

# TOWN OF FORT FRANCES

## AGENDA - JUNE 25, 2012

### COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers

(Session No. 60) 5:30 p.m. to 7:25 p.m.

Page

#### **Call to Order**

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

**Disclosure of pecuniary interest and the general nature thereof.**

**In-Camera: 5:32 p.m. to 6:45 p.m.**

- 4.1 Agency 1. W. Derksen, (Town solicitor will be in attendance [see also additional attached]).
- 4.2 Potential Property Disposition.
- 4.3 Application to Boards and Committees - Fort Frances Sustainability Strategy Steering Committee.

#### **Non-agenda in-camera items**

**Public Session Resumes in Council Chambers: 6:50 p.m.**

**Consent Agenda: 6:52 p.m. to 7:00 p.m.**

- 7.1 Canadian Tire - 1000 King's Highway - Site Plan Control - Proposal for Compensation. 4-6
- 7.2 Renewal Agreement with Melaire Ltd. and 427112 Ontario Ltd. 7
- 7.3 Revisions to Standard Operating Procedures for Emergency Events- Drinking Water System. 8-24
- 7.4 Tender No. 12-OF-07-Three Year Supply & Delivery of Granular Materials. 25-27

**Consent Agenda: 6:52 p.m. to 7:00 p.m.**

- |     |   |       |
|-----|---|-------|
| 7.5 | New Funeral Burial and Cremation Services Act, 2002-Effective July 1, 2012.                               | 28-60 |
| 7.6 | 2012 Appointment of the Emergency Management Program Committee and the Municipal Emergency Control Group. | 61-65 |
| 7.7 | 2012 Rescue Vehicle Tender.   | 66-67 |
| 7.8 | Canteen Request for Proposal - Tender 12-CS-05.   | 68-69 |

**Administration and Finance Division: 7:01 p.m. to 7:03 p.m.**

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|-----|---|-------|
| 8.1 | 2011 Municipal Performance Measurement Program Results. | 70-99 |
|-----|---|-------|

**Community Services Division: 7:03 p.m. to 7:08 p.m.**

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|-----|---|---------|
| 9.1 | Ministry of Transportation (Ontario) - Letter of Agreement re: Dedicated Tax Funds for Public Transportation Program. | 100-141 |
| 9.2 | Community Museum Operating Grants (CMOG) 2012-2013.   | 142-161 |

**Planning and Development Division: 7:08 p.m. to 7:13 p.m.**

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|------|---|---------|
| 10.1 | Official Plan Update - Ministry of Municipal Affairs and Housing Approval with Modifications. | 162-170 |
|------|---|---------|

**Operations and Facilities Division: 7:13 p.m. to 7:18 p.m.**

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|------|----------------------------|--|
| 11.1 | Update on Capital Projects |  |
|------|----------------------------|--|

**Information:**

- |      |   |         |
|------|---|---------|
| 12.1 | Building Department Statistics Canada Report for the period May 1-31, 2012. | 171-174 |
|------|---|---------|

**Information:**

12.2	Town of Fort Frances Operations Statistics (Public Works) dated April 2012.	175-179
12.3	2012 Operations & Facilities Division Capital Program as of May 31, 2012.	180-181
12.4	Fort Frances Wastewater Treatment Facility May 2012 Monthly Report.	182-187
12.5	Town of Fort Frances General Fund (Operating) Actuals; Water and Sewer (Operating) Actuals; Capital Fund Budget vs Actual as at May 31, 2012.	188-196
12.6	Administration and Finance Department Stats for the period ending May 31, 2012.	197-198
12.7	May 2012 Complaint Register (see attached).	

**Non-agenda items: 7:20 p.m.**

# REPORT

To: Mayor and Council  
 From: Faye Flatt, Municipal Planner  
 Date: 20 June 2012  
 Re: Canadian Tire – 1000 King's Highway  
 Site Plan Control – Proposal for Compensation

Municipal Planner  
 Report #2012-008

**Purpose:**

The purpose of this Report is to outline the progress thus far on this development and seek direction in regards to compensation for additional time by staff above and beyond time normally spent on a development matter.

**Consideration:**


In 2003 Canadian Tire demolished and reconstruct its building at 1000 King's Highway. The development was subject to Site Plan Control and a standard agreement, including security filed to ensure compliance. The building was completed within a reasonable period of time but because of deficiencies in the site works the agreement remained open and the security filed was not reduced until recently.

The basis for user fees for planning applications are to cover staff time and disbursements to process and complete a matter. In this instance the file remained open for more than 8 years with both Doug Herr and I contributing a significant amount of time over and above the expected. He and I have discussed this matter and agree that it is appropriate to seek compensation from the developer to cover this additional time. A memo providing more detail on the background of this issue was prepared for and considered by the Planning & Development Executive Committee (PDEC) at its meeting held June 18, 2012 and is attached herewith for your information.

**Conclusion:**

The Planning & Development Executive Committee supported the concept of compensation and discussed various amounts and options without conclusion. As this issue is not something the Town has done or considered doing before, the recommendation from PDEC is that negotiations be opened with Canadian Tire to determine a compensation amount to be taken from the security filed for the development.

Respectfully Submitted



F. Flatt, AMCT, ACST, CPT  
 Municipal Planner

**RECOMMENDED**  
**PLANNING & DEVELOPMENT**

DATE: 2012 June 21  
 DIV. MNG. R. Hallam  
 EXECUTIVE COMM. R. Hallam

**Council Approval of this Report Will:** Authorize the Municipal Planner to negotiate compensation with the developer and to collect same from the security filed for the development.



# Memo

**To:** Planning and Development Executive Committee  
**From:** Faye Flatt, Municipal Planner  
**Date:** 14 June 2012  
**Subject:** Canadian Tire – Site Plan Control Agreement

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In 2003 Canadian Tire brought forward a proposal to construct a new commercial retail building on property northwest of the original store. Pursuant to the applicable policies of the Official Plan the development was subject to site plan control and an agreement. The agreement was finalized in September and By Law #58/03 enacted to authorize it.

Although the construction of the building and site servicing aspects of the development was completed in a relatively short period of time, there were a number of deficiencies that had to be corrected prior to the reduction of the Letter of Credit that was filed as security for the project. The most significant one being the reverse installation of servicing main in the McIrvine Road allowance. In addition, staff changes added further delay and frustration to the process.

Although the majority of documentation required to complete the file was received in the latter part of 2006 it wasn't until May of this year (8 1/2 years later) that we felt comfortable enough to reduce the LC from the original amount of \$644,500 to \$75,000 with the only outstanding issue being the "as-built" drawings. The balance represents 10% of the original amount plus an additional amount to cover the cost of the asbuilts. Pursuant to the terms of the site plan agreement the balance will be held for one year when a final inspection will be conducted. If no further deficiencies are identified at that time the security will be released.

In discussing this issue and the considerable delays and problems the Town has experienced over the years, Doug Herr and I are in agreement that the original planning fee of \$500.00 barely scratches the surface of time staff has expended on this file. For almost 6 years he and I communicated with one party or another trying to put

the last piece of the puzzle in place and both feel that given the circumstances, it is reasonable that the Town be compensated for the additional time.

The Town User Fee By-Law (#67/11) provides the opportunity to recoup costs (ie Land Titles, OMB, Solicitor or Planner's fees) that are over and above those anticipated.

Respectfully,



N. Faye Flatt, AMCT, ACST, CTP  
Municipal Planner



June 11, 2012

Report To: Mayor & Council

From: Doug Brown, Manager Operations & Facilities

**SUBJECT: Airport Facility – Commercial Hangar-Renewal of Hangar Lot Lease Rate with Melaire Ltd. and 427112 Ontario Ltd. for a Five (5) Year Term.**

The hangar lot lease agreement is for a 25-year term with the lease rate to be renegotiated every five (5) years. The original hangar land lot agreement with Melaire Ltd. and 427112 Ontario Ltd. (Fort Frances Air) commenced on June 1<sup>st</sup>, 2002 and May 15, 1987 respectively. The existing 2012 rate for land lease for commercial hangar is \$ 1.77 per square metre. Melaire Ltd's lot is 300 square metres in size where 427112 Ontario Ltd. lot size is 900 square metres.

It is recommended by the Operations & Facilities Executive Committee that Council renew the hangar lot lease rate with Melaire Ltd. and 427112 Ontario Ltd. at \$ 1.77 per square metre for the next five (5) years and that the Mayor and Clerk will be authorized to execute the updated lease rate agreement on behalf of the Corporation.

Respectfully submitted,  
Operations & Facilities Division

*Doug Brown P.Eng*

Doug Brown, P. Eng.  
Manager Operations & Facilities

RECOMMENDED

JUN 12 2012  
DIV. MNG. *Doug Brown*  
EXECUTIVE COMM. *R. Redenbach*

**Council approval of this report will** ensure that Council renews the hangar lot lease rate with Melaire Ltd. and 427112 Ontario Ltd. at \$ 1.77 per square metre for the next five (5) years and that the Mayor and Clerk will be authorized to execute the updated lease rate agreement on behalf of the Corporation.

2012JuneHangarLeaseMelaire

June 13, 2012



Report To: Mayor and Council

From: Doug Brown, Manager of Operations & Facilities

**SUBJECT: Revisions To Standard Operating Procedures for Emergency Events – Drinking Water System**

The Town's DWQMS Team has been preparing for an external auditor of the Town's Drinking Water Quality Management System in the near future. Recently, the Water Operators and Management of the water system reviewed the Emergency Response Binder in detail. As a result of this review process, four (4) of the six (6) standard operating procedure policies outlined in the binder need to be revised. At this point in time, Council approval is required of these documents as they are policies.

Please find attached for your review and endorsement the following policies;

- 1) **Revised** Policy 4.15 - SOP No. 3 - for water main breaks and repairs
- 2) **Revised** Policy 4.6 - SOP No. 4 - for the breakdown of equipment at Water Treatment Plant
- 3) **Revised** Policy 4.5 - SOP No. 5 - for hydropower outage for operating the water system.
- 4) **Revised** Policy 4.4 - SOP No. 6 - for raw water source contamination

It is recommended that the Operations & Facilities Executive Committee that the following revised Standard Operating Procedure policies be reviewed by Council and approved for use;

- **Revised** Policy 4.15 – SOP No. 3 - for water main breaks and repairs
- **Revised** Policy 4.6 - SOP No. 4 - for the breakdown of equipment at Water Treatment Plant
- **Revised** Policy 4.5 - SOP No. 5 - for hydropower outage for operating the water system.

- **Revised** Policy 4.4 - SOP No. 6 - for raw water source contamination

Respectfully submitted,  
Operations & Facilities Division

*Doug Brown P. Eng.*

Doug Brown, P. Eng.  
Operations & Facilities Manager

**RECOMMENDED**

JUN 13 2012

DIV. MNG.

*Doug Brown*

EXECUTIVE COMM.

*R. Widenhoff*

**Council approval of this report will** ensure that the Town will approve the revised policies within the Operations & Facilities Division;

- **Revised** Policy 4.15 – SOP No. 3 - for water main breaks and repairs
- **Revised** Policy 4.6 - SOP No. 4 - for the breakdown of equipment at Water Treatment Plant
- **Revised** Policy 4.5 - SOP No. 5 - for hydropower outage for operating the water system.
- **Revised** Policy 4.4 - SOP No. 6 - for raw water source contamination

2012JuneWaterSystemPolicies

<b><u>The Town of Fort Frances</u></b>	<b>SECTION OPERATIONS &amp; FACILITIES</b>
<b><u>STANDARD OPERATING PROCEDURE NO.3 FOR WATER MAIN BREAKS AND REPAIRS</u></b>  <b><u>POLICY</u></b>	<b>NEW:</b> December 2004 <b>REVISED:</b> June 2009, December 2009, June 2012
Resolution No. (consent) 06/12	Supercedes Resolution No. 371 (Consent) 12/09
Policy Number: 4.15	<b>PAGE 1 of 5</b>

**1. PURPOSE:**

In the event of a water main break, Town Employees will adhere to the following policy.

**2. RESPONSIBILITY:**

All individuals in the Operations & Facilities Division workforce, at all levels and functions, which are responsible for providing and delivering water services to the community.

**3. PROCEDURE:**

- A. Once the Operations & Facilities Manager or his designate is notified that there is a possibility of a water main break, he/she will notify the Environmental and Facilities Superintendent in-charge of the possible break.
- B. The Environmental and Facilities Superintendent will direct the Water Distribution System Operators to isolate the water distribution system by turning the main line isolation valves to the "off " position above and below the break area.
- C. An inspection of the break site will occur with the Environmental and Facilities Superintendent and the Water Distribution System Operators to assess the situation and develop a work plan to address the break. Such items to be discussed are; the size of work crew, equipment requirements, notification requirements and necessary materials etc.
- D. Once the work plan has been finalized, immediate notification of the situation and disruption of service to the affected customers will take place. The work crew will deliver the "Notice To Water Customers" form to the customers.
- E. The Environmental and Facilities Superintendent/Water Distribution System Operator will notify the Water Treatment Plant Senior Operator of the break situation. The contact numbers are as follows; regular business hours – **274-2325**, after hour cellular number – ORO is 275-8733 or Alternate ORO – 275-5215.

- F. Either the Environmental and Facilities Superintendent or the Water Distribution Operator will contact the Public Utilities for locates prior to excavating the break. The contact numbers are as follows;
- i. Ontario-1-Call 1-800-400-2255 (Union Gas, FFPC, Bell & Ontario Hydro, EFG Gas Transmission Company))
  - ii. Shaw Cable (TV) – 274-5522 (not part of Ontario-1-Call)
  - iii. TBay Tel – 684-8344 (not part of Ontario-1-call)
- G. Prior to excavating, the Environmental and Facilities Superintendent will personally notify:
- The Northwestern Health Unit (NWHU) – **1-807-274-9827** by telephone when customer will be without water or when there is a potential for cross contamination.
  - The Ministry of the Environment, Kenora Area Office – **1-807-468-2718** by telephone when customer will be without water or when there is a potential for cross contamination.
  - The Ministry of Labour by telephone (**1-800-461-7268**) or by fax (**1-807-475-1646**) of the excavation and obtain an excavation authorization number.
- H. If traffic is to be effected during the repair, the Water Distribution System Operator shall put together a Traffic Protection Plan in accordance with Book 7 of the Ontario Traffic Manual (OTM). Contact is to be made with the following if the roadway is to be closed:
- i. Fire Department – 274-9841
  - ii. Ambulance – 274-3261 or 1-800-463-7502
  - iii. Police (OPP) – 274-3322 or 1-888-310-1122
- I. Communication to the Public by means of announcements on the local radio station, B 93.1 FM to inform the citizens of the situation and to avoid the work area where possible.
- J. Once all notifications, locates and approvals are in place, the necessary equipment and labour will be assembled at the break site.
- K. Commence excavating the break.
- L. Expose the break in the water distribution system to determine what repairs, parts or materials are required.
- M. Prior to cutting or disconnecting any parts on the existing water distribution system, the exposed piping will be thoroughly cleaned to ensure that it is free of soil, foreign materials or any contaminates. If for some reason the existing piping has been exposed to wastewater (raw sewage) the piping will be completely disinfected using straight Javex (minimum 6% Sodium Hypochlorite) prior to disassembling the piping.
- N. Once all the repair parts have been determined they will be disinfected using Javex (minimum 6 % Sodium Hypochlorite). Once disinfected, the parts will be stored in sealed plastic bags to ensure no contamination occurs. The parts will be removed from the sealed bags in the bottom of the excavation once they are ready to be installed.

- O. Workers will prevent contamination of the existing piping and repair parts by using rubber or latex gloves.
- P. Once the repair is complete, all users downstream of the break will be officially notified using a standardized notification form that their property has been put on a Drinking Water Advisory until water results are received indicating the water is safe for consumption.
- Q. The isolated section of water main is to be flushed by discharging water from the nearest fire hydrant. Water will be discharged from both sides of the break. Each side will be flushed independently of the other to ensure no isolated water is allowed to be contained in the system prior to putting the water main back into service.
- R. Four (4) water distribution bacteriological samples will be taken by the Water Distribution System Operator/Water Treatment Operator immediately at the break area in the system;
  - i. Upstream of the break section
  - ii. Downstream of the break section
  - ii. Two at the nearest services to the break.

The water samples will be sent to an accredited laboratory for analyzes. Presently, the accredited laboratory is ALS Laboratory Group in Thunder Bay.

Note: Two consecutive sets of samples collected minimum of 24 hours apart must test "negative" for bacteria before the drinking water advisory is lifted.

- S. Once water samples are received indicating that the water is safe for consumption, the customers who received the initial advisory will be officially notified, "Lifting of the Drinking Water Advisory" form that the water is safe for consumption.
- T. All pertinent information regarding the break will be logged by the Water Distribution System Operator in the water distribution logbook. Also, information will be recorded in the GIS database.

References:

*Standard Operating Procedure for Flushing of Water Mains..... Policy No. 4.7*  
*Standard Operating Procedure for Disinfection of Water Mains..... Policy No. 4.8*  
*Standard Operating Procedure for Bacteriological Testing of Water Mains..... Policy No. 5.0*  
*AWWA Standard for Disinfecting Water Mains.....C651-99*

**EFFECTIVE STARTING: \_\_\_\_\_**  
**DRINKING WATER ADVISORY (DWA)**  
Town of Fort Frances Public Works

This Drinking Water Advisory is issued as a **precautionary measure** due to the repairs on the water distribution system, which may have allowed the possibility of the water distribution system to become contaminated. An advisory does not mean that the water is contaminated, but rather that it could be contaminated; the water quality is unknown, customers should assume that the water is unsafe to drink and take the following appropriate precautions:

1. Once water pressure is returned, please run your cold water tap to remove all discolouring. Please refrain from washing clothes/dishes and bathing during this period of time or until the water is clear.
2. Boil all water vigorously for at least one full minute prior to using for drinking or cooking (the minutes start when the water begins to bubble); wait for the water to cool before using it, or store it in the refrigerator in a clean container. Boiling removes harmful bacteria in the water that may cause illness. You should throw away ice made during the time of the advisory as freezing does not kill the bacteria.
3. Boil water to be used for other activities where it may be ingested, including:
  - a. brushing teeth or soaking false teeth
  - b. washing fruits and vegetables
  - c. food or drink which will not be subsequently boiled
  - d. ice cubes
  - e. water for pets

Water samples have been taken near the break site. These water samples have been sent to an accredited laboratory (ALS Laboratory Group in Thunder Bay) for analysis. Once the results from the laboratory analysis have confirmed that the water is safe for consumption, affected customers will be notified. Notification of test results may take approximately five (5) business days.

If you require any additional information, please contact the following:

Douglas Herr,  
Environmental and Facilities Superintendent  
Town of Fort Frances, Public Works  
807-274-9893  
after hours trouble line: 807-274-9516

Date Issued:

**LIFTING OF THE DRINKING WATER ADVISORY  
Town of Fort Frances Public Works**

The Drinking Water Advisory issued as a precautionary measure due to repairs on the water distribution system has been lifted.

Water samples previously sent in to an accredited laboratory (ALS Laboratory Group in Thunder Bay) for analysis has confirmed that the **water is safe for consumption**.

Prior to resuming normal day to day water activities, you should do the following:

1. Run cold water faucets for one (1) minute before using the water.
2. Run drinking water fountains one (1) minute before using the water.
3. Flush all garden hoses by running cold water through them for one (1) minute.
4. Run water softeners through a regeneration cycle.
5. Drain and refill hot water tanks.

Thank you for your co-operation in regard to this matter.

If you have any questions or require additional information please contact the undersigned.

Douglas Herr,  
Environmental and Facilities Superintendent  
Town of Fort Frances, Public Works  
807-274-9893  
After hours trouble line: 807-274-9516

Date: \_\_\_\_\_

Time: \_\_\_\_\_

<i>The Town of Fort Frances</i>	<b>SECTION</b>
	OPERATIONS AND FACILITIES
<b><u>STANDARD OPERATING PROCEDURE NO. 4 - FOR THE BREAKDOWN OF EQUIPMENT AT THE WATER TREATMENT PLANT</u></b>	<b>NEW:</b> July 2004 <b>REVISED:</b> June 2009, December 2009, June 2012
<b><u>POLICY</u></b>	
Resolution No. (consent) 06/12	Supercedes Resolution No. 371 (Consent) 12/09
Policy Number 4.6	<b>PAGE 1 of 2</b>

**1. PURPOSE:**

In the event of a major breakdown of a piece of equipment has occurred at the Water Treatment Plant, the Town employees will adhere to the following policy.

