, 2010	BLOCKAGE @ 60' - ROOTS - N/C
DEC 7/12	BLOCKAGE @ 25' FROM BASEMENT C/O (PAPER TOWER)

Andy Peters Plumbing & Heating

1336 Colonization Road West
Fort Frances, Ontario P9A 2T8
807-274-5169

INVOICE

Invoice No 6075
Date Sep 26, 2020
Ship Date:
Page 1
Re. Order No

Sold to:

Werenko, Lauris
807 Fourth Street East
Fort Frances, Ontario
P9A 1T3

Ship to:

Werenko, Lauris
Fort Frances, Ontario

Business No.: 859903866RT0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
		2	rob labour unplug sewer	H	70.00	140.00
		2	Andy labour unplugging sewer	H	50.00	100.00
		1	Snake rental belluz	H	70.00	70.00
			Ran sewer snake through line twice to get unplugged. Found blockage at 85-90 Feet from cleanout in house			
			H - HST 13% harmonized sales tax			40.30
			HST			
Andy Peters Plumbing & Heating HST #859903866						
Shipped By: Tracking Number:						
Terms: Net 15 Due Oct 11, 2020.						
Comment: PLEASE PAY ON RECEIPT OF INVOICE Interest 2% mo (24% annum)						
Sold By:						
Total Amount						350.30

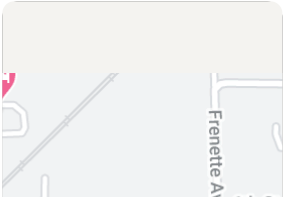


Image capture: Jun 2012 © 2020 Google

Fort Frances, Ontario



Street View



MAINTENANCE RECORD

ADDRESS: 807 FOURTH STREET EAST

DATE	REMARKS
JAN 25/14	CLEANED PLUGGED SEWER - BOXAGE @ 90' FROM C/O IN BASEMENT



FIRE RESCUE SERVICE

"PRIDE & HONOUR"

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



AUGUST 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:
32.16	5	2	55	4	0	0	0
Alarm Calls:	MVC Calls:	Water Related Rescue Calls:	(CO) Carbon Monoxide / Gas Leak Calls:	Hazmat Calls:	Mutual Aid Calls:	Other Calls:	Tickets Issued:
5	1	0	2	0	1	1	0

TEAM MEMBERS RESPONDED TO 10 CALLS FOR SERVICE DURING AUGUST 2020.

Total Hours:

- **6 Hours** was spent on responding to Emergency Incidents.
- **22.5 Hours** was spent on Training.

Time of Day:

During this month, **70%** of our calls for service occurred on the Day Shift between 07:00 & 19:00 and **30%** 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 had been suspended due to the COVID-19 pandemic. On August 17, 2020 Fire Safety Inspections were re-instated. 9 fire inspections were completed in August, which were completed in a safe manner with all the PPE and Health and Safety protocols in place.

Fire Drills: Team members attended and participation in the annual fire drills at Green Manor, Rose Manor, Elizabeth Manor, and Lady Francis.

Public Service: 2 site visits were completed.

Fire Alarms: 5 False Fire Alarm Calls.



FIRE RESCUE SERVICE

"PRIDE & HONOUR"

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

AUGUST 2020 REPORT
FROM: TYLER MOFFITT – FIRE CHIEF/CEMC



MVC (Motor Vehicle Crashes): 1 MVC, which was in the Town of Fort Frances.

(CO) Carbon Monoxide / Natural Gas Leaks: 1 False CO Call & 1 Actual Natural Gas leak.

Mutual Aid Request: The International Falls Fire Rescue Service requested mutual aid during a structure fire, due to the lack of their available firefighters. Unfortunately, our fire rescue service did not respond due to the COVID-19 Quarantine requirements, which would have required all responding Fort Frances personnel to self-quarantine for 14-days upon our return to Canada.

Other: 1 complaint brought to our attention.

Annual Pump Testing: Our annual pump testing was completed for our pumper fire trucks, which was performed by Fort Garry Fire Trucks.



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



AUGUST 2020 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

This month we thank the fine people of the Fire Marshal's Public Fire Safety Council 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. Below is one of the many examples of their fire safety tips they provide for community newspapers.