**2. RESPONSIBILITY:**

All individuals in the Operations & Facilities Division workforce, at all levels and functions, which are responsible for providing and delivering water services to the community. Mainly, the first Water Treatment Plant Operator who becomes aware that a major breakdown of a piece of equipment has occurred at the water treatment plant and the Operations & Facilities Division Management once aware of the situation.

**3. PROCEDURE:**

**A. Background Information for Equipment Breakdown situation at the Water Treatment Plant** – The Town's ability to manufacture or produce treated water will not be crippled, but the rate at which treated water is manufacture or distributed could be reduced if a major breakdown of a piece of equipment occurs. There is sufficient capacity and duplication of equipment throughout the entire water treatment process and a well-stocked supply of spare parts to address equipment breakdowns. Plus the fact that the Water Treatment Plant Operators have the ability to manufacture treated water in manual mode without the aid of the computer control system. The following step by step procedure will be adhered in the event that a major breakdown of piece of equipment occurs within the Water Treatment Plant;

- The Water Treatment Plant (W.T.P) Operator by way of a routine inspection or by means of a computer control system alarm will become aware that a major piece of equipment has malfunctioned.
- The Water Treatment Plant Operator will isolate the malfunctioning piece of equipment from the water treatment process, if not already isolated by the computer control system.
- The Water Treatment Plant Operator will assess with other Water Treatment Plant Operators on duty to determine if the piece of equipment that has malfunctioned and failed is due to a mechanical, electrical and/or control concern.
- The following factors will determine the urgency in having the malfunctioning equipment repaired and bought back on line;
  - **Water Demand Season** – high (May to September) or low (October to April)

demand period

- **The amount of stored treated water in the storage facilities (Water tower and reserves at the Water Treatment Plant)**
  - **The capacity or rate at which the Water Treatment Plant can manufacture or produce treated water**
- 
- If the equipment breakdown occurs during a **high** demand season and the stored volume of water is below 60 % (5280 cu. meters) of maximum stored capacity (8800 cu. meters) and the Water Treatment Plant can only manufacture water at 75% (148 l/s) of the maximum capacity (196.76 l/s) , the water treatment plant operator will contact Operations & Facilities Division Management and inform him/ her of the situation and address the equipment breakdown immediately.
  - The Town has retained the following service companies who can immediately address emergency failure of equipment at the Water Treatment Plant;
    - i. **Electrical Contractor** – Gord Galbraith Home # - 274-7801, Shop # 274-2445 and cellular # 275-9527.
    - ii. **Mechanical/Heating/Plumbing Contractor** – Prydes Plumbing & Heating Inc. Scott Pryde Home #274-7801 Shop # 274-9458 & Cellular # 275-9597 or Keith Caul Cellular # 275-9596.
    - iii. **Instrumentation & Process Control Contractor** – Lakeside Process Controls Ltd. Staff at 204-631-0708 & 204-633-9197.

The Water Treatment Plant Operator in consultation with Operations & Facilities Division Management will assess the failure and determine if one or more of the above mentioned service contractors would be contacted to address the equipment failure.

- Depends on which day of week the failure occurs, additional Water Treatment Plant Operators or additional manpower resources may be also required to assist with repairing the faulty equipment. For example, additional manpower is required to replace and install a high lift pump when there is only one Water Treatment Plant Operator on duty. The Water Treatment Plant Operator in consultation with Operations & Facilities Division Management will determine what additional resources are required.
- The faulty equipment will be repaired or replaced.

<i><b>The Town of Fort Frances</b></i>	<b>SECTION</b>
<u><b>STANDARD OPERATING PROCEDURE NO. 5 FOR HYDRO POWER OUTAGE FOR OPERATING THE WATER SYSTEM</b></u>	<b>OPERATIONS AND FACILITIES</b>
<u><b>POLICY</b></u>	<b>NEW:</b> July 2004 <b>REVISED:</b> June 2009, December 2009, June 2012
Resolution No. (consent)	Supercedes Resolution No. 371 (Consent) 12/09
Policy Number 4.5	<b>PAGE 1 of 4</b>

**1. PURPOSE:**

In the event of a power outage occurs at the Water Treatment Plant, the Town Employees will adhere to the following policy.

**2. RESPONSIBILITY:**

All individuals in the Operations & Facilities Division workforce, at all levels and functions, which are responsible for providing and delivering water services to the community. Mainly, the first Water Treatment Plant Operator to arrive at the Water Treatment Plant and Operations & Facilities Division Manager or his designate once aware of the situation.

**3. PROCEDURE:**

A. Water Treatment Plant Operator - the following step by step procedure shall be followed in order to address a Power outage at the Water Treatment Plant;

- Activate the back-up emergency diesel drive fire pump unit and ensure it is functioning properly.
- The Town's ability to produce or manufacture water has been eliminated, thus the conservation of the existing stored water is a priority. Also the amount of water from the clear wells or reserve at the Water Treatment Plant to be supplied to the water distribution system is limited by the utilization of only one distribution (high lift) pump. As a result of these factors, the Water Treatment Plant Operator should determine the existing volume which is contained in both the clear wells at the Water Treatment Plant and the Water Tower.
- Contact the Fort Frances Power Corporation (F.F.P.C.) via the emergency number 911 to determine the duration of the power outage, if longer than 24 hours, the Water Treatment Plant Operator should consider issuing a emergency water restriction notification based on the existing volume stored within the storage facilities and seasonal demand period.

- If all three factors exist, an emergency water restriction will be issued;
  - a) During high demand period – May to September
  - b) The stored volume is below 60% (5280 cu. meters) of the maximum storage capacity (8800 cu. meters)
  - c) The Hydro power outage will be longer than 24 hour period
- Contact the Operations & Facilities Division Manager or his designate immediately – part of the Community Control Group – Call the Fire Hall at 911 or 274-9841.
- Communicate to the Public by means of radio announcements via the three local radio stations. Fax the following message (See attached Appendix “A”)
  - B 93.1 FM Station Phone # 274-5341, Fax No. 274-2033
  - International Falls Radio Station KGHS 1230 AM (phone # 218-283-3481 & KSDM 104.1.0 FM Phone # 218-283-2622 same Fax No. 218-283-3087
- Start to monitor and record the water level in the Water Tower.
- If the Water Tower goes below 5.74 meters (47%), then the Water Treatment Plant Operator will manually close the Water Tower isolation valves in order to maintain an adequate water supply for fire protection. Remain at the Water Tower until support manpower arrives.

**B. MANAGEMENT:**

- i. The responsibilities of the Operations & Facilities Division Manager or his designate is as follows:
  - Activate the assembling of the Community Control Group
  - Start the process of coordinating the provision of emergency potable water supply for the community. Lists of possible suppliers are contained in the emergency response binder.
  - Assist in coordinating resources to aid the water treatment plant operator in maintaining the stored water in the distribution system.
  - Establish the location(s) where potable water will be distributed.
  - Once the location where the emergency potable water supply is established, notify the public through radio announcements the availability of the potable water supply. See appendix “B”

**Appendix "A"**  
**Radio Announcement**  
**For Emergency Water Restriction**

Please be advised that an emergency water restriction as of (Date) \_\_\_\_\_ at \_\_\_\_\_AM or PM is now in affect for the citizens of Fort Frances and Couchiching First Nation. As a result, all water customers are asked to not use any water from their taps or the water distribution system.

The Town has approximately one-day supply of water stored in the Water Tower and clear well reserves at the Water Treatment Plant. The Town is unable to produce or manufacture water from the Water Treatment Plant at this point in time. It is essential that the citizens do not use this water in order to have a supply of water available for fire fighting purposes. The Town requires your cooperation. Also if the citizens of both communities do not adhere to the water restriction, the Town will take appropriate action to preserve the existing stored water, thus customers may experience a loss in water pressure.

The Town is making arrangements to have a supply of bottle potable water brought to the Community. The exact location where the bottled water will be distributed from is yet to determined at this point in time. Also the duration of the emergency water restriction is unknown. Please stay tuned to your radio station for further up-dates on this matter. The Corporation of the Town of Fort Frances would like to thank you in advance for your assistance in adhering to the emergency water restriction.

**Appendix "B"**  
**Radio Announcement**  
**Where Emergency Bottled Water is available**

As a result of the Emergency Water restriction issued on \_\_\_\_\_ at \_\_\_\_  
AM or PM for the citizens of Fort Frances and Couchiching First Nation. Bottled water is  
available at the following locations;

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

From \_\_\_\_\_ am to \_\_\_\_ pm.

In regards to the water restriction it will be in affect for at least \_\_\_\_ day(s). Please stay  
tune to your radio station for further up-dates on this matter. The Corporation of the  
Town of Fort Frances would like to thank you in advance for your assistance in adhering  
to the emergency water restriction.

<i><b>The Town of Fort Frances</b></i>	<b>SECTION</b>
<u><b>STANDARD OPERATING PROCEDURE NO. 6 - FOR RAW WATER SOURCE CONTAMINATION</b></u>	<b>OPERATIONS AND FACILITIES</b>
<u><b>POLICY</b></u>	<b>NEW:</b> July 2004 <b>REVISED:</b> June 2009, December 2009, June 2012
Resolution: (Consent)	Supercedes Resolution No. 371 (Consent) 12/09
Policy Number 4.4	<b>PAGE 1 of 4</b>

**1. PURPOSE:**

In the event of an environmental contamination accident/incident occurs where the quality of the Town's raw water source is questionable, Town employees will adhere to the following policy.

**2. RESPONSIBILITY:**

All individuals in the Operations & Facilities Division workforce, at all levels and functions, which are responsible for providing and delivering water services to the community. Mainly, the first Water Treatment Plant Operator to arrive at the Water Treatment Plant and Operations & Facility Division Manager, or his designate once aware of the situation.

**3. PROCEDURE:**

- A. Water Treatment Plant Operator - the following step by step procedure shall be followed in order to address a raw water contamination event at the Water Treatment Plant;
  - i. Shutdown all raw water intake pumps and stop producing or manufacturing water
  - ii. Contact the following immediately and fill-out/fax the appropriate written documentation in due course;
    - **The Ministry of the Environment – Spills Action Centre**  
During regular working hours – 1-800-875-7772  
After regular working hours – 1-800-268-6060
    - **North western Health Unit ;**  
Kenora Head office 807-468-3147 Ext. 252 or after hours 807-468-7109  
Toll free – 1-800-830-5978  
Fort Frances; 274-9827/275-9480
    - **O & F Division Manager or his designate** - Part of Community Control Group - Call the Fire Hall – 911 or 274- 9841
    - **Minnesota Pollution Control Agency;** Toll free – 1-800-657-3864

- iii. Communicate to the Public by means of radio announcements via the three local radio stations. Fax the following message (See attached Appendix "A")
  - B 93.1 FM Station Phone # 274-5341, Fax No. 274-2033
  - International Falls Radio Station KGHS 1230 AM (phone # 218-283-3481 & KSDM 104.1.0 FM Phone # 218-283-2622 Fax No. 218-283-3087.
- iv. Limit treated water stored at the Water Treatment Plant going into the water distribution system by shutting down all the distribution pumps (over-ride the automatic control system). Determine the exact volume of water in the clear wells at the Water Treatment Plant.
- v. Start to monitor and record the water level in the water tower.
- vi. If the Water Tower goes below 5.74 m (47%), then manually close the Water Tower isolation valves in order to maintain an adequate water supply for fire protection.
- vii. Take direction from the Public Health Officer in conjunction with the Ministry of Environment staff in regards to collecting water samples from the environmental contamination site.

**B. MANAGEMENT:**

- i. The responsibilities of the Operations & Facilities Division Manager or his designate is as follows;
  - Activate the assembling of the Community Control Group
  - Start the process of coordinating the provision of emergency potable water supply for the community. A list of possible suppliers is contained in the emergency binder.
  - Assist in coordinating resources to aid the Water Treatment Plant Operator in maintaining the stored water in the distribution system and to address the environmental contamination concern.
  - Establish the location(s) where potable water will be distributed.
  - Once the location where the emergency potable water supply is established, notify the public through radio announcements the availability of the potable water supply. See appendix "B"

**Appendix "A"**  
**Radio Announcement**  
**For Emergency Water Restriction**

Please be advised that an emergency water restriction as of (Date) \_\_\_\_\_ at \_\_\_\_\_ AM or PM is now in affect for the citizens of Fort Frances and Couchiching First Nation. As a result all water customers are asked to not use any water from their taps or the water distribution system.

The Town has approximately one-day supply of water stored in the Water Tower and clear well reserves at the Water Treatment Plant. The Town is unable to produce or manufacture water from the Water Treatment Plant at this point in time. It is essential that the citizens do not use this water in order to have a supply of water available for fire fighting purposes. If the citizens of both communities do not adhere to the water restriction, the Town will take appropriate action to preserve the existing stored water, thus customers may experience a loss in water pressure. The Town requires your cooperation

The Town is making arrangements to have a supply of bottle potable water brought to the Community. The exact location where the bottled water will be distributed from is yet to determine at this point in time. Also the duration of the emergency water restriction is unknown. Please stay tuned to your radio station for further up-dates on the matter. The Corporation of the Town of Fort Frances would like to thank you in advance for your assistance in adhering to the emergency water restriction.

**Appendix "B"**  
**Radio Announcement**  
**Where Emergency Bottled Water is available**

As a result of the Emergency Water restriction issued on \_\_\_\_\_ at \_\_\_\_\_  
AM or PM for the citizens of Fort Frances and Couchiching First Nation. Bottled water is  
available at the following locations;

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

From \_\_\_\_\_ am to \_\_\_\_\_ pm.

In regards to the water restriction it will be in affect for at least \_\_\_\_\_ days. Please stay  
tuned to your radio station for further up-dates on the matter. The Corporation of the Town  
of Fort Frances would like to thank you in advance for your assistance in adhering to the  
emergency water restriction.

June 14, 2012



Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

**SUBJECT: Tender No. 12-OF-07 - Three (3) Year Supply and Delivery of Granular Materials**

The tender for the supply and delivery of granular materials closed on May 29, 2012. Please find attached a report prepared by Milt Strachan, Transportation Superintendent, outlining pertinent information in regards to the two tender bids received. The highlighted "yellow items on the Milt's spreadsheet are the lowest unit price received for each of the granular products tendered in each of the three years.

The Operations and Facilities Executive Committee recommends the following;

- a) That Tom Veert Contracting Ltd. is awarded the supply and delivery of Granular "A", Granular "B", Winter Sand, Rip Rap (R50) and Cobble stone in 2012, 2013 & 2014 as per unit prices outlined on the attached spreadsheet.
- b) That George Armstrong Co. Ltd. is awarded the supply and delivery of Crusher Screenings and Clear Stone in 2012, 2013 and 2014 as per unit prices outlined on the attached spreadsheet.

Respectfully submitted,  
Operations & Facilities Division

**RECOMMENDED**

Doug Brown, P. Eng.  
Operations and Facilities Manager

JUN 14 2012  
DIV. MNG. Doug Brown

EXECUTIVE COMM. R. Widenhaegh

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

- a) That Tom Veert Contracting Ltd. is awarded the supply and delivery of Granular "A", Granular "B", Winter Sand, Rip Rap (R50) and Cobble stone in 2012, 2013 & 2014 as per unit prices outlined on the attached spreadsheet.
- b) That George Armstrong Co. Ltd. is awarded the supply and delivery of Crusher Screenings and Clear Stone in 2012, 2013 and 2014 as per unit prices outlined on the attached spreadsheet.

2012Junegranulartender

June 14, 2012

Report To: Doug Brown, Manager of Operations and Facilities

From: Milt Strachan, Transportation Superintendent

Re: Tender No. 12-OF-07 – Three (3) Year Supply and Delivery of Granular Materials

The tender for the supply and delivery of granular materials closed on May 29, 2012.

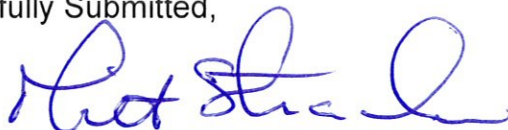
Two (2) tenders were submitted, see attached spreadsheet. The math on both tenders submitted was verified where George Armstrong Co. Ltd. and Tom Veert Contracting have submitted tenders without mathematical errors. All tenders submitted are compliant.

The results of the tenders are that:

- a) Tom Veert Contracting is the low bid for Granular "A", Granular "B", Winter Sand, Rip Rap (R50) and Cobble Stone for the three year term 2012, 2013 and 2014.
- b) George Armstrong Co. Ltd. is low bid for Crusher Screenings and Clear Stone for the three year term 2012, 2013 and 2014.

It is my recommendation that the supply and delivery of these materials be awarded accordingly.

Respectfully Submitted,



Milt Strachan,  
Transportation Superintendent



Tender No. 12-OF-07 3-year ( 2012 to 2014) Supply & Delivery of Granular Materials

2012 Product	Estimated Quantity - tonnes	Tom Veert Contracting Ltd.					George Armstrong Co. Ltd.				
		2012	2012	2011	2012-2011	Total	2012	2012	2011	2012-2011	Total
		Base Unit	HST	Unit Price	per tonne	Cost	Base Unit	HST	Unit Price	per tonne	Cost
		tonnes					tonnes				
Granular "A"	2000	\$10.40	\$1.36	\$11.76	\$0.26	\$23,520.00	\$12.00	\$1.56	\$13.56		\$27,120.00
Granular "B"	3000	\$7.70	\$1.01	\$8.71	\$0.07	\$26,130.00	\$7.98	\$1.04	\$9.02		\$27,060.00
Winter Sand	3000	\$9.60	\$1.25	\$10.85	-\$0.08	\$32,550.00	\$15.00	\$1.95	\$16.95		\$50,850.00
Crusher Screenin	2000	\$13.25	\$1.73	\$14.98		\$29,960.00	\$12.00	\$1.56	\$13.56	-\$1.13	\$27,120.00
Clear Stone	500	\$19.80	\$2.58	\$22.38		\$11,190.00	\$19.00	\$2.47	\$21.47	\$2.25	\$10,735.00
Rip Rap (R50)	500	\$22.15	\$2.88	\$25.03	\$2.66	\$12,515.00	\$50.00	\$6.50	\$56.50		\$28,250.00
Cobble Stone	500	\$19.10	\$2.49	\$21.59	\$1.52	\$10,795.00	\$20.00	\$2.60	\$22.60		\$11,300.00
subtotal						\$146,660.00					\$182,435.00
<b>2013 Product</b>											
Granular "A"	2000	\$10.56	\$1.38	\$11.94		\$23,880.00	\$12.00	\$1.56	\$13.56		\$27,120.00
Granular "B"	3000	\$7.82	\$1.02	\$8.84		\$26,520.00	\$7.98	\$1.04	\$9.02		\$27,060.00
Winter Sand	3000	\$9.75	\$1.27	\$11.02		\$33,060.00	\$15.00	\$1.95	\$16.95		\$50,850.00
Crusher Screenin	2000	\$13.45	\$1.75	\$15.20		\$30,400.00	\$12.00	\$1.56	\$13.56		\$27,120.00
Clear Stone	500	\$20.10	\$2.62	\$22.72		\$11,360.00	\$19.00	\$2.47	\$21.47		\$10,735.00
Rip Rap (R50)	500	\$22.49	\$2.93	\$25.42		\$12,710.00	\$50.00	\$6.50	\$56.50		\$28,250.00
Cobble Stone	500	\$19.39	\$2.52	\$21.91		\$10,955.00	\$20.00	\$2.60	\$22.60		\$11,300.00
subtotal						\$148,885.00					\$182,435.00
<b>2014 Product</b>											
Granular "A"	2000	\$10.72	\$1.40	\$12.12		\$24,240.00	\$12.00	\$1.56	\$13.56		\$27,120.00
Granular "B"	3000	\$7.94	\$1.04	\$8.98		\$26,940.00	\$7.98	\$1.04	\$9.02		\$27,060.00
Winter Sand	3000	\$9.90	\$1.29	\$11.19		\$33,570.00	\$15.00	\$1.95	\$16.95		\$50,850.00
Crusher Screenin	2000	\$13.66	\$1.78	\$15.44		\$30,880.00	\$12.00	\$1.56	\$13.56		\$27,120.00
Clear Stone	500	\$20.41	\$2.66	\$23.07		\$11,535.00	\$19.00	\$2.47	\$21.47		\$10,735.00
Rip Rap (R50)	500	\$22.83	\$2.97	\$25.80		\$12,900.00	\$50.00	\$6.50	\$56.50		\$28,250.00
Cobble Stone	500	\$19.68	\$2.56	\$22.24		\$11,120.00	\$20.00	\$2.60	\$22.60		\$11,300.00
subtotal						\$151,185.00					\$182,435.00
<b>Total</b>						\$446,730.00					\$547,305.00

June 20, 2012

Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

**Subject: New Funeral, Burial and Cremation Services Act, 2002 – Effective July 1<sup>st</sup>, 2012**

**Background**

The Funeral, Burial and Cremation Services Act, 2002 (FBCSA) received Royal Assent on December 10, 2002. This Act was proclaimed in force on February 9, 2011 to take effect on July 1<sup>st</sup>, 2012. The FBCSA provides for the repeal of the existing Cemeteries Act (revised). Ontario Regulations 30/11 were developed in 2011 for the FBCSA. This new act and regulations were developed with the main goal to improve in business disclosure and consumer rights (i.e. more protection for the consumer).

As a result, Administration has completed an extensive review of the existing Cemetery Bylaw No. 34/94 and four amendments to this by-law; 34/94-A (April 10/95), 34/94-B (November 17, 1997), 34/94-C (April 13, 1998) and 34/94-D (December 13, 2004).

The following items must be discussed, reviewed and approved by Council;

- 1) A draft copy of a new Cemetery By-law No. 22/12. There are two copies attached;
  - a. A clean copy showing – with changes and revisions
  - b. A working copy showing the revisions or changes to the old Cemetery By-law 34/94. The old wording considered to be removed is in “coloured” format with a strikethrough and underlined.

Once the by-law is approved in principle by Council two copies must be forwarded to the Ministry of Consumer Services where the Registrar of the cemeteries regulation unit shall review and approve. There is a process outlined in the regulations on how the general public and monument dealers are given notice of the revisions to the proposed Cemetery Bylaw.

- 2) A draft of a current price list for cemetery supplies and service has been prepared in accordance with the new regulations. The current price list comes into effect on July 1<sup>st</sup>, 2012 and **does not** have to be submitted to the Ministry of Consumer Services. Attached is a spreadsheet outlining unit prices for several common cemetery services and supplies from other municipal cemeteries in Northwestern Ontario i.e.– Kenora, Dryden and Thunder Bay compared to Fort Frances. In 2012, \$175,970 in taxation revenue is required to operate and maintain the Town's two (2) cemeteries where the net costs for the Fort Frances Cemetery is \$79,203 and the Riverview Cemetery is \$ 149,022. Also revenue from interments, sale of lots and columbarium niches are recorded in the administration section of the Parks and Cemeteries operating budget. This revenue is forecasted at \$ 52,255 in 2012. At June 20, 2012 O & F Executive Meeting several changes to the draft price list were made. The revised price list will be forwarded to Council for approval.
- 3) That the Operations & Facilities Manager position be officially appointed as the Superintendent of Cemetery for the purpose of the Cemetery By-law.
- 4) That the following three positions within the Operations & Facilities Division be officially appointed as "Sales Representatives" for the selling of cemetery supplies and services on behalf of the Town of Fort Frances.
  - a. Operations & Facilities Manager position – presently held by Doug Brown
  - b. Operations and Facilities Accounting Clerk 2 position- presently held by Sherin Hagen
  - c. Operations and Facilities Administration Assistant position- presently held by Sandra Robertson.
- 5) That consideration be given to enter into a simple agreement with both Green Funeral Home and Northridge Funeral Home Ltd. where these businesses will continue as in the past to inform consumers about the Town's cemetery supplies and services. However, certain copies of pertinent documents must be supplied directly to these consumers in accordance with the new regulations.
- 6) That subject of the installation of Scattering Gardens in both cemeteries should be considered at this time.

The Operations & Facilities Executive Committee recommends the following;

- 1) That the draft copy of a new Cemetery By-law No. 22/12 be approved. Once the by-law is approved in principle by Council two copies must be forwarded to the Ministry of Consumer Services where the Registrar of the cemeteries regulation unit shall review and approve. There is a process outlined in the regulations on how the general public and monument dealers are given notice of the revisions to the proposed Cemetery Bylaw.
- 2) That the attached copy of the current price list be approved and comes into effect on July 1<sup>st</sup>, 2012 and **does not** have to be submitted to the Ministry of Consumer Services.

- 3) That the Operations & Facilities Manager position be officially appointed as the Superintendent of Cemetery for the purpose of the Cemetery By-law.
- 4) That the following three positions within the Operations & Facilities Division be officially appointed as "Sales Representatives" for the selling of cemetery supplies and services on behalf of the Town of Fort Frances.
  - a. Operations & Facilities Manager position – presently held by Doug Brown
  - b. Operations and Facilities Accounting Clerk 2 position- presently held by Sherin Hagen
  - c. Operations and Facilities Administration Assistant position- presently held by Sandra Robertson.
- 5) That Administration develop a simple agreement with both Green Funeral Home and Northridge Funeral Home Ltd. where these businesses will continue as in the past to inform consumers about the Town's cemetery supplies and services. However certain copies of pertinent documents must be supplied directly to these consumers in accordance with the new regulations.
- 6) That the installation of Scattering Gardens in both cemeteries will be deferred at this point in time. Scattering Gardens will be taken into consideration once the Riverview cemetery is expanded in the future.
- 7) Section 4.6 of the schedule of fees that is a part of bylaw 76/11 (to impose certain user fees). This section of the schedule of fees must be repealed as of July 1<sup>st</sup> 2012 and replaced with the new current price list of cemetery supplies and services.

Respectfully Submitted,  
Operations & Facilities Division



D. Brown, P. Eng.  
Manager of Operations & Facilities

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

1. That the draft copy of a new Cemetery By-law No. 22/12 be approved. Once the by-law is approved in principle by Council two copies must be forwarded to the Ministry of Consumer Services where the Registrar of the cemeteries regulation unit shall review and approve. There is a process outlined in the regulations on how the general public and monument dealers are given notice of the revisions to the proposed Cemetery Bylaw.
2. That the attached copy of the current price list be approved and comes into effect on July 1<sup>st</sup>, 2012 and **does not** have to be submitted to the Ministry of Consumer Services.

3. That the Operations & Facilities Manager position be officially appointed as the Superintendent of Cemetery for the purpose of the Cemetery By-law.
4. That the following three positions within the Operations & Facilities Division be officially appointed as "Sales Representatives" for the selling of cemetery supplies and services on behalf of the Town of Fort Frances.
  - Operations & Facilities Manager position – presently held by Doug Brown
  - Operations and Facilities Accounting Clerk 2 position- presently held by Sherin Hagen
  - Operations and Facilities Administration Assistant position- presently held by Sandra Robertson.
5. That Administration develop a simple agreement with both Green Funeral Home and Northridge Funeral Home Ltd. where these businesses will continue as in the past to inform consumers about the Town's cemetery supplies and services. However certain copies of pertinent documents must be supplied directly to these consumers in accordance with the new regulations.
6. That the installation of Scattering Gardens in both cemeteries will be deferred at this point in time. Scattering Gardens will be taken into consideration once the Riverview cemetery is expanded in the future.
7. Section 4.6 of the schedule of fees that is a part of bylaw 76/11 (to impose certain user fees). This section of the schedule of fees must be repealed as of July 1<sup>st</sup> 2012 and replaced with the new current price list of cemetery supplies and services.

2012Maycemeteryreport

RECOMMENDED

JUN 20 2012

DIV. MNG.

Day B

EXECUTIVE COMM.

**TOWN OF FORT FRANCES**

**BY-LAW NO. 22/12**

Being a by-law for the purpose of providing for the maintenance, management, regulation and control of municipally owned cemeteries under the control and management of the Town of Fort Frances.

WHEREAS Section 5 of The Funeral, Burial and Cremation Services Act, 2002, provides that by-laws may be passed for the maintenance, management, regulation and control of cemeteries;

NOW THEREFORE the Council of the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. SECTION ONE - REPEALING PREVIOUS BY-LAWS

1.1. That By-Law No. 34/94 and amendments thereto, and any other by-laws heretofore passed by Council of the Town of Fort Frances with respect to the maintenance, management, regulation and control of municipally owned cemeteries be and the same are hereby repealed.

2. SECTION TWO – DEFINITIONS

2.1. In this by-law

2.1.1. "Act" shall mean the , Funeral, Burial and Cremation Services Act, 2002, as amended;

2.1.2. "Annual Care" shall mean the planting of flowers one time only;

2.1.3. "Board" shall mean the Operations and Facilities Executive Committee of the Town of Fort Frances;

2.1.4. "Care and Maintenance Fund" shall mean that trust fund established by the Treasurer for the purpose of providing money for the care and maintenance of the cemetery as required by the Act;

2.1.5. "Cemetery" shall mean a Public or other cemetery located in the Town of Fort Frances;

2.1.6. "Certificate of Interment Rights" shall mean a certificate issued by the owner of the cemetery to an interment rights holder;

2.1.7. "Chairman" shall mean the chairman of the Operations and Facilities Executive Committee;

2.1.8. "Children's Grave" shall mean any burial space smaller than 2.23 square metres or 24 square feet and intended for burial of children; aged 8 years or younger;

2.1.9. "Clerk" shall mean the Clerk of the Town of Fort Frances;

2.1.10. "Council" shall mean the Municipal Council of the Town of Fort Frances;

2.1.11. "Columbarium" shall mean a structure designed for the purpose of interring cremated human remains in sealed compartments;

2.1.12. "Corner Posts" shall mean any stone or other land mark set flush with the surface of the ground and used to mark the location of a lot or grave;

2.1.13. "Corporation" shall mean the Corporation of the Town of Fort Frances;

2.1.14. "Cremation Lot" shall mean a grave space designated exclusively for the burial of cremated remains and having a minimum size of 52.8 cm by 60.0 cm;

2.1.15. "General Maintenance Account" shall mean that account which has been set aside for maintenance of the cemetery and for services rendered in connection with its operation;

- 2.1.16. "Grave" shall mean any burial space of sufficient area for one opening for an adult and is 2.23 square metres or 24 square feet or larger;
- 2.1.17. "Inter" shall mean the burial of human remains and includes the placing of human remains in a lot;
- 2.1.18. "Interment Rights" includes the right to require or direct the interment of human remains in a lot;
- 2.1.19. "Interment Rights Holder" means a person with interment rights with respect to a lot and includes a purchaser of interment rights under the Act;
- 2.1.20. "Lot" shall mean an area of land in the cemetery containing, or set aside to contain human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium;
- 2.1.21. "Marker" shall mean any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to or intended to be fixed to a burial lot, mausoleum crypt, columbarium niche, or other structure or place intended for the deposit of human remains;
- 2.1.22. "Ministry" shall mean the Ministry of Consumer Services;
- 2.1.23. "Monument" shall mean any permanent memorial projecting above ground level;
- 2.1.24. "Municipality" shall mean the municipality of the Town of Fort Frances;
- 2.1.25. "Niche" shall mean a compartment within a columbarium that is designed to hold cremated remains;
- 2.1.26. "Non-Resident" shall mean any person who has not been a resident of the Town of Fort Frances for a continuous current period of twelve (12) months;
- 2.1.27. "Owner" shall mean the party or parties, or estates thereof, listed in the records of the offices of the cemetery and Clerk as owning a grave or lot;
- 2.1.28. "Perpetual Care" shall mean to keep in a proper state of repair in perpetuity;
- 2.1.29. "Plan" shall mean a plan of the cemetery, approved by the Ministry of Consumer Services;
- 2.1.30. "Price List" shall mean the tariff of fees and charges for interment rights and cemetery services and supplies, as revised from time to time;
- 2.1.31. "Proper State of Repair" shall mean keeping the grass cut and trimmed and any shrubs or flowers properly attended to and the grave not left in a state of neglect;
- 2.1.32. "Special Care" shall mean the planting of flowers annually in perpetuity;
- 2.1.33. "Special Care Fund" shall mean that fund in which all monies received by the Treasurer for special care of lots or graves has been deposited;
- 2.1.34. "Spouse" shall mean a person:
- a) to whom the person is married, or
  - b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
    - i) have cohabitated for at least one year,
    - ii) are together the parents of a child, or
    - iii) have together entered into a co habilitation agreement under the Family Law Act; ("conjoint")

2.1.35. "Superintendent" shall mean the person appointed by the Council for the purpose of management of the cemeteries;

2.1.36. "Treasurer" shall mean the Treasurer of the Town of Fort Frances;

3. SECTION THREE - VESTING OF RESPONSIBILITY

3.1. That subject to the jurisdiction of Council the Operations and Facilities Executive Committee be hereby vested with the responsibility of maintenance, management, regulation and control of municipally owned cemeteries in the municipality as herein stated.

4. SECTION FOUR - PRICE LIST

4.1. A tariff of rates for interment rights and cemetery services and supplies shall be prepared by the Board for approval by Council and amended by Council from time to time.

5. SECTION FIVE - SALE AND TRANSFER OF INTERMENT RIGHTS

5.1. The selling price of interment rights shall be as set forth in the current Price List.

5.2. Purchasers of lots acquire only the right and privilege of burial of the dead and of constructing vaults or tombs and other monuments subject to the rules and regulations in force.

5.3. Payment of lots or graves, interments, disinterment and special care shall be made to the Town of Fort Frances.

5.4. Each purchaser of interment rights shall be entitled to a receipt, copy of contract, copy of the cemetery price list, copy of the cemetery by-laws, copy of the consumer information guide and, when all indebtedness has been satisfied and all charges on the lot have been paid, a certificate of interment rights shall be issued.

5.5. Such certificate of interment rights shall specify the following:

- name and location of the cemetery,
- name(s) and address of the interment rights holder(s),
- names and address of the intended occupants,
- dimensions and location, of the lot to which interment rights relate the date on which the interment rights are purchased or transferred,
- purchase price and the amount deposited to the care & maintenance fund,
- a statement that if the interment rights holder(s) resells or transfers the interment rights, the endorsed interment rights certificate must be returned to the Corporation before the Corporation is required to issue a new certificate,
- a statement whether any restrictions or obligations exist with respect to the installation of markers and if so a statement of what they are or reference to the by-laws containing them,
- if the interment rights are in a private structure, the total number of niches, crypts or compartments in the structure,
- said certificate shall be in accordance with Form One, being Schedule "A" attached to and forming part of this by-law.

5.6. The Corporation will undertake to provide care & maintenance on any lot or grave on payment by making a deposit to the Care and Maintenance Fund as specified in the Regulations made under the Act as follows:

- a) In the case of an in-ground grave that is 2.23 square metres or 24 square feet or larger, the greater of 40% of the price of the interment rights as set out on the price list and \$250
- b) In the case of an in-ground grave that is smaller than 2.23 square metres or 24 square feet, the greater of 40% of the price of the interment rights as set out in the price list and \$150.
- c) In the case of a tomb, crypt or compartment in a public mausoleum, the greater of 20% of the price as set out on the price list and \$500.
- d) In the case of a niche or compartment in a public columbarium, the greater of 15% of the price of the interment rights as set out on the price list and \$100.

5.7. The Board will undertake to provide special care on any lot or grave on payment being received in accordance with the current Price List Flowers will not be planted for new full burial interments for the first year, i.e. any interments from November 1st of every year until the end of the following year.

5.8. The Board will undertake to provide annual care on any lot or grave on payment being received in accordance with the most current Price List Flowers will not be planted for new interments for the first year, i.e. any interments from November 1st of every year until the end of the following year.

5.9. To ensure the correctness of records of ownership and interments, no sale of any interment rights or any interest therein shall be made except to the Municipality. The relinquishing owner shall, if he/she so desires; specify who the interment rights shall be resold to, at the time of the sale to the Municipality. The amount to be paid by the Municipality to buy back the aforementioned Interment Rights shall be the amount paid for the rights (less the portion of that amount paid into the Care and Maintenance Fund). The resale of these Interment Rights shall be in accordance with the most current Price List. Release from the owner shall be in accordance with Form Two, being Schedule "B", attached to and forming part of this by-law.

5.10. Should Interment rights holder(s) wish to sell back their lot, columbarium niche within 30 days after purchasing the Interment Rights from the cemetery they shall be entitled to a full refund of all monies paid for the Interment Right provided no portion of the interment right has been exercised.

5.11. Should Interment rights holder(s) wish to sell back their lot or columbarium niche after the expiration of the 30 day period, they shall be entitled to the amount paid for the Interment Right less the portion of the purchase price contributed to the irrevocable Care and Maintenance Fund provided no portion of the interment rights have been exercised.

5.12. The Board shall have the right to repurchase any Interment Rights sold or conveyed or any part of Interment Right in which no interment has been made pursuant to the provision of the Act. The Board may sell any interment rights which the Ministry has declared as being abandoned.

5.13. All monies received for the sole purpose of care and maintenance shall form a fund to be called the "Care and Maintenance Fund" and shall be kept separate from the other funds of the Corporation. The interest therefrom shall be expended only for the purpose of care and maintenance and the capital shall be invested by the Treasurer as authorized by law for the investment of Trust Funds. The capital shall be reinvested from time to time as occasion may require and shall remain constantly invested into such securities as are hereinbefore mentioned and on no account shall any part of the said trust funds be withdrawn from investment excepting for the purpose of immediate reinvestment. Care and maintenance shall be the maintaining of a proper state of repair of lots, grave and cemetery grounds.

5.14. All monies received for the sole purpose of Special Care shall form a fund to be called the "Special Care Fund" and shall be kept separate from the other funds of the Corporation. The interest therefrom shall be expended for the purpose of special care and the capital only shall be invested by the Treasurer as authorized by law for the investment of Trust Funds. The capital shall be reinvested from time to time as occasion may require and shall remain constantly invested into such securities as are hereinbefore mentioned and on no account shall any part of the said trust funds be

## *Agenda Item # 7.5 ...*

withdrawn from investment except for the purpose of immediate reinvestment. Special care shall be the flower care of those individual lots or graves for which payment has been received apart from that care referred to hereinbefore as perpetual care.

5.15. That there be no further sales or any future reserved lots in the Fort Frances cemeteries.

5.16. The moratorium provisions in Section 5.15 do not apply to prohibit the future sale of columbarium niches. The pre-need sale of columbarium niches is permitted;

### 5.17. CREMATIONS LOTS

5.17.1. No more than two cremated remains are allowed in each cremation lot. Only flat markers may be installed. Flower planting is not permitted.

5.17.2. Cremation remains shall be in a container approved by the Superintendent or his designate. Burial depth of cremated remains shall be such as to have a minimum of 50 centimetres or 20 inches of earth cover.

5.17.3. Cremated remains will only be buried in lots designated as cremation lots, however, cremated remains may be buried in a regular full-size single, double or family lot provided there shall be:

- 1) no more than six cremated remains per one regular full-size lot where such lot has, or is intended to have, a casket interment, or
- 2) no more than six cremated remains per one regular full-size lot where such lot will not have any casket interment and further provided that
- 3) such cremated remains are of family members, and
- 4) burial location(s) within the lot is determined by the Superintendent or his designate.

5.17.4 Cremated remains will only be buried in lots designated as cremation lots, however, cremated remains may be buried in a children's lot provided there shall be:

- 1) no more than two (2) cremated remains per child's lot where such lot has a casket interment. Such cremated remains will be allowed at the foot of lot only,
- 2) no more than three (3) cremated remains per child's lot where such lot will not have a casket interment. One created remain will be centered at the head of lot and two additional cremated remains shall be allowed at the foot of such lot.

5.17.5. No more than two cremated remains shall be allowed in each niche of a columbarium and remains shall be in a container approved by the Superintendent or his designate.

5.17.6. Plagues or markers shall be only those provided by the Municipality and the costs will be included in the price of the niche;

## 6. SECTION SIX - INTERMENTS AND DISINTERMENTS

6.1. All interments in lots shall be restricted to members of the family or relatives of the owner as per reservation if so originally designated unless by specific permission of the Board.

6.2. Owner(s) of Interment Rights shall not allow interments to be made in lots for a remuneration.

6.3. The Superintendent or his designate, shall be in attendance at each interment.

6.4 Every effort will be made to complete a Burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's control, a Burial cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary set up, and the Burial shall be completed as soon as possible at a later time.

6.5 A burial permit as permitted under the Vital Statistics Act, R.S.O. 1990, Chapter v.4., issued by a Division Registrar, or his designate, showing that the death has been registered, or a cremation certificate, shall be deposited with the Superintendent or his designate before interment can take place.

6.6. In each case of burial a written statement in accordance with Form Three, being Schedule "C" attached to and forming part of this by-law, must be furnished in order that an accurate register may be kept. The Board or the Corporation, or their designates, cannot be held responsible for any errors resulting from wrongful or lack of specific information.