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

September 22, 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
August 2020 Monthly Report**

As per the operating agreement, the attached document is the August 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)
August 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 August 2020; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

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

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

LABORATORY

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

AUGUST 2020 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD ₅	2.0 mg/L	25 mg/L	15 mg/L	11.4 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	2.5 mg/L	25 mg/L	15 mg/L	14.2 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.17 mg/L	1.0 mg/L	0.9 mg/L	0.96 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	6.77 mg/L 4.79 mg/L					
Total Cl ₂ Residual		<0.01 mg/L (when in use)				
E-Coli		11.5 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 6.7 to 7.1; average pH was 7.0		
Temperature degrees C				Temperatures ranged from 16.5 to 17.5 C; average temperature of effluent was 17.0 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 August was 5641 m³/day. This represents 63% of the design average flow. Total treated flow for the month was 174870 m³.

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

MAINTENANCE

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

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Drained and inspected teacup, hosed snail
- Replaced ruptured polymer line and cleaned polymer injection check valve
- Cycled power to the repeater radio at the water plant
- Replaced pump tubing on effluent automatic sampler

Pump Stations:

- Ran gensets
- Changed seal water strainers
- Reset PLC and Milltronics controller at Church Street lift station

PROCESS AND OPTIMIZATION ISSUES

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 89.9 m³ (9 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 17.7% TS for the month but slump test results from the landfill site have not been provided. The Fournier press ran for 90 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 465 (x 180 multiplier) kWh.
The Fournier press has been operated 1036.2 hours in 2020.

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)

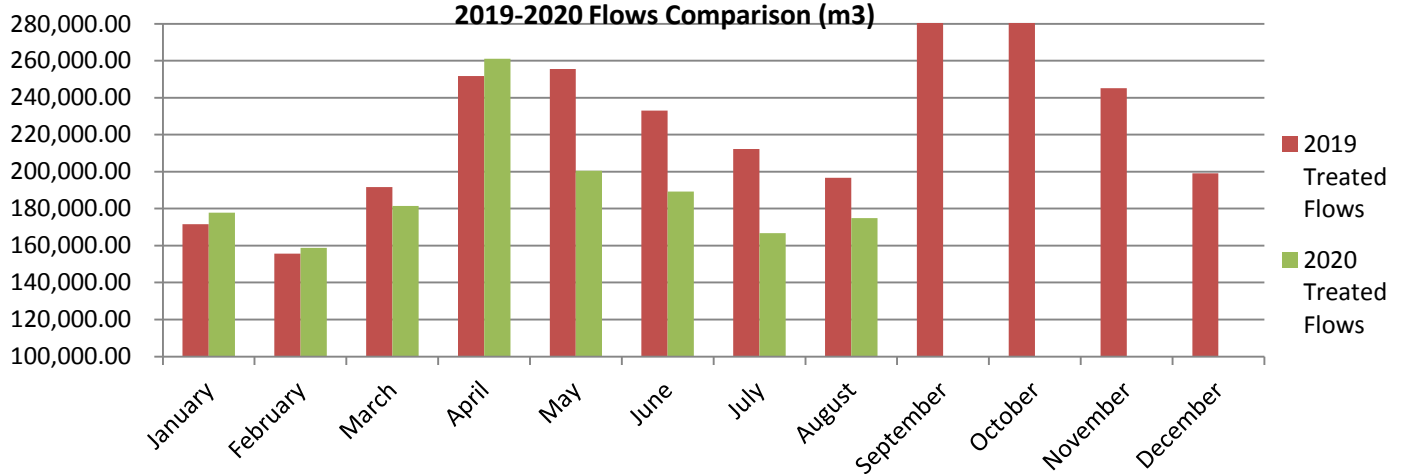
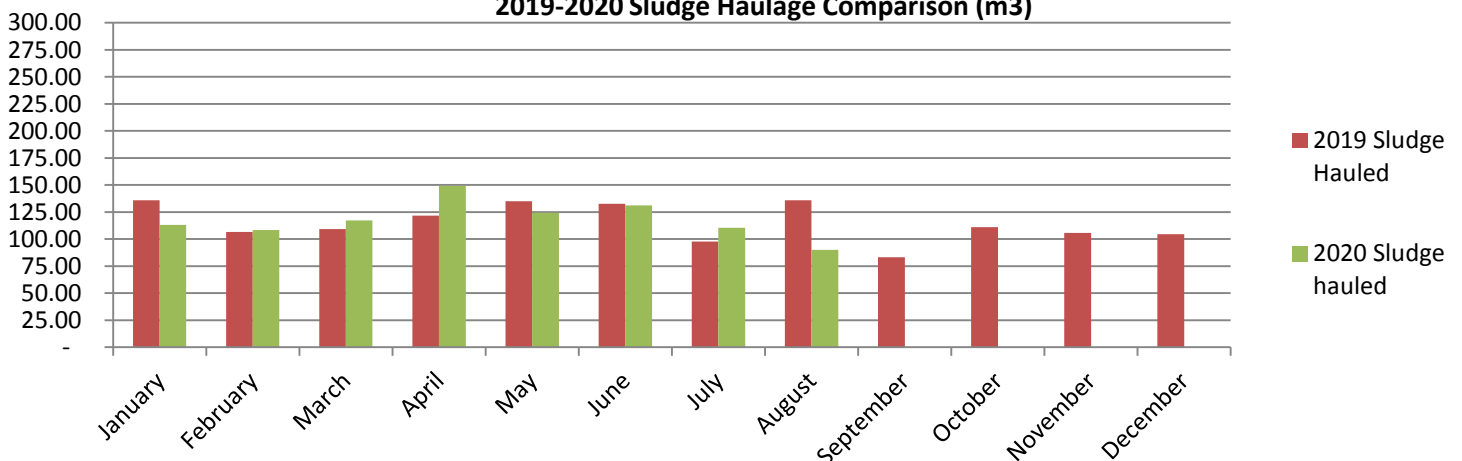
2020 Fort Frances Wastewater