6.7. Where the supplying of information is not written, the Board or the Corporation, or their designates, cannot be held responsible for any error or misunderstandings that may arise.

6.8. Persons purchasing graves shall be held responsible for charges incurred.

6.9. Where interments are not as per original designations, members of the family or relatives of the interment rights holder may be interred in undesignated lots with the written permission of the interment rights holder, the estate of the owner or all surviving members in the immediate family. If the requested transaction does not conform as stated herein, then Section 5.9 of this by-law shall apply.

6.10. When a lot is held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives for interment in such part of the lot as may be requested.

6.11. Notice of each interment to be made shall be given to the Superintendent or his designate at least twenty-four (24) hours previous thereto except under special circumstances approved by the Superintendent or his designate. The Board or Corporation, or their designates, cannot be responsible for having graves prepared for funerals unless such notice is given.

6.12. No interment shall be made on Sundays and/or Statutory Holiday except on a doctor's certificate that a death has been due either to smallpox, scarlet fever, diphtheria, bubonic plague, cholera, epidemic cerebral-spinal meningitis or poliomyelitis and that burial must be made within twenty-four (24) hours of death in accordance with the Regulations of the Ministry of Health, Ontario, for the control of communicable diseases.

6.13 Saturday interments shall be so arranged that works by Cemetery Personnel are completed by 1:00 p.m.

6.14. No grave or columbarium niche shall be opened for interment or disinterment by any person not in the employ of the Corporation, except under special circumstances and by the permission of the Board.

6.15 No grave shall be opened nearer than fifteen (15) centimetres or 6 inches from the boundary line of the lot, and each grave shall be at least two (2) metres or 6 feet and 6 inches deep for adults and of comparable depth for children to give a covering of a least one (1) metre or 39 inches over the receptacle.

6.16 The Corporation will not be responsible for damage to any casket or receptacle that occurs during the course of the interment or disinterment.

6.17 A new casket or container may be required to facilitate a disinterment for which an additional charge will apply.

6.18 The Corporation will not be responsible for damage to any cremation urn or cremation outer container, which occurs during the course of the disinterment. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Corporation cannot guarantee that it can retrieve a cremation urn or cremation container buried in a Lot or Grave. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the disinterment.

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- 6.19. Disinterment will be completed at a day and time designated by the Superintendent or his designate.
- 6.20 The Superintendent or his designate reserves the right to disallow any witnessing of the disinterment.
- 6.21 When sand blasting operations are required, all precautions shall be taken to prevent damage being done to the remainder of the cemetery. All charges shall be covered to the extent necessary to prevent stone and debris being scattered and any damage done by such operations shall be forthwith made good by the person.
- 6.22 No more than two (2) full burials may be made in the same grave and a second shall not cause a violation of Section 5.13 preceding.
- 6.23 The interment and disinterment fees in accordance with the current Price List include the opening and closing of the grave.
- 6.24. The Price list for grave openings is based on the size of the grave and the labour involved. The use of oversize shells of wood, metal, stone or concrete, as well as multiple depth graves, necessitates the graduated scale of charges set forth in the current Price List.
- 6.25 The increasing use of oversized shells does not permit the Board to assume responsibility for the number of grave openings that may be made in any lot.
- 6.26. Bodies of any of the lower animals shall not be placed anywhere in the cemetery.
- 6.27. No disinterment shall be made without the written consent of the local medical officer of health and the owner of the lot, except on an order from the court or as provided, in accordance with Form Four, being Schedule "D" and Form Five being Schedule "E" attached to and forming part of this by-law.
- 6.28. The remains of persons dying from smallpox, scarlet fever, measles, diphtheria, croup, bubonic plague, cholera, epidemic cerebro-spinal meningitis, or epidemic anterior poliomyelitis, shall not be disinterred except in accordance with the requirements of the Act, as amended and the regulations under the Health Protection and Promotions Act, R.S.O. 1990, as amended.
- 6.29. Funerals shall be allowed in the cemetery only between the hours of nine (9) o'clock in the forenoon and three (3) o'clock in the afternoon, unless by permission of the Superintendent or his designate.
- 6.30. Funeral processions within the cemetery shall follow the route indicated by the Superintendent or his designate.
- 6.31. The Superintendent or his designate shall have authority to restrict the number and kind of vehicles and the roadways that may be used.
- 6.32. No interment or disinterment shall be permitted in any lot against which charges are due and unpaid.
- 6.33. No charge shall be made for the grave or for the interment of a veteran when buried in the Soldiers' lot.
- 6.33.1. In all cases where Last Post Fund is applicable to a veteran and claim is submitted for a municipal grant of \$15.00 the same shall be paid forthwith by the municipality.
- 6.33.2. In addition to veterans' remains, the remains of veterans' spouses only may be interred in the area known as veterans' lots or soldiers' lots. The remains of a veteran's spouse may only be interred in the lot of that respective veteran.
- 6.33.3 Urns shall be permitted into past and future lots.
- 6.33.4. Full caskets shall be permitted into past and future lots only with no retroactivity, provided that future full casket interments be so identified at time of first interment.
- 6.33.5. Spouse interment costs shall be the responsibility of the family.

**7. SECTION SEVEN - CARE OF LOTS**

7.1. All lots, graves and cemetery grounds shall be kept properly graded, sodded, mowed and flowers and plants kept trimmed.

7.2. Where provision has been made for special care, or annual care, the Board undertakes the grading, seeding, grass cutting and general care of the lot, which includes planting of flowers on the grave.

7.3. Where provision for special care has not been made then perpetual care shall be in effect and done by the Corporation, the cost of which is included in the price of the lot.

7.4. Trees, shrubs, flowering bushes or other plants are not permitted to be planted on the cemetery grounds with the exception of those duly authorized by the Board.

7.5. If any trees or shrubs situated in any lot shall have become by means of their roots or branches, or in any other way, detrimental to the adjacent lots, drains, roads, or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Board may remove such trees or shrubs or parts thereof, after 30 days notice to the interment rights holder.

7.6. Flower beds not exceeding 45 centimetres or 18 inches in width shall be permitted in front of monuments and where there is no monument can only be made by permission of and under the supervision of the Superintendent or his designate. Planting of borders around lots is prohibited.

7.7. No person shall do any work upon a burial lot without the permission of the Superintendent or his designate

7.8. Lot owners desiring outside gardeners to do work on their lots must furnish the Superintendent with written authority for same. Gardeners or florists or their employees shall not enter the cemetery on Sunday for business purposes.

7.9. Flower beds require to be cleared of tender plants after the first frost in the autumn. Lot owners desiring to take any plants away should do so before their removal becomes necessary. To ensure that there is no unauthorized interference with flowers or decorations upon the graves or elsewhere in the cemetery, it is necessary to secure permission from the Superintendent or his designate before removing; flowers, plants, ribbons or other articles from the graves.

7.10. Vases, urns and flower stands not properly cared for shall be removed by the twentieth (20th) day of May in any year. Any stand, holder, vase or other receptacle for flowers, which are unsightly or unsuitable, may be prohibited or removed by the Superintendent or his designate.

7.11. In order to preserve the proper appearance of the grounds, artificial wreaths/flowers must be removed before April first (1st) of each year or shall be removed by the Superintendent or his designate.

7.12. During the growing season (usually May to September) while natural flowers are available, artificial flowers in the form of wreaths are not permitted on graves or lots with the exception that artificial flowers properly contained within an urn, vase or similar container be permitted. Such artificial flowers and containers may be removed by the Superintendent or his designate in the event of same becoming unsightly.

7.13. Since borders, fence railings, wall, cut-stone copings and hedges in or around lots become unsightly, they are prohibited.

7.14. Rubbish shall not be thrown out on the roads, walks or any part of the grounds. These shall be disposed of in containers provided for this purpose or removed from the cemetery completely.

7.15. Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done the Superintendent or his designate may remove same.

7.16. No lot owner shall change the grading of his lot, and in case of any such change, the Board may restore the lot to its original grade at the expense of the owner.

7.17. No person, except employees, shall make any walk, cut any sod or move corner posts or grave markers in the cemetery.

7.18. No pathway shall be allowed during winter months without permission of the Superintendent or his designate.

7.19. The Board or Corporation shall not be responsible for loss of or damage to any portable articles left upon any lot or grave.

7.20. Benches shall not be permitted unless of a design, size and colour approved by the Board. Such benches shall bear the initials of the owner, together with the proper lot and section numbers.

#### 8. SECTION EIGHT - MONUMENTS AND MARKERS

8.1. No monument or other structure shall be erected or permitted on a lot until:

a) the expiration of a settling period being one year following the date of interment, and

b) the purchase price and accrued charges or expenses have been paid in full.

8.2. All foundations for monuments and markers shall be built by the Corporation at the expense of the owner of the lot. Monument dealers must state on each order the date they wish foundations ready and must give at least fifteen (15) days notice before the work is required. The foundation of a monument or marker must be the exact area of the base plus 3 inches on all sides of the monument or marker and if incorrect dimensions have been given upon application the foundation will be removed and rebuilt by the Corporation at the owner's expense.

8.3. Monument and marker care and maintenance fees shall be in accordance with the current Price List. Prices for foundations shall include a prescribed amount to be paid into the Care and Maintenance Fund of the cemetery upon the installation of a marker.

8.4. No monument, vault or other structure shall be erected or placed on any lot until its design and the plans and specifications relative to the material and construction thereof shall have been submitted to and approved by the Board. In addition, no mausoleum shall be erected or placed on any lot until its design and the plans and specifications relative to the material and construction thereof have also been approved by the Ministry of Consumer Services.

8.5. Monuments on single graves shall not exceed one (1) metre in height unless special permission has been obtained from the Board. Monuments on double graves shall not exceed two (2) metres in height unless special permission has been obtained from the Board.

8.6. Not more than one monument shall be erected on any one lot, and this must be placed in the space reserved for it unless special permission is given by the Board for placing it otherwise.

8.7. All markers, monuments, mausoleums or tombs shall be constructed of granite or marble. The bottom bed of all bases and markers shall be cut level and true. Every die stone shall be smoothly finished on all sides.

8.8. To ensure stability no mausoleum, vault or monument shall have any uncovered vertical joints.

8.9. No inscription shall be placed on any monument, which is not in keeping with the dignity and decorum of the cemetery.

8.10. No lettering shall be permitted on the side of the monument facing an adjoining lot where there is no room for an adult grave between the monument and the boundary of the lot.

8.11. One marker with a flat and level surface set flush with the ground may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument. All additional markers shall be approved by the Superintendent or his designate.

8.12. Markers or footstones of marble or granite are permitted but must not exceed 50.8 centimetres or 20 inches by 76.2 centimetres or 30 inches with a depth of eight (8) centimetres or 3 inches to thirteen (13) centimetres or 5 inches. The upper surface must be flat with no projections and shall be set level with the ground surface. All markers shall be set by employees of the Corporation at the expense of the lot owner in accordance with the current Price List.

8.13. Corner posts may be provided by the Corporation at the expense of the lot owner. Installation of corner posts shall be under supervision of the Superintendent or his designate.

8.14. Any monument or other structure or any inscription placed in or upon any lot shall be in keeping with the dignity and decorum of the cemetery.

8.15. When any monument, gravestone or memorial of any kind is to be removed or any inscription made or cleaning done, permission shall be obtained from the Superintendent or his designate. Application for such permission shall be made in writing by the owner of the lot with a description of the work proposed.

8.16. Minor scraping on the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

8.17. The Cemetery staff will take reasonable precautions to protect the property of the interment rights holder, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

9. SECTION NINE - RULES FOR MONUMENT DEALERS, CONTRACTORS & THEIR WORKERS

9.1. Every contractor employed to erect vaults, mausoleums or monuments or to do any other work in the cemetery as permitted within this by-law shall first present an application to the Superintendent or his designate signed by the lot owner or his representative requesting permission to employ such contractor to do the work herein specified. This application shall designate the section and lot.

9.2. Prior to the start of any said work, contractors must provide proof of the following:

- a) Current Clearance Certificate of good standing with WSIB,
- b) WSIB Coverage Number
- c) Executed Occupational Health and Safety agreement with the Town.
- d) Evidence of liability insurance of not less than \$3,000,000.00.

9.3. The demeanor and behavior of all workers employed by others in the cemetery shall be subject to the control of the Superintendent or his designate

9.4. Contractors, masons and stone-cutters shall lay planks on the lots and path over which heavy materials are to be moved in order to protect the surface from damage.

9.5. Workers shall cease work if in the immediate vicinity of a funeral until the conclusion of the service.

9.6. All work must be done during regular cemetery hours unless by special permission of the Superintendent or his designate.

9.7. No work shall be commenced on Saturday that cannot be finished and the litter and debris removed by the hour of noon of that day.

9.8. Heavy loads shall not be permitted in the cemetery when the roads or grounds are in an unfit condition.

9.9. No monuments shall be delivered at the cemetery until the foundation is completed and the contractor is ready to proceed with the work of the erection.

9.10. All implements and materials used in the performance of any work shall be placed where the Superintendent may direct, and all rubbish and surplus earth shall be removed in such manner and at such time and to such place as the Superintendent or his designate may order. Otherwise the obstructions will be removed and the expense charged to the family or estate.

9.11. Any worker who damages any lot, tombstone, monument or other structure or otherwise does any injury in the cemetery shall be personally responsible for such damage or injury and in addition thereto his employer shall be liable therefore.

10. SECTION TEN – HOURS OF OPERATION

10.1 Cemetery Ground Visitation Hours – Interment rights holders and the general public can visit the cemetery grounds during daylight. The cemetery is opened at 7:00 am and closes at sundown.

10.2 Office Hours – The Operations and Facilities Division main office at 900 Wright Avenue will administrate all cemetery services and activities. Normal business hours are Monday through Friday from 8:00 am to 4:00 pm

10.3 Burial Hours – Burials will be carried out between the hours of 9:00 am and 3:00 pm Monday to Friday (excluding statutory holidays). Additional service charges will apply for burials arriving at the cemetery after 3:00 pm. Burials on Saturdays will be carried out between the hours of 9:00 am and 1:00 pm (excluding statutory holidays).

11. SECTION ELEVEN - RULES FOR VISITORS

11.1. Visitors are always welcome and are asked to remember the respect due to the deceased.

11.2. The Superintendent and his staff are empowered and are required to preserve order and decorum in the cemetery.

11.3. No parades other than funeral processions and Remembrance Day services shall be admitted to or organized within the cemetery.

11.4. Children under the age of twelve (12) years are not admitted to the grounds except when supervised by an adult, who shall be responsible for their good conduct and shall see that they do not run over lots and graves.

11.5. Vehicles within a cemetery shall be driven at a speed not exceeding ten (10) kilometres per hour. At no time such vehicles park or drive on the grass. Owners of vehicles will be liable for any damage caused by their drivers or vehicles

11.6. No one may damage, destroy, remove or deface any property in or belonging to the cemetery.

11.7. Canvassing, soliciting, advertising or distributing business cards in the cemetery is prohibited, as in the placing or displaying of any manufacturer's monument dealer's or quarry's name, insignia or trademark in any form.

11.8. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.

11.9. Discharging of firearms, other than in regular volleys at burial services, is prohibited in and around the cemetery.

11.10. Dogs, cats or any other pets are not permitted in the cemetery

11.11. No picnic party or special events other than Remembrance Day Services shall be permitted in the cemetery.

11.12. All persons are prohibited from taking flowers, plants or other materials from lots or graves, other than from those that they own, in the cemetery or from picking any flowers, either wild or cultivated, other than from those that they own, or breaking any tree, shrub or plant, or writing upon, defacing or injuring any monument, fence or other structure in or belonging to the cemetery, or from making any paths or short-cuts across any part of the cemetery.

11.13. Any complaints by lot owners or visitors are to be made to the Superintendent or his designate and not to workers on the grounds. Controversies with workers or others on the grounds are to be avoided.

11.14. No gratuities shall, at any time, be accepted by any officer or cemetery employee nor shall any reward be accepted for any personal service or attention.

11.15. Bicycles or Motorcycles: To ensure the safety of cemetery staff and visitors to the cemetery, bicycles and motorcycles must be operated in a safe manner that respects the needs of families and only on cemetery roads at a speed not exceeding ten (10) km per hour.

12. SECTION TWELVE – PENALTIES

12.1. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules contained herein may be expelled from the grounds.

12.2 Every person who contravenes any provision of this by-law is guilty of an offence.

12.3 Every person who is convicted of an offence under this by-law is liable to a fine of not more than five thousand (5,000) dollars as provided for in the Provincial Offences Act, R.S.O. 1990, c.P.33.

13. SECTION THIRTEEN – IN FORCE

13.1 This By-Law shall come into full force and effect upon approval by the Ministry of Consumer Services.

13.2 This By-Law shall come into full force and effect upon final passing.

READ THREE TIMES and finally passed in open Council this 25th day of June, 2012.

Town of Fort Frances By-Law No. 22/12  
Schedule "A"  
Form One

CORPORATION OF THE TOWN OF FORT FRANCES  
**CERTIFICATE OF INTERMENT RIGHTS**

PURSUANT TO the Funeral Burial and Cremation Services Act 2002 and Regulations and all amendments thereto BETWEEN:

CORPORATION OF THE TOWN OF FORT FRANCES,  
a body licensed under the laws of  
the Province of Ontario, having its Head Office at  
320 Portage Avenue, and herein called

PARTY OF THE FIRST PART

AND THE INTERMENT RIGHTS HOLDER: \_\_\_\_\_

herein called,

PARTY OF THE SECOND PART

In consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
receipt of which is hereby acknowledged and which included the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for Care and Maintenance which is deposited with the Treasurer of the  
Town of Fort Frances, agrees to assign to the Party of the Second Part the burial or  
interment rights for the following intended occupant(s).

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Street Address \_\_\_\_\_

Street Address \_\_\_\_\_

Town \_\_\_\_\_

Town \_\_\_\_\_

Province \_\_\_\_\_

Province \_\_\_\_\_

Postal Code \_\_\_\_\_

Postal Code \_\_\_\_\_

in \_\_\_\_\_ CEMETERY:

Section: \_\_\_\_\_ Lot Number \_\_\_\_\_ (L \_\_\_\_\_ X W \_\_\_\_\_ m/feet).

Columbarium Niche in: \_\_\_\_\_ Columbarium

which contains 112 niches where two urns per niche. The niche size is 14 inches long x 8  
inches wide.

Row: \_\_\_\_\_ Column: \_\_\_\_\_

Date of Purchase: Day \_\_\_\_\_ /Month \_\_\_\_\_ /Year \_\_\_\_\_

THE PARTY OF THE SECOND PART by the acceptance of this indenture indicates that the BYLAWS governing the operation of the cemetery have been received and read, and agrees to be guided by the said BY-LAWS as well as the provisions of the Act as if these were included as part of this indenture.

THE PARTY OF THE SECOND PART agrees that in the event of transfer of said Interment Rights by purchaser, this Certificate cannot be transferred but will be returned to the Party of the First Part who will issue a new Certificate to the Transferee.

With respect to the erection or installation of markers, The Party of the Second Part agrees to abide by the BY-LAWS of the CORPORATION OF THE TOWN OF FORT FRANCES, wherein restrictions on the erection or installation of markers are given, and which BY-LAWS are attached hereto.

IN WITNESS WHEREOF **THE CORPORATION OF THE TOWN OF FORT FRANCES** has caused its corporate seal to be hereunto affixed by the hands of its proper signing officer this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, and the Party of the Second Part has affixed his/her signature.

PARTY OF THE FIRST PART:

Per: \_\_\_\_\_ Clerk

PARTY OF THE SECOND PART:

\_\_\_\_\_  
\_\_\_\_\_

Town of Fort Frances By-Law No. 22/12

Schedule "B"  
Form Two

NOTICE OF TRANSFER OF AN INTERMENT RIGHTS

To the Office of the Clerk  
Town of Fort Frances

Notice is hereby given that the undersigned hereby concurs and transfers all interest in the following cemetery lots(s), or part thereof, to the Corporation of the Town of Fort Frances.

Cemetery \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_

Particulars of resale conditions (if any)

\_\_\_\_\_  
\_\_\_\_\_

Approved by \_\_\_\_\_ Town of Fort Frances

\_\_\_\_\_ Date \_\_\_\_\_

Particulars of refund

\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE "C"  
FORM THREE

*Agenda Item # 7.5 ...*  
CEMETERY CONTRACT

Contract Ref.# \_\_\_\_\_

The Corporation of the  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario P9A 3P9  
807-274-5323

Operating as:

**Riverview Cemetery/Holy Cross**  
1319 Colonization Road West  
Fort Frances, Ontario P9A 2T6

**Fort Frances Cemetery/St. Mary's**  
401 King's Highway  
Fort Frances, Ontario P9A 2S8

**LICENSE INFORMATION**

Operator License # 3298220

Cemetery License # Riverview & Holy Cross Cemetery: #03564

Fort Frances & St. Mary's Cemetery: #03565

**Day to Day Contact Information**

Monday to Friday 8:00 a.m. to 4:00 p.m.

Phone: 807-274-9893 Fax: 807-274-7360

Doug Brown, Operations & Facilities Manager

900 Wright Avenue

Fort Frances, Ontario P9A 3J9

Contract Negotiator:

Name: \_\_\_\_\_ License # \_\_\_\_\_

Date of Issue: \_\_\_\_\_

**PURCHASER INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Municipality: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Purchaser's relationship to the Recipient: \_\_\_\_\_

**RECIPIENT #1 INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Municipality: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

**RECIPIENT #2 INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Municipality: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Place of birth: \_\_\_\_\_

This contract is between the Purchaser:

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- and -

**THE CORPORATION OF THE TOWN OF FORT FRANCES**

Concerning Cemetery Interment Rights for the Recipient(s) as identified in this contract

The Purchaser (if different than the Recipient) represents being legally authorized or charged with the responsibility for the Recipient(s) Cemetery Interment Rights and Cemetery Pre-Paid Supplies and Services arrangements specified in the Contract. This agreement will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**INTERMENT RIGHTS TO:**

\_\_\_\_\_ Cemetery, Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Columbarium: \_\_\_\_\_ Niche # \_\_\_\_\_

Column # \_\_\_\_\_ Row # \_\_\_\_\_

Funeral Home Service on: \_\_\_\_\_ A.M /P.M. \_\_\_\_\_

Church Service At: \_\_\_\_\_

Date: \_\_\_\_\_ Time: AM /P.M. \_\_\_\_\_

Interment: Date: \_\_\_\_\_ Time: AM /P.M. \_\_\_\_\_

Procession: Yes No

Vault/Box: Yes No

Monument Foundation Size: \_\_\_\_\_

Vault Material \_\_\_\_\_

Marker Foundation Size: \_\_\_\_\_

Extra Depth: \_\_\_\_\_

**INTERMENT DESIGNATION**

Single Lot

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Double Lot


**SERVICES/SUPPLIES COSTS:**

Lot (Single/Double)	\$ _____
Columbarium Niche	\$ _____
Amount to Care and Maintenance	\$ _____
Interment Fee	\$ _____
Extra Depth Fee	\$ _____
Foundation Fee	\$ _____
Amount To Care and Maintenance	\$ _____
Special Care (Single/DbL.)	\$ _____
Ontario Licensing Fee	\$ _____
SUB-TOTAL:	\$ _____
H.S.T. #H106984586	\$ _____
 TOTAL SALES\$	 \$=====

**Care and Maintenance Fund Contributions from Price of Interment Rights:**

Contribution levels to the C & M Fund based on the price of interment:rights  
In-ground grave (24 sq ft or larger) – the greater of 40% and \$250  
In-ground grave (smaller than 24 sq ft) – the greater of 40% and \$150  
Columbarium Niches – the greater of 15% and \$100

**Contract Terms and Conditions**

If the above Interment Rights have not been used the Purchaser may in writing to the Corporation of the Town of Fort Frances within thirty (30) days from the signing of the contract cancel this contract and receive a full refund, provided no portion of the interment right has been exercised.

Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the cemetery by-laws are required for interments, cremation, disinterments, and the placement of markers, and monuments.

To ensure the correctness of records of ownership and interments, no sale of any interment rights or any interest therein shall be made except to the Corporation of the Town of Fort Frances. The relinquishing owner shall, if he/she so desires; specify who the interment rights shall be resold to, at the time of the sale to the Corporation of the Town of Fort Frances. The amount to be paid by the Corporation of the Town of Fort Frances to buy back the aforementioned Interment Rights shall be the amount paid for the rights (less the portion of that amount paid into the Care and Maintenance Fund). The resale of these Interment Rights shall be in accordance with the most current Price List. Release from the Purchaser shall be in accordance with Form Two, being Schedule "B" of the Cemetery By-Law.

Should Interment rights holder(s) wish to sell back their lot, columbarium niche within 30 days after purchasing the Interment Rights from the cemetery they shall be entitled to a full refund of all monies paid for the Interment Right provided no portion of the interment right has been exercised.

Should Interment rights holder(s) wish to sell back their lot or columbarium niche after the expiration of the 30 day period, they shall be entitled to the amount paid for the Interment Right less the portion of the purchase price contributed to the irrevocable Care and Maintenance Fund provided no portion of the interment rights have been exercised.

The Board shall have the right to repurchase any Interment Rights sold or conveyed or any part of Interment Right in which no interment has been made pursuant to the provision of the Act. The Board may sell any interment rights which the Ministry has declared as being abandoned.

**Subdivision of Interment Rights:**

No Rights Holder(s) may sub-divide and sell or transfer a portion of an Interment Rights. Owner(s) of Interment Rights shall not allow interments to be made in lots for a remuneration.

No interment or disinterment shall be permitted in any lot against which charges are due and unpaid.

When all indebtedness has been satisfied and all charges on the lot has been paid, a Certificate of Interment Rights shall be issued.

**Memorialization:**

Care and Maintenance Fund Contribution for Marker and Monument Installation: In accordance with the FBCSA and Ontario Regulation 30/11, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument;

(a) In the case of installing a flat marker measuring less than 1,116.3 sq.m. (173 sq.in.) \$0.00

(b) In the case of installing a flat marker measuring over 1,116.3 sq.m. (173 sq.in.) \$50.00

(c) In the case of installing an upright monument measuring more than 1.22 m. (4 ft.)

Or less in height or length, including the base \$100.00

(d) In case of installing an upright monument measuring more than 1.22m. (4 ft.) either

In height or length, including the base \$200.00

**Interment Rights Holder(s) Request to Remove Memorialization:**

A marker, monument, or memorialization purchased and/or installed by anyone other than the Rights Holder(s) may be removed by the cemetery staff on the written request of the Rights Holder(s).

**Causes beyond the Cemetery Operator's Control:**

The cemetery operator cannot be responsible if unable/prevented from carrying out this contract due to causes beyond its control.

**Payment Terms:** Payment is due at the time of Purchase.

**Cancellation of Contract Within 30 Days**

Should Interment rights wish to sell back their lot, columbarium niche within 30 days after purchasing the Interment Rights from the cemetery they shall be entitled to a full refund of all monies paid for the Interment Right provided no portion of the interment right has been exercised.

**Cancellation of Contract After 30 Days**

Should the Purchaser of the Interment rights wish to sell back their lot or columbarium niche after the expiration of the 30 day period, they shall be entitled to the amount paid for the Interment Right less the portion of the purchase price contributed to the irrevocable Care and Maintenance Fund provided no portion of the interment rights have been exercised.

**Privacy Policy:**

The Purchaser acknowledges and provides consent to permit the Corporation of the Town of Fort Frances to collect, use and disclose personal information in accordance with requirements under the FBCSA and Ontario Regulation 30/11 for information within the cemetery public register. The Purchaser also understands that the Corporation of the Town of Fort Frances does not rent or sell personal information to third party organizations.

**Consumer Information Guide and Cemetery Price List:**

By initialing below, the purchaser acknowledges receiving a copy of the Ontario Government's Consumer information Guide (where made available by the Registrar) and the cemetery price list at the time of entering into this contract.

{ } I hereby acknowledge I have been offered and/or received a copy of the Ontario Government's Consumer Information Guide and the Cemetery Price List.

I have reviewed the Contract's terms and conditions and hereby confirm that the Interment Rights, and specified in this contract are complete and correct. I direct the Corporation of the Town of Fort Frances to proceed with the sale of the Interment Right(s), as identified in the Contract in accordance with the Cemetery By-Laws which are now or at any time hereafter in force.

{ } I hereby acknowledge I have received and reviewed a copy of the Cemetery's By-Laws.

The Terms and Conditions set out in this Contract expire in 30 days unless executed by the Purchaser and the Corporation of the Town of Fort Frances. The Contract Date set out below is the date on which this contract is accepted by the Corporation of the Town of Fort Frances.

I acknowledge having received a copy of this Contract, and will assume full responsibility for payment of the Total Contract Amount to the Corporation of the Town of Fort Frances in accordance with the Contract's Terms and Conditions.

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted on behalf of the Corporation of the Town of Fort Frances by:

Licensee Name: \_\_\_\_\_ License #: \_\_\_\_\_

Licensee Signature: \_\_\_\_\_

**Town of Fort Frances By-Law No. 22/12**

**Schedule "D"  
Form Four**

Part One of Form Four of the Town of Fort Frances

Disinterment – for reburial in the same Cemetery in the Town of Fort Frances

I hereby consent to the disinterment and removal of the dead body of

\_\_\_\_\_ in the \_\_\_\_\_  
(Name)

Cemetery, from Block \_\_\_\_\_, Lot \_\_\_\_\_, for reburial in  
Block \_\_\_\_\_, Lot \_\_\_\_\_, in accordance with the provisions of  
the *Funeral, Burial and Cremation Services Act, 2002*.

\_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(Name in print of Medical Officer of Health  
for Fort Frances)

-----  
Part Two of Form Four of the Town of Fort Frances

Disinterment and Transportation Certificate

I hereby certify that the dead body of \_\_\_\_\_  
(Name)

has been disinterred from the \_\_\_\_\_ Cemetery  
in Fort Frances, Ontario, with my consent and in compliance with the provisions of  
the *Funeral, Burial and Cremation Services Act, 2002*.

\_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(Name in print of Medical Officer of Health  
for Fort Frances)

Note: the first part of form four is for consent of disinterment and reburial in the same Cemetery. The second part of form four is for transportation from the Cemetery.

Town of Fort Frances By-Law No. 22/12

Schedule "E"  
Form Five

DISINTERMENT – CONSENT OF LOT OWNER

To the Office of the Clerk  
Town of Fort Frances

I, the undersigned, being the owner of Lot \_\_\_\_\_ in Block \_\_\_\_\_  
in \_\_\_\_\_ Cemetery in the Town of Fort Frances, hereby  
authorize the removal of the remains of \_\_\_\_\_  
interred on \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name in print of owner)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Agenda Item # 7.5 ...

### June of 2012 - Cemetery Price Comparison- Fort Frances, Kenora, Dryden & Thunder Bay

	Present Fort Frances	July 1st, Fort Frances	Present Dryden	Present Kenora	Present Thunder Bay	Average Dryden, Kenora & Thunder Bay
<b>A. PRICE LIST PER LOT</b>						
A.1 Adult Single Lot	\$183.77	\$250.00	\$300.00	\$340.00	\$448.45	\$362.82
A.2 Adult Double Lot	\$400.53	\$500.00	\$600.00	\$655.00	\$896.90	\$717.30
A.3 Child (8 years old or under)	\$66.76	\$100.00			\$99.97	
A.4 Cremation lot	\$53.40	\$75.00	\$80.00	\$205.00	\$134.39	\$139.80
A.5 Veteran lot	n.a.	\$0.00	n.a.	n.a.		
<b>B. UNIT PRICE PER INTERMENT</b>						
<b>B.1 SUMMER - May 1 to October 31</b>						
B.1.1 Adult Interment	\$608.53	\$700.00	\$700.00	\$835.00	\$688.87	\$741.29
B.1.2 Adult with Vault	\$679.29	\$780.00				
B.1.3 Child (8 years old or under)	\$233.51	\$275.00	\$300.00		\$291.53	
B.1.4 Child (8 years old or under) with Vault	\$254.73	\$300.00				
B.1.5 Extra Depth 10 ft.	\$778.35	\$780.00	\$800.00			
B.1.6 Saturday (above rates +)	\$481.16	\$481.16				
<b>B.2 WINTER - November 1st - April 30th</b>						
B.2.1 Adult Interment	\$844.40	\$850.00	\$900.00	\$835.00		
B.2.2 Adult with Vault	\$915.16	\$930.00				
B.2.3 Child (8 years old or under)	\$469.37	\$400.00	\$400.00			
B.2.4 Child (8 years old or under) with Vault	\$490.60	\$480.00				
B.2.5 Extra Depth 10 ft.	\$1,014.22	\$1,014.22	\$1,000.00			
B.2.6 Saturday (above rates +)	\$717.03	\$481.16		\$350.00	\$309.54	
<b>B.3 UNIT PRICE PER INTERMENT FOR CREMATED REMAINS</b>						
<b>B.3 SUMMER - May 1 to October 31</b>						
B.3.1 Cremation < 12" in diameter to Max. 24" diameter	\$141.52	\$250.00	\$200.00	\$340.00	\$270.16	\$270.05
B.3.2. Saturday Cremains < 12" diameter to Max. 24 in diameter	\$283.04	\$400.00	75/hour			
B.3.3 Cremains Placed in Private Marker/Monument Base	\$70.76	\$70.76	n.a.			
B.3.4 Cremains placed in the ground at the same time as full burial interment	\$40.10	\$40.10	n.a.			
B.3.5 Cremains placed in Monument Niche	\$53.42	\$53.42	n.a.			
<b>C. UNIT PRICE FOR A COLUMBARIUM NICHE</b>						
C.1 Top Two Rows	\$1,102.67	\$1,102.67	\$770.00	\$1,804.00	\$1,567.20	\$1,380.40
C.2 Middle Four Rows	\$1,362.12	\$1,362.12		\$1,584.00	\$1,567.20	
C.3 Bottom Two Rows	\$908.08	\$908.08	\$660.00	\$1,409.00	\$1,567.20	\$1,212.07
C.4 2nd Urn Placement in Niche	\$129.72	\$129.72	n.a.			
<b>D. UNIT PRICE FOR FLOWER CARE PER LOT</b>						
D.1 Special Care Single - Flowers	\$2,358.65	\$2,500.00				
D.2 Special Care Double - Flowers	\$4,717.30	\$5,000.00				
D.3 Annual Care - Adult - Flowers	\$176.90	\$200.00				
D.4 Annual Care - Child - Flowers	\$58.97	\$75.00				
<b>E. UNIT PRICE FOR A FOUNDATION FOR A UPRIGHT MONUMENT (MARKER)</b>						
For the Supply, Installation and Inspection of Concrete Foundations for Upright Markers or Monuments	\$0.25	\$0.25	\$50.00	\$225.00		
<b>F. UNIT PRICE FOR A FOUNDATION FOR A FLAT MARKER</b>						
For the Supply, Installation and Inspection of Concrete Foundations for Flat Markers	\$0.23	\$0.23	\$50.00	\$225.00		
<b>H. MISCELLANEOUS CEMETERIES FEES</b>						
H.1 For non-residents customers the above list rates plus 40% mark-up and all applicable taxes						
H.2 Funeral Arriving before 9 am and after 3:00 pm	\$116.75	\$116.75				
H.3 Full Burial Interment Licensing Fee imposed by the province of Ontario	\$10.00	\$10.00				
H.4 Issue of new Interment Rights Certificate as a result of revisions to intended occupant(s) or ownership change	n.a.	\$100.00		\$14.64		
H.5 Rental of Artificial Grass for off-site interments	n.a.	\$10.00				
H.6 Hourly labour per cemetery worker	\$39.62	\$39.62				
H.7 Disinterments of any the above listed rates plus 150% mark-up and all applicable taxes	150.00%	150.00%	1300 to 375	1877.50 to 347.82		

## A. PRICE LIST PER LOT

### A.1 Adult Single Lot

lot Size: 5' x 10' or 50 Square feet

Two (2) Full Burials Allowed - One (1) MUST be at extra depth (10')

And up to six (6) cremations (depending on size of urn)

Markers to be installed in accordance with the cemetery by-law

Lot	\$250.00
Care & Maintenance	\$250.00
<b>Sub-Total</b>	<b>\$500.00</b>
HST	\$65.00
<b>TOTAL</b>	<b>\$565.00</b>

### A.2 Adult Double Lot

lot Size: 10' x 10' or 100 Square feet

Four (4) Full Burials Allowed - Two (2) MUST be at extra depth (10')

And up to Twelve (12) cremations (depending on size of urn)

Markers to be installed in accordance with the cemetery by-law

Lot	\$500.00
Care & Maintenance	\$250.00
<b>Sub-Total</b>	<b>\$750.00</b>
HST	\$97.50
<b>TOTAL</b>	<b>\$847.50</b>

### A.3 Child (8 years old or under)

lot Size: 3' x 2' or 6 Square feet

One (1) Full Burial Allowed plus two (2) cremations (depending on urn size)

side by side at foot only or One (1) cremation centred at head and up to

two (2) cremations (depending on urn size) side by side at foot only

Markers to be installed in accordance with the cemetery by-law

Lot	\$100.00
Care & Maintenance	\$150.00
<b>Sub-Total</b>	<b>\$250.00</b>
HST	\$32.50
<b>TOTAL</b>	<b>\$282.50</b>

### A.4 Cremation lot

lot Size: 2' x 2' or 4 square feet

Up to Two (2) cremations (depending on size of urn)

Flat Markers only allowed on Cremation lots & No Flower Beds allowed due to size

Lot	\$75.00
Care & Maintenance	\$150.00
<b>Sub-Total</b>	<b>\$225.00</b>
HST	\$29.25
<b>TOTAL</b>	<b>\$254.25</b>

### A.5 Veteran lot

lot Size: 5' x 10' or 50 square feet

Two (2) Full Burials Allowed - One (1) MUST be at extra depth (10')

or Two (2) cremations (depending on size of urn) MAXIMUM 2 INTERMENTS  
 VETERAN AND SPOUSE ONLY

No charge for Veteran - Interment of Spouse will be the responsibility of the family

**CEMETERY OPERATOR: TOWN OF FORT FRANCES**  
**CURRENT PRICE LIST OF CEMETERY SUPPLIES & SERVICES - EFFECTIVE DATE JULY 1, 2012**  
**FOR TWO CEMETERIES: FORT FRANCES CEMETERY- 401 King's Hwy.**  
**RIVERVIEW CEMETERY - 1319 COLONIZATION ROAD WEST**  
 Contact telephone number 274-9893 Monday to Friday from 8:00 am to 4:00 pm- 900 Wright Avenue  
 Day to Day Operation contact: Doug Brown Operations and Facilities Manager 274-9893 - 900 Wright Avenue

*Agenda Item # 7.5 ...*

**B. UNIT PRICE PER INTERMENT**

**B.1 SUMMER - May 1 to October 31**

<b>B.1.1 Adult Interment</b>	<b>\$700.00</b>
HST	\$91.00
<b>TOTAL</b>	<b>\$791.00</b>
<b>B.1.2 Adult with Vault</b>	<b>\$780.00</b>
HST	\$101.40
<b>TOTAL</b>	<b>\$881.40</b>
<b>B.1.3 Child ( 8 years old or under)</b>	<b>\$275.00</b>
HST	\$35.75
<b>TOTAL</b>	<b>\$310.75</b>
<b>B.1.4 Child ( 8 years old or under) with Vault</b>	<b>\$300.00</b>
HST	\$39.00
<b>TOTAL</b>	<b>\$339.00</b>
<b>B.1.5 Extra Depth 10 ft.</b>	<b>\$780.00</b>
HST	\$101.40
<b>TOTAL</b>	<b>\$881.40</b>
<b>B.1.6 Saturday (above rates +)</b>	<b>\$481.16</b>
HST	\$62.55
<b>TOTAL</b>	<b>\$543.71</b>

**B.1.7 Disinterment - above rates plus 150% and all applicable taxes**

**NOTE: All interments include the use of artificial grass and lowering devices**

**CEMETERY OPERATOR: TOWN OF FORT FRANCES**  
**CURRENT PRICE LIST OF CEMETERY SUPPLIES & SERVICES - EFFECTIVE DATE JULY 1ST, 2012**  
 FOR TWO CEMETERIES: FORT FRANCES CEMETERY- 401 King's Hwy.  
 RIVERVIEW CEMETERY - 1319 COLONIZATION ROAD WEST  
 Contact telephone number 274-9893 Monday to Friday from 8:00 am to 4:00 pm- 900 Wright Avenue  
 Day to Day Operation contact: Doug Brown Operations and Facilities Manager 274-9893 - 900 Wright Avenue

*Agenda Item # 7.5 ...*

**B. UNIT PRICE PER INTERMENT**

**B.2 WINTER - November 1st - April 30th**

B.2.1 Adult Interment	\$850.00
HST	\$110.50
<b>TOTAL</b>	<b>\$960.50</b>

B.2.2 Adult with Vault	\$930.00
HST	\$120.90
<b>TOTAL</b>	<b>\$1,050.90</b>

B.2.3 Child ( 8 years old or under)	\$400.00
HST	\$52.00
<b>TOTAL</b>	<b>\$452.00</b>

B.2.4 Child ( 8 years old or under) with Vault	\$480.00
HST	\$62.40
<b>TOTAL</b>	<b>\$542.40</b>

B.2.5 Extra Depth 10 ft.	\$1,014.22
HST	\$131.85
<b>TOTAL</b>	<b>\$1,146.07</b>

B.2.6 Saturday (above rates +)	\$481.16
HST	\$62.55
<b>TOTAL</b>	<b>\$543.71</b>

B.2.7 Disinterment - above rates plus 150% and all applicable taxes

NOTE: All interments include the use of artificial grass and lowering devices

**CEMETERY OPERATOR: TOWN OF FORT FRANCES**  
**CURRENT PRICE LIST OF CEMETERY SUPPLIES & SERVICES - EFFECTIVE DATE JULY 1ST, 2012**

*Agenda Item # 7.5 ...*

FOR TWO CEMETERIES: FORT FRANCES CEMETERY- 401 King's Hwy.