Month	Sewage Flows Year 2020						Removal Efficiency		
	Avg. Day Flow m3	Max Day Flow m3	Total Treated Volume ML	Total Bypass Volume ML	Total Volume ML	Usage % Plant Capacity	Calculated Volume Hauled M3	Sludge Bins Hauled	CBO D5 0.9627347 Suspended Solids 0.973409383 Total Phosphorus 0.947396387
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	5641	8831	174870		174870	63%	89.9	9	
September						0%			
October						0%			
November						0%			
December						0%			
Sum				0	1510484		943.6	95	
Average	6195		188811		188811	63%	118.0	11.9	
Max		12162	261159		261159			15	
ECA	9000	18000							

	BOD5/CBOD5						Suspended Solids						Total Phosphorus						Nitrogen						E. Coli		pH	
	Avg. Raw BOD (mg/L)	Avg. Eff. CBOD (mg/L)	Avg. Load CBOD (kg/day)	Avg. Raw S.S (mg/L)	Avg. Eff. S.S (mg/L)	Avg. Load S.S (kg/day)	Avg. Raw T.P (mg/L)	Avg. Eff. T.P (mg/L)	Avg. Load T.P (kg/day)	Avg. Raw TKN (mg/L)	Avg. Eff. Total N (mg/L)	Geo Mean Counts /100ml	Monthly Minimum	Monthly Maximum														
January	92.6	2.9	16.4	167.8	4.9	28.2	2.59	0.14	0.82	16.2	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	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	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	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	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	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	10.0	6.9	7.1														
August	82.4	2.0	11.4	186.8	2.5	14.2	2.46	0.17	0.96	17.3	6.8	11.5	6.7	7.1														
September																												
October																												
November																												
December																												
Average	87.2	3.3	15.4	155.6	4.1	26.2	2.4	0.12	0.77	17.4	11.0	25.0	6.8	7.2														
Max	112	9	24.2	186.8	5.3	45.8	3.4	0.17	0.96	21.9	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	174,870.00	-13%	136.00	89.90	-34%
September	315,918.00		#DIV/0!	83.10		-100%
October	441,076.00		#DIV/0!	111.10		-100%
November	245,097.00		#DIV/0!	105.70		-100%
December	199,047.00		#DIV/0!	104.50		-100%
Totals	2,869,478.00	1,510,484.00	-90%	1,379.20	943.60	-32%