RIVERVIEW CEMETERY - 1319 COLONIZATION ROAD WEST

Contact telephone number 274-9893 Monday to Friday from 8:00 am to 4:00 pm- 900 Wright Avenue

Day to Day Operation contact: Doug Brown Operations and Facilities Manager 274-9893 - 900 Wright Avenue

**B.3 UNIT PRICE PER INTERMENT FOR CREMATED REMAINS**

**May 1 to October 31- Only**

**B.3.1 Cremation < 12" in diameter to Max.**

24 inches	\$250.00
HST	\$32.50
<b>TOTAL</b>	<b>\$282.50</b>

**B.3.2. Saturday Cremains < 12" diameter to Max. 24 " in diameter**

	\$400.00
HST	\$52.00
<b>TOTAL</b>	<b>\$452.00</b>

**B.3.3 Cremains Placed in Private Marker/Monument Base**

	\$70.76
HST	\$9.20
<b>TOTAL</b>	<b>\$79.96</b>

**B.3.4 Cremains placed in the ground at the same time as full burial interment**

	\$40.10
HST	\$5.21
<b>TOTAL</b>	<b>\$45.31</b>

**B.3.5 Cremains placed in Monument Niche**

	\$53.42
HST	\$6.94
<b>TOTAL</b>	<b>\$60.36</b>

**B.3.6 Disinterment - above rates plus 150% and all applicable taxes**

**NOTE: All interments include the use of artificial grass and lowering equipment**

# CEMETERY OPERATOR: TOWN OF FORT FRANCES

## CURRENT PRICE LIST OF CEMETERY SUPPLIES & SERVICES - *Agenda Item # 7.5 ...*

FOR TWO CEMETERIES: FORT FRANCES CEMETERY- 401 King's Hwy.

RIVERVIEW CEMETERY - 1319 COLONIZATION ROAD WEST

Contact telephone number 274-9893 Monday to Friday from 8:00 am to 4:00 pm- 900 Wright Avenue

Day to Day Operation contact: Doug Brown Operations and Facilities Manager 274-9893 - 900 Wright Avenue

### C UNIT PRICE FOR A COLUMBARIUM NICHE

C.1 Top Two Rows	\$1,102.67
Care & Maintenance	\$165.40
<b>Sub-Total</b>	<b>\$1,268.07</b>
HST	\$164.85
<b>TOTAL</b>	<b>\$1,432.92</b>

Purchase Price of Columbarium Niche includes  
Purchase of Double Niche  
Bronze Plaque and installation  
One Urn Placement or interment

C.2 Middle Four Rows	\$1,362.12
Care & Maintenance	\$204.32
<b>Sub-Total</b>	<b>\$1,566.44</b>
HST	\$203.64
<b>TOTAL</b>	<b>\$1,770.08</b>

Interior shelf space of a niche is 13" wide  
x 10" deep x 8" high, therefore urns to be  
placed in the columbarium can be no bigger  
than 6.5" wide x 10" deep x 8" high.

C.3 Bottom Two Rows	\$908.08
Care & Maintenance	\$136.21
<b>Sub-Total</b>	<b>\$1,044.29</b>
HST	\$135.76
<b>TOTAL</b>	<b>\$1,180.05</b>

C.4 2nd Urn Placement in Niche	\$129.72
HST	\$16.86
<b>TOTAL</b>	<b>\$146.58</b>

### D. UNIT PRICE FOR FLOWER CARE PER LOT

D.1 Special Care Single - Flowers	\$2,500.00
HST	\$325.00
<b>TOTAL</b>	<b>\$2,825.00</b>

Single Special Care: The flower bed is  
centred to the monument 3 rows of 6 flowers  
- 18 flowers

D.2 Special Care Double - Flowers	\$5,000.00
HST	\$650.00
<b>TOTAL</b>	<b>\$5,650.00</b>

Double Special Care: is two (2) singles  
2 single beds are planted 3 rows x 6 = 18  
flowers - 2 x 18 = 36 flowers

D.3 Annual Care - Adult -Flowers	\$200.00
HST	\$26.00
<b>TOTAL</b>	<b>\$226.00</b>

Single Pillow: Exact same size as single but  
turned in such a way that the bed is wider  
across the base 3 rows x 6 = 18 flowers

D.4 Annual Care - Child - Flowers	\$75.00
HST	\$9.75
<b>TOTAL</b>	<b>\$84.75</b>

Double Pillow: Is positioned along the base  
the same as a single pillow but is larger in  
in 4 rows x 6 = 24 flowers

Annual Care paid for and planted each year  
Special Care is paid for once and is planted  
every year

### E. UNIT PRICE FOR A FOUNDATION FOR A UPRIGHT MONUMENT (MARKER)

For the Supply, Installation and Inspection of Concrete Foundations for Upright Markers or Monuments	\$ 0.25 per square inch plus HST
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Based on the exact size of the foundation. Where the  
square inches are calculated by adding 6 inches to both  
the width and length of the base of the Marker or  
Monument. The Town will only accepted foundation  
orders from June 15th to September 15th of each year.

### F. UNIT PRICE FOR A FOUNDATION FOR A FLAT MARKER

For the Supply, Installation and Inspection of Concrete Foundations for Flat Markers	\$ 0.23 per square inch plus HST
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Based on the exact size of the foundation. Where the  
square inches are calculated by adding 6 inches to both  
the width and length of the base of the flat Marker . The  
Town will only accepted foundation orders from June  
15th to September 15th of each year.

**CEMETERY OPERATOR: TOWN OF FORT FRANCES**  
**CURRENT PRICE LIST OF CEMETERY SUPPLIES & SERVICES - EFFECTIVE DATE JULY 1ST, 2012**  
**FOR TWO CEMETERIES: FORT FRANCES CEMETERY- 401 King's Hwy.**

*Agenda Item # 7.5 ...*

RIVERVIEW CEMETERY - 1319 COLONIZATION ROAD WEST

Contact telephone number 274-9893 Monday to Friday from 8:00 am to 4:00 pm- 900 Wright Avenue

Day to Day Operation contact: Doug Brown Operations and Facilities Manager 274-9893 - 900 Wright Avenue

**G. CARE & MAINTENANCE FOR A FLAT MARKER OR UPRIGHT MONUMENT (MARKER)**

**G.1 Flat Markers that measure less than 1116.13 square centimetres or 173 sq. inches**

	<b>\$0.00</b>
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**G.2 Flat Markers that measure at Least 1,116.13 square centimetres or 173 sq. inches**

	<b>\$50.00</b>
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**G.3 Upright Monument that measure less than 1.22 meters or 4 feet in height and/or length including the base**

	<b>\$100.00</b>
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**G.4 Upright Monument measuring more than 1.22 meters or 4 feet in height and/or length including the base**

	<b>\$200.00</b>
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**H. MISCELLANEOUS CEMETERIES FEES**

**H.1 For non-residents customers the above list rates plus 40% mark-up and all applicable taxes**

Note the only exception to applying the 40% increase for non-residents is care and maintenance fees for markers and lots, these rates are established under the *Funeral, Burial and Cremation Services Act, 2002* and regulations, as amended from time to time

**H.2 Funeral Arriving before 9 am and after 3:00 pm**

	<b>\$116.75</b>
<b>HST</b>	<b>\$15.18</b>
<b>TOTAL</b>	<b>\$131.93</b>

**H.3 Full Burial Interment Licensing Fee imposed by the province of Ontario**

	<b>\$10.00</b>	
<b>HST</b>	<b>\$1.30</b>	
<b>TOTAL</b>	<b>\$11.30</b>	<b>per full burial interment</b>

**H.4 Issue of new Interment Rights Certificate as a result of revisions to intended occupant(s) or ownership change**

	<b>\$100.00</b>	
<b>HST</b>	<b>\$13.00</b>	
<b>TOTAL</b>	<b>\$113.00</b>	<b>per change</b>

**H.5 Rental of Artificial Grass for off-site interments**

	<b>\$10.00</b>	
<b>HST</b>	<b>\$1.30</b>	
<b>TOTAL</b>	<b>\$11.30</b>	<b>per off-site interment</b>

**H.6 Hourly labour per cemetery worker**

	<b>\$39.62</b>
<b>HST</b>	<b>\$5.15</b>
<b>TOTAL</b>	<b>\$44.77</b>

**General Notes:**

- 1) Payment is due at the time of purchase - no financing
- 2) For any additional information or clarification, please feel free to contact the cemetery operator as per the contact information outlined at the top of each page of the current price list

Report To: Mayor and Council

From: Frank Sheppard, Fire Chief/ CEMC

Re: 2012 Appointment of the Emergency Management Program  
Committee and the Municipal Emergency Control Group.

---


Attached is a list of persons that are an integral part of our emergency management process in the Town of Fort Frances. To meet compliance with the expectations of the Emergency Management and Civil Protection Act and standards regulation 380/04 these persons must be appointed by Council to fill the positions. Included with the package is an excerpt from regulation 380/04 that outlines roles and responsibilities of the two groups.

Certain standards apply to the appointments that limit membership to the Municipal Emergency Control Group to Council members and employees of the Corporation and as a result I have limited my recommendation of appointment to that group.

With regard to the Emergency Management Program Committee, they are a group that will provide advice and reflection to the development of the community emergency management program, and as a result I am recommending membership from a broader community cross section. In addition this group will likely be the individuals that the MCEG draws from to make decisions related to incident mitigation and management.

The Community Service Executive Committee, at its meeting of June 18<sup>th</sup>, 2012 recommend its signing.

Respectfully submitted



Frank Sheppard  
Fire Chief/CEMC

<p><b>Council approval of this report will</b> appoint members to the Emergency Management Program Committee and the Municipal Emergency Control Group for the term of this current Council or until additional appointments have to be made.</p>
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**Municipal emergency control group**

12. (1) Every municipality shall have a municipal emergency control group. O. Reg. 380/04, s. 12 (1).

(2) The emergency control group shall be composed of,

(a) such officials or employees of the municipality as may be appointed by the council; and

(b) such members of council as may be appointed by the council. O. Reg. 380/04, s. 12 (2).

(3) The members of the group shall complete the annual training that is required by the Chief, Emergency Management Ontario. O. Reg. 380/04, s. 12 (3).

(4) The group shall direct the municipality's response in an emergency, including the implementation of the municipality's emergency response plan. O. Reg. 380/04, s. 12 (4).

(5) The group shall develop procedures to govern its responsibilities in an emergency. O. Reg. 380/04, s. 12 (5).

(6) The group shall conduct an annual practice exercise for a simulated emergency incident in order to evaluate the municipality's emergency response plan and its own procedures. O. Reg. 380/04, s. 12 (6).

(7) If determined necessary as a result of the evaluation under subsection (6), the group shall revise its procedures and shall make recommendations to the council for the revision of the municipality's emergency response plan. O. Reg. 380/04, s. 12 (7).

(8) The group may at any time seek the advice and assistance of the following:

1. Officials or employees of any level of government who are involved in emergency management.
2. Representatives of organizations outside government who are involved in emergency management.
3. Persons representing industries that may be involved in emergency management. O. Reg. 380/04, s. 12 (8).

**Emergency management program committee**

11. (1) Every municipality shall have an emergency management program committee. O. Reg. 380/04, s. 11 (1).

(2) The committee shall be composed of,

(a) the municipality's emergency management program co-ordinator;

- (b) a senior municipal official appointed by the council;
- (c) such members of the council, as may be appointed by the council;
- (d) such municipal employees who are responsible for emergency management functions, as may be appointed by the council; and
- (e) such other persons as may be appointed by the council. O. Reg. 380/04, s. 11 (2).

(3) The persons appointed under clause (2) (e) may only be,

- (a) officials or employees of any level of government who are involved in emergency management;
- (b) representatives of organizations outside government who are involved in emergency management; or
- (c) persons representing industries that may be involved in emergency management. O. Reg. 380/04, s. 11 (3).

(4) The council shall appoint one of the members of the committee to be the chair of the committee. O. Reg. 380/04, s. 11 (4).

(5) The committee shall advise the council on the development and implementation of the municipality's emergency management program. O. Reg. 380/04, s. 11 (5).

(6) The committee shall conduct an annual review of the municipality's emergency management program and shall make recommendations to the council for its revision if necessary. O. Reg. 380/04, s. 11 (6).

## Municipal Emergency Control Group

Title	Member	Work Ph.
<b>Mayor</b>	Roy Avis	274-7751
	<i>Alternate</i> Sharon Tibbs	274-5323x257
<b>Administrator</b>	Mark McCaig	274-5323x233
	<i>Alternate</i> Glenn Treftlin	274-5323x236
<b>Fire Chief/CEMC</b>	Frank Sheppard	274-9841x4
	<i>Alternate</i> Kathy Lawson	274-5323x257
<b>OPP Commander</b>	Steve Shouldice	274-3322
	<i>Alternate</i> Scott Gobeil	274-3322
<b>Manager - Ops/Facilities</b>	Doug Brown	274-9893x306
	<i>Alternate</i> Milt Strachan	274-9893x302
<b>Finance</b>	Laurie Witherspoon	274-5323x248
	<i>Alternate</i> Debbie Scofield	274-5323x247
<b>Emergency Information Officer</b>	Patrick Briere	274-5323x255
	<i>Alternate</i> Darryl Allan	274-5323x209
<b>FFPC</b>	Brian Mueller	274-9291x217
	<i>Alternate</i> Joerg Ruppenstein	274-9291x232

**Note: Scribe will be appointed by CAO as required**

## EMERGENCY MANAGEMENT PROGRAM COMMITTEE

Title	Member	Work Ph.
<b>Mayor</b>	Roy Avis	274-7751
	<i>Alternate</i> Sharon Tibbs	
<b>Administrator</b>	Mark McCaig	274-5323x233
	<i>Alternate</i> Glenn Treftlin	274-5323x236
<b>Fire Chief/CEMC</b>	Frank Sheppard	274-9841
	<i>Alternate</i> Kathy Lawson	274-5323x257
<b>OPP Commander</b>	Steve Shouldice	274-3322
	<i>Alternate</i> Scott Gobeil	274-3322
<b>Manager - Ops/Facilities</b>	Doug Brown	274-9893x306
	<i>Alternate</i> Milt Strachan	274-9893x302
<b>Finance</b>	Laurie Witherspoon	274-5323x248
	<i>Alternate</i> Debbie Scofield	274-5323x247
<b>Emergency Information Officer</b>	Patrick Briere	274-5323x255
	<i>Alternate</i> Darryl Allan	274-5323x247
<b>FFPC</b>	Brian Mueller	274-9291x217
	<i>Alternate</i> Joerg Ruppenstein	274-9291x232
<b>Riverside Health Care</b>	Ed Cousineau	274-3261x4820
<b>R.R.D.S.S.A.B.</b>	Shelly Shute	274-5349x306
	<i>Alternate</i> Marie Howells	274-5349x309
<b>Health Unit</b>	Brian Norris	274-9827
	<i>Alternate</i> Sandra Krikke	274-9827
<b>CISM TEAM</b>	Jon Thompson	274-4807
	<i>Alternate</i> John Beaton	274-6952x22
<b>Ambulance</b>	Dan McCormick	274-5349
	<i>Alternate</i> Ed Carlson	274-6952x25
<b>Resolute Forest Products</b>	Kristi Steele	274-5311x1828
	<i>Alternate</i> Gordon Winik	274-5311x1886
<b>MNR</b>	Jeff Wiume	274-8617
	<i>Alternate</i> Darryl McLeod	274-8606
<b>B93 After Hours</b>	Leo Melanson	274-5341
	<i>Alternate</i> Randy Thoms	274-5341
<b>Victim Services</b>	Peggy Loyie	274-5687
	Mary-Jane Allan	274-5689
	24/7 Phone Line	Emergency
<b>Canadian Red Cross</b>	Shana Hanson	223 4751
	<i>Alternate</i> Keri Rafter	223 4751
<b>Union Gas</b>	Luke Skarup	274-5379x5080027

Report To: Mayor and Council  
From: Frank Sheppard, Fire Chief/ CEMC  
Re: 2012 Rescue Vehicle Tender

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Enclosed in this report is an outline of the recommendation of the Community Services Executive related to the purchase of a new rescue truck to replace unit 11-7. The low bid was received from Sunset Country Ford Ltd and was in whole dollars identified at \$60,965.00 before taxes. The second bid was received from West End Motors and was in whole dollars identified at \$63,250.00 before taxes. After tax bids were identified at \$68,890.45, and \$71,472.50 respectively.

Neither party was able to meet all of the criteria identified in the specification, however that may have been a deficiency of the specification rather than the manufacturer. Most of the deficiencies were minor in nature and should not preclude either of the tenders. The common deficiencies were as follows; both manufactures provide four-wheel disc brakes, not two front discs and two rear drum. Neither manufacturer supplies an 850 CCA battery, however both are in the 730 to 750 CCA range. Some minor variations exist with the two bids based on manufacturer differences, which include Sunset Ford providing manual door locks and windows not power, and vinyl seats not leather or cloth. None of these variations are critical to the operation of the vehicle, and there remains a price difference of \$2,285.00 between the low bid and the second bid. Either vehicle has the ability to meet our needs related to response, and our budget for the line item is \$63,160.00

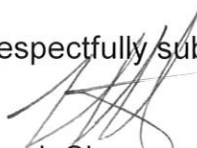
One significant variation between the bids was identified during the bid evaluation process. Sunset Country Ford Limited priced a single 4000 watt inverter that provides 110 volt electricity to the unit. While this is below the specified threshold in

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the tender document I was asked if we could work with that amount and I indicated that we could. As a result, Sunset Ford tendered with that as part of their tender. West End Motors submitted their tender with two 4000 watt, 110 volt inverters that can be parallel wired to produce 8000 watts and 220 volt power. The cost of the second inverter with materials and labour is \$4,825.00, and when that is removed from the value of the tender the West End Motors bid comes in at \$58,335.00. I cannot add the price of a second inverter to the Sunset Country Ford tendered bid, as that would raise the cost of their bid to \$65,790.00, which is above my projected budget, and would place them in second place with regard to the bidding process.

Based on my recommendation and report, the Community Services Executive Committee, at its meeting of June 18<sup>th</sup>, 2012 recommends the removal of one inverter from the rescue truck and the award of the tender to West End Motors in the amount of \$58,335.00.

Respectfully submitted



Frank Sheppard  
Fire Chief/CEMC

**Council approval of this report will** authorize the purchase of a rescue vehicle from West End Motors in accordance with the tender process and the recommendation of the Fire Chief and the Community Services Executive.

May 31, 2012

Report to: Mayor and Council

From: Jason Kabel, Manager of Community Services

Re: **Canteen Request for Proposal 12-CS-05**

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The Community Services Division has evaluated the candidates who submitted proposals to offer canteen services under 12-CS-05 Request for Proposal. There were a total of five proposals submitted and four were selected for interviews. Overall we were very pleased with the quality and quantity of submissions. In the past there was never a selection process as there was only one submission to previous requests for proposal.

Please find attached a scoring summary for the submitted proposals and interviews.

The interviews of the four candidates were conducted by J. Kabel and L. Moffitt. The interviewees were given the opportunity to respond to the standard questions that were asked of all the proponents. Responses were documented and then an informal questioning ensued with each candidate what addressed specific components of their submission. Upon completion of the formal interview process, scoring and deliberations over who would best satisfy our requirements for serving the citizens who frequent the Memorial Sports Centre resulted in a difficult but unanimous nomination of a candidate.

The Community Services Executive committee recommends that **Mark Nagant** be selected as the successful proposal candidate and thereby enter into a **two-year** agreement for canteen services.

Respectfully submitted,

Jason Kabel  
Manager of Community Services

**Council's approval of this report will:**

Award Mark Nagant as the successful bidder on Canteen RFP 12-CS-05 and enter into a two-year agreement to operate the canteen at Memorial Sports Centre.



## Canteen Proposal Interview Scoring Summary

May 2012

Rate each question or item on a scale from 1-4

1: No evidence of desired skill/quality, 2:Limited evidence of the desired skill,  
3:Evidence that the candidate meets the desired skill, 4:Strong evidence of the desired skill.

	Mark Nagant	Frank Bruyere	Jill Kawulia (Gina, Melissa)	Rhonda Nicholl/Geraldine Dustin
1. Why are you interested in running the canteen?	4	4	4	4
2. What experience do you have in running a canteen?	4	0	3	3
3. How much time will you yourself be at the canteen?	4	3	2	4
4. Will you have other supervisors?	3	3	3	4
5. How would you deal with a patron's criticism of a staff member or the food?	4	3	3	3
6. What do you envision for signage and promotion?	3	3	3	3
7. What would you like to see different from the past canteen?	4	4	3	3
8. It is the Town's policy to have a criminal background check for all workers in it's facilities, would you have an issue with this for yourself? For your employees?	4	0	4	4
9. Would you be interested in doing Banquets upstairs? Same % as canteen?	4	3	0	3
10. Do you have a problem with tournaments/user groups bringing in their own food?	4	4	4	4
<b>Sub-Total</b>	<b>38/40</b>	<b>27/40</b>	<b>29/40</b>	<b>35/40</b>
Overall Impression (scale score x 2)	6	6	6	6
Quality of Proposal Submitted (scale score x 2)	4	8	2	4
<b>Total</b>	<b>48/56</b>	<b>41/56</b>	<b>37/56</b>	<b>45/56</b>



**TOWN OF FORT FRANCES  
ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2012/64**

**To:** Mayor Avis & Members of Council  
**From:** Laurie Witherspoon, Treasurer  
**Date:** June 15, 2012  
**Subject:** 2011 Municipal Performance Measurement Program Results

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**BACKGROUND**

The Ontario government in 2000 launched a mandatory performance measurement program for municipalities. The Municipal Performance Measurement Program (MPMP) requires municipalities to collect data to report annually on measures of effectiveness and efficiency in key service areas. The Town of Fort Frances reports on twelve of the thirteen core services, Conventional Transit being the exception. Building Permits & Inspection is a new reportable measure for 2011. MPMP is an initiative designed to provide taxpayers with useful information on service delivery and municipalities with a tool to improve those services over time.

Divisional Managers have reviewed the attached MPMP report. I am seeking Council approval to publish the 2011 Municipal Performance Measurement results on our website for public access.

**RECOMMENDATION**

Administration recommends that the 2011 Municipal Performance Measurement Program Results as attached be approved and published on the Town of Fort Frances website.

Council Approval of This Report Will Agree to the Administration recommend to approve the 2011 Municipal Performance Measurement Program Results and to publish the results on the Town of Fort Frances website.
--

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### Local Government

#### 1.1 a) GENERAL GOVERNMENT

	2011	2010	2009	2008	
	4.6%	4.9%	4.50%	4.60%	

#### Efficiency Measure

Operating costs for governance and corporate management as a percentage of total Municipal Operating Costs.

#### Objective

Efficient municipal government.

#### Notes

SLC 91 0206 35 Financial Information Return

#### 1.1 b) GENERAL GOVERNMENT

	2011	2010	2009		
	3.90%	4.10%	3.90%		

#### Efficiency Measure

Total costs of governance and corporate management as a percentage of total municipal costs.

#### Objective

Efficient municipal government.

**Notes:** Measure includes amortization

SLC 91 0206 45 Financial Information Return

### Fire Services

#### 2.1 a) FIRE SERVICES

	2011	2010	2009	2008	
	\$2.76	\$2.35	\$2.73	\$2.37	

#### Efficiency Measure

Operating costs for fire services per \$1,000 of property assessment.

#### Objective

Efficient fire services.

#### Notes

SLC 91 1103 35 Financial Information Return

## TOWN OF FORT FRANCES

### Municipal Performance Measurement Program ■ 2011 Results

2.1 b) FIRE SERVICES					
	2011	2010	2009		
	\$2.88	\$2.48	\$2.85		
<b>Efficiency Measure</b> Total costs for fire services per \$1,000 of property assessment.					
<b>Objective</b> Efficient fire services.					
<b>Notes:</b> Measure - Total operating costs include amortization expense.					
SLC 91 1103 45 Financial Information Return					
2.2 RESIDENTIAL FIRE RELATED CIVILIAN INJURIES					
	2011	2010	2009		
	0.00	0.00	0.00		
<b>Effectiveness Measure</b> Number of residential fire related civilian injuries per 1,000 persons					
<b>Objective</b> Minimize the number of civilian injuries in residential fires.					
<b>Notes:</b>					
SLC 92 1151 07 Financial Information Return					
2.3 RESIDENTIAL FIRE RELATED CIVILIAN INJURIES - 5 YEAR AVERAGE					
	2011	2010	2009		
	0.00	0.00	0.00		
<b>Effectiveness Measure</b> Number of residential fire related civilian injuries averaged over 5 years per 1,000 persons					
<b>Objective</b> Minimize the number of civilian injuries in residential fires.					
<b>Notes:</b>					
SLC 92 1152 07 Financial Information Return					

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### 2.4 RESIDENTIAL FIRE RELATED CIVILIAN FATALITIES

	2011	2010	2009	
	0.000	0.000	0.123	

#### Effectiveness Measure

Number of residential fire related civilian fatalities per 1,000 persons

#### Objective

Minimize the number of civilian fatalities in residential fires.

#### Notes:

SLC 92 1155 07 Financial Information Return

### 2.5 RESIDENTIAL FIRE RELATED CIVILIAN FATALITIES - 5 YEAR AVERAGE

	2011	2010	2009	
	0.000	0.000	0.123	

#### Effectiveness Measure

Number of residential fire related civilian fatalities averaged over 5 years per 1,000 persons

#### Objective

Minimize the number of civilian fatalities in residential fires.

#### Notes:

SLC 92 1156 07 Financial Information Return

### 2.6 RESIDENTIAL STRUCTURAL FIRES

	2011	2010	2009	
	1.049	0.525	2.363	

#### Effectiveness Measure

Number of residential structural fires per 1,000 households

#### Objective

Minimize the number of residential structural fires.

#### Notes:

SLC 92 1160 07 Financial Information Return

TOWN OF FORT FRANCES

Municipal Performance Measurement Program ■ 2011 Results

Police Services

3.1 a) POLICE SERVICES					
	2011	2010	2009	2008	
	\$324.87	\$315.19	\$302.38	\$303.02	
<b>Efficiency Measure</b> Operating costs for police services per person.					
<b>Objective</b> Efficient police services.					
<b>Notes:</b> O.P.P. Contracted Policing					
SLC 91 1204 35 Financial Information Return					
3.1 b) POLICE SERVICES					
	2011	2010	2009		
	\$324.87	\$315.19	\$302.38		
<b>Efficiency Measure</b> Total costs for police services per person.					
<b>Objective</b> Efficient police services.					
<b>Notes:</b> O.P.P. Contracted Policing - No amortization expense.					
SLC 91 1204 45 Financial Information Return					
3.2 VIOLENT CRIME RATE					
	2011	2010	2009	2008	
	17.354	17.771	20.980	22.337	
<b>Effectiveness Measure</b> Violent crime rate per 1,000 persons.					
<b>Objective</b> Safe Communities					
<b>Notes</b>					
SLC 92 1258 07 Financial Information Return					

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

3.3 PROPERTY CRIME RATE					
	2011	2010	2009	2008	
	40.493	45.662	46.279	46.649	
<b>Effectiveness Measure</b> Property crime rate per 1,000 persons.					
<b>Objective</b> Safe Communities					
<b>Notes</b> SLC 92 1259 07 Financial Information Return					
3.4 TOTAL CRIME RATE					
	2011	2010	2009	2008	
	76.081	82.562	85.030	91.694	
<b>Effectiveness Measure</b> Total crime rate per 1,000 persons.					
<b>Objective</b> Safe Communities					
<b>Notes:</b> Total number of violent crime, property crime and other Criminal Code offences SLC 92 1263 07 Financial Information Return					
3.6 YOUTHS CHARGED					
	2011	2010	2009	2008	
	94.368	136.986	118.721	41.096	
<b>Effectiveness Measure</b> Youth crime rate per 1,000 youths.					
<b>Objective</b> Efficient police services.					
<b>Notes:</b> SLC 92 1265 07 Financial Information Return					

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### Building Permits & Inspection

#### 4.1 a) BUILDING PERMITS & INSPECTION SERVICES

	<b>2011</b>				
	\$30.31				

#### Efficiency Measure

Operating costs for building permits and inspection services per \$1,000 of construction activity based on permits issued

#### Objective

Efficient Building Permit and Inspection services.

**Notes:** New Performance Measure

SLC 91 1301 35 Financial Information Return

#### 4.1 b) BUILDING PERMITS & INSPECTION SERVICES

	<b>2011</b>				
	\$32.22				

#### Efficiency Measure

Operating costs for building permits and inspection services per \$1,000 of construction activity based on permits issued

#### Objective

Efficient Building Permit and Inspection services - New Measure includes amortization expense

**Notes:** New Measure includes amortization expense.

SLC 91 1301 45 Financial Information Return

#### 4.2 BUILDING PERMITS & INSPECTION SERVICES

	<b>Houses</b>	<b>Small Buildings</b>	<b>Large Buildings</b>	<b>Complex Buildings</b>	
<b>Prov Standard</b>	10 Working Days	15 Working Days	20 Working Days	30 Working Days	
<b>Municipal</b>	5 Working Days	5 Working Days	7 Working Days	15 Working Days	

#### Efficiency Measure

Median number of working days to review a complete building permit application and issue a permit or not issue a permit and provide all reasons for refusal

#### Objective

Effective measure for service - meeting and/or exceeding Provincial Standard.

**Notes:**

SLC 92 1351 - 1354 7 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### Transportation - Roadways

#### 5.1 a) PAVED ROADS

	2011	2010	2009	2008	
	\$2,126.86	\$2,241.99	\$2,446.30	\$1,228.12	

#### Efficiency Measure

Total costs for paved (hard top) roads per lane kilometre.

#### Objective

Efficient road maintenance services

#### Notes:

SLC 91 2111 35 Financial Information Return

#### 5.1 b) PAVED ROADS

	2011	2010	2009		
	\$9,387.62	\$9,128.38	\$7,195.63		

#### Efficiency Measure

Total costs for paved (hard top) roads per lane kilometre.

#### Objective

Efficient road maintenance services - Measure includes amortization expense

**Notes:** 2010 Amortization Expense (\$358,119) higher than 2009 .

SLC 91 2111 45 Financial Information Return

#### 5.2 a) UNPAVED ROADS

	2011	2010	2009	2008	
	\$8,417.70	\$7,211.60	\$6,521.10	\$5,640.40	

#### Efficiency Measure

Operating costs for unpaved (loose top) roads per lane kilometre

#### Objective

Efficient road maintenance services

#### Notes:

SLC 91 2110 35 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### 5.2 b) UNPAVED ROADS

	2011	2010	2009	
	\$12,155.60	\$22,526.60	\$10,033.00	

#### Efficiency Measure

Total costs for unpaved (loose top) roads per lane kilometre

#### Objective

Efficient road maintenance services

**Notes:** Measure includes amortization expense.

SLC 91 2110 45 Financial Information Return

### 5.3 a) BRIDGES & CULVERTS

	2011	2010	2009	
	\$11.20	\$4.01	\$2.18	

#### Efficiency Measure

Operating costs for bridges and culverts per square metre of surface area.

#### Objective

Efficient maintenance of bridges and culverts

**Notes:** Increased Program Support Allocation in 2010

SLC 91 2130 35 Financial Information Return

### 5.3 b) BRIDGES & CULVERTS

	2011	2010	2009	
	\$58.63	\$48.57	\$28.48	

#### Efficiency Measure

Total costs for bridges and culverts per square metre of surface area.

#### Objective

Efficient maintenance of bridges and culverts

**Notes:** Measure includes amortization expense. Increased Amortization Expense in 2010

SLC 91 2130 45 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### 5.4 a) WINTER MAINTENANCE

	2011	2010	2009	2008	
	\$3,470.35	\$2,852.88	\$2,913.02	\$2,773.91	

#### Efficiency Measure

Operating costs for winter maintenance of roadways, excluding sidewalks and parking lots, per lane kilometre maintained in winter

#### Objective

Efficient winter maintenance of roadways

#### Notes:

SLC 91 2205 35 Financial Information Return

### 5.4 b) WINTER MAINTENANCE

	2011	2010	2009		
	\$3,606.95	\$2,907.08	\$3,101.91		

#### Efficiency Measure

Total costs for winter maintenance of roadways, excluding sidewalks and parking lots, per lane kilometre maintained in winter

#### Objective

Efficient winter maintenance of roadways

**Notes:** Measure includes amortization expense.

SLC 91 2205 45 Financial Information Return

### 5.5 ADEQUACY OF PAVED ROADS

	2011	2010	2009	2008	
	Not Measured	Not Measured	Not Measured	Not Measured	

#### Effectiveness Measure

Percentage of paved lane kilometres where the condition is rated as good to very good.

#### Objective

Provide a paved road system that has a pavement condition that meets municipal objectives

#### Notes:

SLC 92 2152 07 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### 5.6 ADEQUACY OF BRIDGES & CULVERTS

	2011	2010	2009	
	100%	100%	100%	

#### Effectiveness Measure

Percentage of bridges and culverts where the condition is rated as good to very good.

#### Objective

Safe bridges and culverts

#### Notes:

SLC 92 2165 07 Financial Information Return

### 5.7 SNOW & ICE CONTROL FOR WINTER ROADS

	2011	2010	2009	2008	
	100%	100%	100%	100%	

#### Effectiveness Measure

Percentage of winter events where the response met or exceeded locally determined municipal service levels for road maintenance.

#### Objective

Provide an appropriate response to winter storm events

#### Notes:

SLC 92 2251 07 Financial Information Return

## Environment - Wastewater (Sewage)

### 6.1 a) WASTEWATER COLLECTION/CONVEYANCE

	2011	2010	2009	2008	
	\$11,674.63	\$14,419.46	\$10,128.05	\$10,412.16	

#### Efficiency Measure

Operating costs for the collection/conveyance of wastewater per kilometre of wastewater main.

#### Objective

Efficient wastewater system

#### Notes:

SLC 91 3111 35 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### 6.1 b) WASTEWATER COLLECTION/CONVEYANCE

	2011	2010	2009	
	\$15,139.03	\$17,763.93	\$13,357.84	

#### Efficiency Measure

Total costs for the collection/conveyance of wastewater per kilometre of wastewater main.

#### Objective

Efficient wastewater system

**Notes:** Measure includes amortization expense.

SLC 91 3111 45 Financial Information Return

### 6.2 a) WASTEWATER TREATMENT & DISPOSAL

	2011	2010	2009	2008	
	\$330.76	\$286.57	\$293.45	\$255.73	

#### Efficiency Measure

Operating costs for the treatment and disposal of wastewater per megalitre

#### Objective

Efficient wastewater system

**Notes:**

SLC 91 3112 35 Financial Information Return

### 6.2 b) WASTEWATER TREATMENT & DISPOSAL

	2011	2010	2009	
	\$445.00	\$392.88	\$393.62	

#### Efficiency Measure

Total costs for the treatment and disposal of wastewater per megalitre

#### Objective

Efficient wastewater system

**Notes:** Measure includes amortization expense.

SLC 91 3112 45 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### 6.3 a) WASTEWATER INTEGRATED SYSTEM

	211	2010	2009	2008	
	\$610.02	\$580.09	\$503.57	\$470.24	

#### Efficiency Measure

Operating costs for the collection/conveyance and treatment and disposal of wastewater per megalitre (integrated system)

#### Objective

Efficient wastewater system

#### Notes:

SLC 91 3113 35 Financial Information Return

### 6.3 b) WASTEWATER INTEGRATED SYSTEM

	2011	2010	2009		
	\$807.13	\$754.47	\$671.17		

#### Efficiency Measure

Total costs for the collection/conveyance and treatment and disposal of wastewater per megalitre (integrated system)

#### Objective

Efficient wastewater system

**Notes:** Measure includes amortization expense.

SLC 91 3113 45 Financial Information Return

### 6.4 WASTEWATER MAIN BACKUPS

	2011	2010	2009	2008	
	6.6667	3.5088	12.2807	8.7719	

#### Effectiveness Measure

Number of wastewater main backups per 100 kilometres of wastewater main in a year

#### Objective

Municipal sewage management practices prevent environmental and human health hazards

**Notes:** 7 Backups on 2009 compared to 2 Backups in 2010; 4 Backups in 2011

SLC 92 3154 07 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### 6.5 WASTEWATER BYPASSES TREATMENT

	2011	2010	2009	2008	
	0.158%	0.343%	0.000%	0.000%	
<b>Effectiveness Measure</b>					
Percentage of wastewater estimated to have bypassed treatment					
<b>Objective</b>					
Municipal sewage management practices prevent environmental and human health hazards					
<b>Notes:</b>					
SLC 92 3155 07 Financial Information Return					

## Storm Water Management

### 7.1 a) URBAN STORM WATER

	2011	2010	2009	2008	
	\$2,034.56	\$2,269.73	\$3,360.06	\$3,198.64	
<b>Efficiency Measure</b>					
Operating costs for urban storm water management (collection, treatment, disposal) per kilometre of drainage system					
<b>Objective</b>					
Efficient storm water management					
<b>Notes:</b>					
SLC 91 3209 35 Financial Information Return					

### 7.1 b) URBAN STORM WATER

	2011	2010	2009		
	\$5,939.20	\$6,226.20	\$7,960.73		
<b>Efficiency Measure</b>					
Total costs for urban storm water management (collection, treatment, disposal) per kilometre of drainage system					
<b>Objective</b>					
Efficient storm water management					
<b>Notes:</b> Measure includes amortization expense.					
SLC 91 3209 45 Financial Information Return					

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### 7.2 a) RURAL STORM WATER

	2011	2010	2009	2008	
	\$964.45	\$1,056.14	\$732.86	\$661.36	

#### Efficiency Measure

Operating costs for rural storm water management (collection, treatment, disposal) per kilometre of drainage system

#### Objective

Efficient storm water management

**Notes:** Less maintenance costs in 2008 & 2009 as compared to 2010

SLC 91 3210 35 Financial Information Return

### 7.2 b) RURAL STORM WATER

	2011	2010	2009		
	\$965.71	\$1,107.53	\$736.60		

#### Efficiency Measure

Total costs for rural storm water management (collection, treatment, disposal) per kilometre of drainage system

#### Objective

Efficient storm water management

**Notes:** Measure includes amortization expense.

SLC 91 3210 45 Financial Information Return

## Drinking Water

### 8.1 a) TREATMENT OF DRINKING WATER

	2011	2010	2009	2008	
	\$475.14	\$398.40	\$467.54	\$390.27	

#### Efficiency Measure

Operating costs for the treatment of drinking water per megalitre

#### Objective

Efficient water services

**Notes:**

SLC 91 3311 35 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### 8.1 b) TREATMENT OF DRINKING WATER

	2011	2010	2009	
	\$626.95	\$526.46	\$608.18	

#### Efficiency Measure

Total costs for the treatment of drinking water per megalitre

#### Objective

Efficient water services

**Notes:** Measure includes amortization expense.

SLC 91 3311 45 Financial Information Return

### 8.2 a) DISTRIBUTION/TRANSMISSION OF DRINKING WATER

	2011	2010	2009	2008
	\$11,908.37	\$10,677.40	\$9,583.39	\$10,586.43

#### Efficiency Measure

Operating costs for the distribution/transmission of drinking water per kilometre of water distribution/transmission pipe

#### Objective

Efficient water services

**Notes:**

SLC 91 3312 35 Financial Information Return

### 8.2 b) DISTRIBUTION/TRANSMISSION OF DRINKING WATER

	2011	2010	2009	
	\$15,497.65	\$14,235.53	\$12,937.41	

#### Efficiency Measure

Total costs for the distribution/transmission of drinking water per kilometre of water distribution/transmission pipe

#### Objective

Efficient water services

**Notes:** Measure includes amortization expense.

SLC 91 3312 45 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

### 8.3 a) DRINKING WATER INTEGRATED SYSTEM

	2011	2010	2009	2008	
	\$996.78	\$850.87	\$889.45	\$850.08	

#### Efficiency Measure

Operating costs for the treatment and distribution/transmission of drinking water per megalitre (integrated system)

#### Objective

Efficient water services

#### Notes:

SLC 91 3313 35 Financial Information Return

### 8.3 b) DRINKING WATER INTEGRATED SYSTEM

	2011	2010	2009		
	\$1,305.81	\$1,129.71	\$1,177.76		

#### Efficiency Measure

Total costs for the treatment and distribution/transmission of drinking water per megalitre (integrated system)

#### Objective

Efficient water services

**Notes:** Measure includes amortization expense.

SLC 91 3313 45 Financial Information Return

### 8.4 BOIL WATER ADVISORIES

	2011	2010	2009	2008	
	0	0	0	0	

#### Effectiveness Measure

Weighted number of days when a boil water advisory issued by the Medical Officer of Health, applicable to a municipal water supply, was in effect.