2019-2020 Flows Comparison (m3)**2019-2020 Sludge Haulage Comparison (m3)**

Workorder Summary Report

Report Start Date: Aug 1, 2020 12:00 AM
Report End Date: Aug 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
1860739			1103, Fort Frances WPCP	OPER	Inspection	1	MONTHS	Grass Cutting at Wastewater Treatment (1m) 1103	COMP	8/1/20 12:00 AM	8/29/20 09:00 AM	8/30/20 03:00 PM	Cut Grass at plant -Cut grass at plant Cut grass -I cut grass at fifth street lift station and central lift station.
1868405	0000227376	PANEL ALARM/DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	8/1/20 12:00 AM	8/31/20 11:00 AM	8/31/20 12:00 PM	
1868409			1103, Fort Frances WPCP	PM	Refurbish/Replace/Repair	1	MONTHS	Diesel Gensets Inspection/Functional Tests (1m) 1103	COMP	8/1/20 12:00 AM	8/16/20 01:00 PM	8/16/20 03:00 PM	Monthly Genset Maint. -I ran all gensets 1 hour under load.
1868425			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	8/1/20 12:00 AM	8/31/20 07:00 AM	8/31/20 08:00 AM	Monthly H&S -No issues this month.
1868436			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	8/1/20 12:00 AM	9/4/20 02:06 PM	9/4/20 02:06 PM	
1868769			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	8/1/20 12:00 AM	8/30/20 01:00 PM	8/30/20 02:00 PM	Monthly Blowers -I greased all blowers and checked air filters.
1868777	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	8/1/20 12:00 AM	8/28/20 01:00 PM	8/28/20 02:00 PM	Teacup Inspection -I inspected the teacup and found minimal debris.
1872318	0000227434	PUMP CENT VERTICAL NON CLOG SEWAGE P1 CENTRAL	1103, Central Ave Pumping Station, Process	CALL	Refurbish/Replace/Repair	0		Lift Stion Info 1103	COMP		8/6/20 08:07 AM	8/6/20 08:15 AM	Town Requesting LS Flows -I received a text from Craig Miller requesting flows of lift stations and plant. I arrived at the plant and noticed normal conditions so I then relayed this information to Craig to further his search of over use of water at the tower and plant.
1875027			1103, 5th St. Pumping Station, Facility	CALL	Refurbish/Replace/Repair	0		Communications Fault Fifth Street Call in 1103	COMP		8/26/20 05:45 AM	8/26/20 06:30 AM	Communications Fault Fifth Street Call in 1103 -At 0545 hours I was called for a Fifth Street communications fault. The fault would not clear on SCADA so I went and checked the stations, which were fine. The communication was restored once power was cycled to the repeater radio on the water plant.

Workorder Summary Report

Report Start Date:

Aug 1, 2020 12:00 AM

Report End Date:

Aug 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

September 2020 Building Statistics

Permit #	Owner Address	Property Address	Legal Description	Work Description	Value
PRM-2020-0055	P.O. Box 15	814 SCOTT ST	PALB W PT LOT 411 PCL 1593	Demolish existing commercial/residential building	\$50,000.00
PRM-2020-0071	RR #1 RMB #277	515 MOWAT AV	M68 BLK 6 LOT 18 PLAN SM 80;BLK A N31.17 FT LT B PCL;16788 & S32.33 FT LT B PCL;3686 & 48R3790 PT1 PCL6-18-4	Construct accessory dwelling unit behind commercial use at 525 Mowat Ave. Construct 8' by 13' and 6.5' by 11' front attached covered deck Construct 8' by 11' enclosed front porch Construct 12' by 12' front sun room	\$50,000.00
PRM-2020-0072	718 RIVERVIEW DRIVE	718 RIVERVIEW DR	PLAN SM157 LOT 31 PCL16813	Construct 7' by 8' enclosed rear porch	\$0.00
PRM-2020-0073	1305 IDYLWILD DR	1305 IDYLWILD DR	PSM88 LOT 18 PCL 20146 PLAN RR 586 PT 1 PCL BLK A-1;4 SEC SM 81 RP 48R2298 PART;2 PT PART 1 PCL BLK 1-6 SM;143	Demolish accessory building	\$1,000.00
PRM-2020-0074	411 COLONIZATION RD E	1305 MILL RD	PLAN SM164 LOT 2 & 3 PCLS;13489 & 13699	Demolish mobile home (8 Maple Drive)	\$2,500.00
PRM-2020-0076	1004 CHRISTIE AV N	1004 CHRISTIE AV N	PSM88 LOT 18 PCL 20146	Remove and reconstruct second storey	\$20,000.00
PRM-2020-0077	1305 IDYLWILD DR	1305 IDYLWILD DR	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 *	Construct a 34' by 30' addition to existing accessory building	\$50,000.00
PRM-2020-0078	Box 365	0 N MILL COMPLEX PC		Demolish and relocate to different site 20' by 20' prefabricated steel strucutre	\$200.00
PRM-2020-0079	1530 King's Highway	1530 KINGS HW	RIV R E PT LOT 46 PCL 10668	Construct a 20' by 20' prefabricated accessory building - relocated from mill site	\$1,000.00 174700