#### Objective

Water is safe and meets local needs

#### Notes:

SLC 92 3355 07 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

8.5 WATER MAIN BREAKS					
	2011	2010	2009	2008	
	9.8592	4.2857	5.7143	7.1347	
<b>Effectiveness Measure</b> Number of water main breaks per 100 kilometres of water distribution/transmission pipe in a year					
<b>Objective</b> Improve system reliability					
<b>Notes:</b> 7 Water Main Breaks in 2011 as compared to 3 breaks in 2010					
SLC 92 3356 07 Financial Information Return					

## Solid Waste Management

9.1 a) GARBAGE COLLECTION					
	2011	2010	2009	2008	
	\$45.43	\$39.96	\$39.17	\$39.19	
<b>Efficiency Measure</b> Operating costs for garbage collection per household					
<b>Objective</b> Efficient solid waste management					
<b>Notes:</b> Contracted Service					
SLC 91 3404 35 Financial Information Return					
9.1 b) GARBAGE COLLECTION					
	2011	2010	2009		
	\$45.43	\$39.96	\$39.17		
<b>Efficiency Measure</b> Total costs for garbage collection per household					
<b>Objective</b> Efficient solid waste management					
<b>Notes:</b> Measure contracted service - no amortization expense.					
SLC 91 3404 45 Financial Information Return					

TOWN OF FORT FRANCES

Municipal Performance Measurement Program ■ 2011 Results

**9.2 a) GARBAGE DISPOSAL**

	2011	2010	2009	2008	
	\$61.08	\$68.34	\$63.84	\$60.56	

**Efficiency Measure**

Operating costs for garbage disposal per household

**Objective**

Efficient solid waste management

**Notes:**

SLC 91 3504 35 Financial Information Return

**9.2 b) GARBAGE DISPOSAL**

	2011	2010	2009		
	\$61.18	\$68.44	\$63.94		

**Efficiency Measure**

Total costs for solid waste diversion per household

**Objective**

Efficient solid waste management

**Notes:** Measure includes amortization expense

SLC 91 3504 45 Financial Information Return

**9.3 a) SOLID WASTE DIVERSION**

	2011	2010	2009	2008	
	\$57.14	\$52.93	\$41.11	\$52.35	

**Efficiency Measure**

Operating costs for solid waste diversion per household

**Objective**

Efficient solid waste management

**Notes:** Increased costs (\$47,070) in 2010 as compared to 2009

SLC 91 3606 35 Financial Information Return

TOWN OF FORT FRANCES

Municipal Performance Measurement Program ■ 2011 Results

**9.3 b) SOLID WASTE DIVERSION**

	2011	2010	2009	
	\$58.92	\$56.91	\$41.11	

**Efficiency Measure**

Total costs for solid waste diversion per household

**Objective**

Efficient solid waste management

**Notes:** Measure includes amortization expense

SLC 91 3606 45 Financial Information Return

**9.4 a) SOLID WASTE MANAGEMENT (INTEGRATED SYSTEM)**

	2011	2010	2009	2008	
	\$163.66	\$161.23	\$144.12	\$152.10	

**Efficiency Measure**

Average operating costs for solid waste management (collection, disposal and diversion) per household

**Objective**

Efficient solid waste management

**Notes:**

SLC 91 3607 35 Financial Information Return

**9.4 b) SOLID WASTE MANAGEMENT (INTEGRATED SYSTEM)**

	2011	2010	2009	
	\$165.53	\$165.30	\$144.22	

**Efficiency Measure**

Average operating costs for solid waste management (collection, disposal and diversion) per household

**Objective**

Efficient solid waste management

**Notes:** Measure includes amortization expense

SLC 91 3607 45 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

9.5 GARBAGE & RECYCLING COLLECTION					
	2011	2010	2009	2008	
	7.866	11.292	9.716	2.363	
<b>Effectiveness Measure</b> Number of complaints received in a year concerning the collection of garbage and recycled materials per 1,000 households					
<b>Objective</b> Improved collection of garbage and recycled materials					
<b>Notes:</b> 37 complaints received in 2009 as compared to 43 complaints in 2010					
SLC 92 3452 07 Financial Information Return					
9.6 SOLID WASTE MANAGEMENT FACILITIES					
	2011	2010	2009	2008	
	1	1	1	1	
<b>Effectiveness Measure</b> Total number of solid waste management facilities owned by the municipality with a Ministry of Environment Certificate of Approval					
<b>Objective</b> Context for solid waste management facility compliance measure					
<b>Notes:</b>					
SLC 92 3552 07 Financial Information Return					
9.7 SOLID WASTE MANAGEMENT FACILITY COMPLIANCE					
	2011	2010	2009	2008	
	0	0	0	0	
<b>Effectiveness Measure</b> Number of days per year when a MOE compliance order for remediation concerning an air or groundwater standard was in effect for a municipally owned solid waste management facility					
<b>Objective</b> Municipal solid waste services do not have adverse impact on environment					
<b>Notes:</b>					
SLC 92 3553 07 Financial Information Return					

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

9.8 DIVERSION OF RESIDENTIAL SOLID WASTE					
	2011	2010	2009	2008	
	16.7%	16.5%	16.4%	15.2%	
<b>Effectiveness Measure</b> Percentage of residential solid waste diverted for recycling					
<b>Objective</b> Municipal solid waste reduction programs divert waste from landfills and/or incinerators					
<b>Notes:</b> SLC 92 3655 07 Financial Information Return					

## Parks and Recreation

10.1 a) PARKS					
	2011	2010	2009	2008	
	\$82.26	\$82.81	\$74.47	\$50.89	
<b>Efficiency Measure</b> Operating costs for parks per person					
<b>Objective</b> Efficient operations of parks					
<b>Notes:</b> SLC 91 7103 35 Financial Information Return					
10.1 b) PARKS					
	2011	2010	2009		
	\$87.69	\$96.90	\$81.07		
<b>Efficiency Measure</b> Total costs for parks per person					
<b>Objective</b> Efficient operations of parks					
<b>Notes:</b> Measure includes amortization expense SLC 91 7103 45 Financial Information Return					

TOWN OF FORT FRANCES

Municipal Performance Measurement Program ■ 2011 Results

**10.2 a) RECREATION PROGRAMS**

	2011	2010	2009	2008	
	\$72.84	\$77.53	\$72.87	\$129.55	

**Efficiency Measure**

Operating costs for recreation programs per person

**Objective**

Efficient operations of recreation programs

**Notes:**

SLC 91 7203 35 Financial Information Return

**10.2 b) RECREATION PROGRAMS**

	2011	2010	2009		
	\$73.36	\$78.04	\$72.87		

**Efficiency Measure**

Total costs for recreation programs per person

**Objective**

Efficient operations of recreation programs

**Notes:** Measure includes amortization expense if applicable

SLC 91 7203 45 Financial Information Return

**10.3 a) RECREATION FACILITIES**

	2011	2010	2009	2008	
	\$122.71	\$118.25	\$126.32	\$62.95	

**Efficiency Measure**

Operating costs for recreation facilities per person

**Objective**

Efficient operations of recreation facilities

**Notes:**

SLC 91 7306 35 Financial Information Return

TOWN OF FORT FRANCES

Municipal Performance Measurement Program ■ 2011 Results

**10.3 b) RECREATION FACILITIES**

	2011	2010	2009	
	\$164.95	\$150.48	\$170.88	

**Efficiency Measure**

Total costs for recreation facilities per person

**Objective**

Efficient operations of recreation facilities

**Notes:** Measure includes amortization expense

SLC 91 7306 45 Financial Information Return

**10.4 a) RECREATION PROGRAMS & FACILITIES**

	2011	2010	2009	2008	
	\$195.54	\$195.77	\$199.19	\$192.50	

**Efficiency Measure**

Operating costs for recreation programs and recreation facilities per person

**Objective**

Efficient operations of recreation programs and recreation facilities

**Notes:**

SLC 91 7320 35 Financial Information Return

**10.4 b) RECREATION PROGRAMS & FACILITIES**

	2011	2010	2009	
	\$238.31	\$228.52	\$243.75	

**Efficiency Measure**

Total costs for recreation programs and recreation facilities per person

**Objective**

Efficient operations of recreation programs and recreation facilities

**Notes:** Measure includes amortization expense

SLC 91 7320 45 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

10.5 TRAILS					
	2011	2010	2009	2008	
	13 km	13 km	13 km	13 km	
	1.635	1.604	1.604	1.604	
<b>Effectiveness Measure</b> Total kilometres of trails per 1,000 persons					
<b>Objective</b> Trails provide recreation opportunities					
<b>Notes:</b> 2007 changed from MPAC to Stats Canada Census population count					
SLC 92 7152 05 & 7152 07 Financial Information Return					
10.6 OPEN SPACE					
	2011	2010	2009	2008	
	606	606	606	606	
	76.207	74.787	74.787	74.787	
<b>Effectiveness Measure</b> Hectares of open space per 1,000 persons (municipally owned)					
<b>Objective</b> Open space is adequate for population					
<b>Notes:</b> Stats Canada Census population count decrease change in 2011					
SLC 92 7155 05 & 7155 07 Financial Information Return					
10.7 PARTICIPANT HOURS FOR RECREATION PROGRAMS					
	2011	2010	2009	2008	
	25,375.503	25,043.441	23,564.976	33,362.335	
<b>Effectiveness Measure</b> Total participant hours for recreation programs per 1,000 persons					
<b>Objective</b> Recreation programs serve needs of residents					
<b>Notes:</b>					
SLC 92 7255 07 Financial Information Return					

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

10.8 INDOOR RECREATION FACILITY SPACE					
	2011	2010	2009	2008	
	1,601.610	1,571.764	1,571.764	1,571.764	
<b>Effectiveness Measure</b> Square metres of indoor recreation facilities per 1,000 population					
<b>Objective</b> Indoor recreation facility space is adequate for population					
<b>Notes:</b>					
SLC 92 7356 07 Financial Information Return					
10.9 OUTDOOR RECREATION FACILITY SPACE					
	2011	2010	2009	2008	
	0.0	0.0	0.0	0.0	
<b>Effectiveness Measure</b> Square metres of outdoor recreation facility space per 1,000 persons (municipally owned) with controlled access and electrical or mechanical functions.					
<b>Objective</b> Outdoor recreation facility space is adequate for population					
<b>Notes:</b>					
SLC 92 7359 07 Financial Information Return					

## Library

11.1 a) LIBRARY SERVICES - PER PERSON					
	2011	2010	2009	2008	
	\$81.06	\$82.45	\$69.09	\$70.19	
<b>Efficiency Measure</b> Operating costs for library services per person					
<b>Objective</b> Efficient library services					
<b>Notes:</b> Increased costs (\$108,272) in 2010 as compared to 2009					
SLC 91 7405 35 Financial Information Return					

TOWN OF FORT FRANCES

Municipal Performance Measurement Program ■ 2011 Results

**11.1 b) LIBRARY SERVICES - PER PERSON**

	2011	2010	2009	
	\$105.13	\$94.88	\$70.43	

**Efficiency Measure**

Total costs for library services per person

**Objective**

Efficient library services

**Notes:** Measure includes amortization expense - Increased (89,832) Amortization Costs on 2010

SLC 91 7405 45 Financial Information Return

**11.2 a) LIBRARY SERVICES - PER USE**

	2011	2010	2009	2008	
	\$1.75	\$1.78	\$1.60	\$1.67	

**Efficiency Measure**

Operating costs for library services per use

**Objective**

Efficient library services

**Notes:**

SLC 91 7406 35 Financial Information Return

**11.1 b) LIBRARY SERVICES - PER USE**

	2011	2010	2009	
	\$2.27	\$2.05	\$1.64	

**Efficiency Measure**

Total costs for library services per use

**Objective**

Efficient library services

**Notes:** Measure includes amortization expense

SLC 91 7406 45 Financial Information Return

# TOWN OF FORT FRANCES

## Municipal Performance Measurement Program ■ 2011 Results

11.3 LIBRARY USES					
	2011	2010	2009	2008	
	46.294	46.280	43.048	42.144	
<b>Effectiveness Measure</b> Library uses per person					
<b>Objective</b> Increased use of library resources					
<b>Notes:</b> SLC 92 7460 07 Financial Information Return					
11.4 ELECTRONIC LIBRARY USES					
	2011	2010	2009	2008	
	21.70%	25.00%	21.8%	17.0%	
<b>Effectiveness Measure</b> Electronic Library uses as a percentage of total library uses					
<b>Objective</b> Better information on library usage					
<b>Notes:</b> SLC 92 7463 07 Financial Information Return					
11.5 NON- ELECTRONIC LIBRARY USES					
	2011	2010	2009	2008	
	78.30%	75.00%	78.2%	83.0%	
<b>Effectiveness Measure</b> Non-electronic Library uses as a percentage of total library uses					
<b>Objective</b> Better information on library usage					
<b>Notes:</b> SLC 92 7462 07 Financial Information Return					

TOWN OF FORT FRANCES

Municipal Performance Measurement Program ■ 2011 Results

Land Use Planning

12.1 LOCATION OF NEW RESIDENTIAL DEVELOPMENT

	2011	2010	2009	2008	
	100.0%	100.0%	100.0%	100.0%	

**Effectiveness Measure**

Percentage of new residential units located within settlement areas

**Objective**

New residential development is occurring within settlement areas

**Notes:**

SLC 92 8170 07 Financial Information Return

12.2 PRESERVATION OF AGRICULTURAL LAND DURING REPORTING PERIOD

	2011	2010	2009		
	N/A	N/A	0.0%		

**Effectiveness Measure**

Percentage of land designated for agricultural purposes which was not re-designated for other uses during the reporting year

**Objective**

Preservation of agricultural land

**Notes:**

SLC 92 8163 07 Financial Information Return

12.3 PRESERVATION OF AGRICULTURAL LAND RELATIVE TO BASE YEAR

	2011	2010	2009		
	N/A	N/A	0.0%		

**Effectiveness Measure**

Percentage of land designated for agricultural purposes which was not re-designated for other uses relative to the base year of 2000

**Objective**

Preservation of agricultural land

**Notes:**

SLC 92 8164 07 Financial Information Return

TOWN OF FORT FRANCES

Municipal Performance Measurement Program ■ 2011 Results

**12.4 CHANGE IN NUMBER OF HECTARES DESIGNATED FOR AGRICULTURAL PURPOSES DURING THE REPORTING YEAR**

	2011	2010	2009	
	0	0	0	

**Effectiveness Measure**

Number of hectares of land originally designated for agricultural purposes which was re-designated for other uses during the reporting year

**Objective**

Preservation of agricultural land

**Notes:**

SLC 92 8165 07 Financial Information Return

**12.5 CHANGE IN NUMBER OF HECTARES DESIGNATED FOR AGRICULTURAL PURPOSES RELATIVE TO THE BASE YEAR**

	2011	2010	2009	
	0	0	0	

**Effectiveness Measure**

Number of hectares of land originally designated for agricultural purposes which was re-designated for other uses since January 1, 2000

**Objective**

Preservation of agricultural land

**Notes:**

SLC 92 8166 07 Financial Information Return

May 18, 2012

Report to: Mayor and Council

From: Jason Kabel

Re: Ministry of Transportation – Gas Tax Funds

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Please find attached the annual Dedicated Gas Tax Funds for Public Transportation Program from the Ministry of Transportation for the allocation of \$74,281.00. The report is due June 29, 2012 and requires processing details to be input by the Municipal Treasurer and the Community Services Division.

We apologize that there wasn't time for the documents to be evaluated by the Community Services Executive Committee but we are requesting that council authorize the necessary processing for submission and the Municipal Treasurer as signatory.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jason Kabel'.

Jason Kabel

Manager of Community Services

**Council's approval of this report will** authorize the Municipal Treasurer and the Community Services Division to process and submit the Dedicated Gas Tax Fund application to the Ministry of Transportation by June 29, 2012 to receive the allocation of \$74,281.00.

Ministry of  
Transportation

Office of the Minister

Ferguson Block, 3<sup>rd</sup> Floor  
77 Wellesley St. West  
Toronto, Ontario  
M7A 1Z8  
(416) 327-9200  
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Ministère des  
Transports

Bureau du ministre

Édifice Ferguson, 3<sup>e</sup> étage  
77, rue Wellesley ouest  
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June 8, 2012

His Worship Roy Avis  
Mayor  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

Dear Mayor Avis:

As you know, our government is committed to working with municipalities to reduce congestion, improve the environment and support economic growth. Overall, since 2003, we have invested more than \$13.4 billion in public transit in Ontario. These investments are paying off – in 2010, public transit ridership in Ontario increased by nearly 132 million passenger trips, compared to 2003.

We remain committed to providing a long-term, stable and predictable transit funding source for Ontario municipalities by providing 2 cents per litre of provincial gas tax to improve and expand transit. Since 2004, we have committed \$2.3 billion for municipal transit through the Gas Tax Program, including \$321 million for this, the eighth year of the program.

The Town of Fort Frances will be eligible to receive an allocation of \$74,281 for the period October 1, 2011 to September 30, 2012.

Enclosed are Letters of Agreement and the 2011/2012 Program Guidelines and Requirements. Please return two copies of the signed Letter of Agreement, the supporting by-law and the 2011 Reporting Forms by June 29, 2012 to:

Division Services and Program Management Office  
Ministry of Transportation  
27th Floor, Suite 2702  
777 Bay Street  
Toronto, Ontario  
M7A 2J8

.../2

- 2 -

If you have any questions regarding the Dedicated Gas Tax Funds for Public Transportation Program, please contact Rita De Bartolo, Team Leader, Division Services and Program Management Office at (416) 585-7141.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Chiarelli". The signature is fluid and cursive, with the first name "Bob" and last name "Chiarelli" clearly distinguishable.

Bob Chiarelli  
Minister

Encl.

c: Sarah Campbell, MPP, Kenora-Rainy River

Ministry of  
Transportation

Office of the Minister

Ferguson Block, 3<sup>rd</sup> Floor  
77 Wellesley St. West  
Toronto, Ontario  
M7A 1Z8  
(416) 327-9200  
www.mto.gov.on.ca

Ministère des  
Transports

Bureau du ministre

Édifice Ferguson, 3<sup>e</sup> étage  
77, rue Wellesley ouest  
Toronto (Ontario)  
M7A 1Z8  
(416) 327-9200  
www.mto.gov.on.ca



June 8, 2012

His Worship, Roy Avis  
Mayor  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

Dear Mayor Avis:

**RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the Town of Fort Frances (the "Municipality") Related to Funding Provided by the Province of Ontario (the "Province") to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program (this "Letter of Agreement")**

---

This Letter of Agreement sets out the terms and conditions for the use of dedicated gas tax funds by municipalities for public transportation.

As the Province desires to increase public transportation ridership to support the development of strong communities, the Ministry maintains a Dedicated Gas Tax Funds for Public Transportation Program (the "Program") under which two (2) cents of the existing provincial gas tax will be provided to municipalities for public transportation expenditures.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the Dedicated Gas Tax Funds for Public Transportation Program – 2011 / 2012 Guidelines and Requirements (the "guidelines and requirements").

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- 2 -

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which have been reviewed and are understood by the Municipality and are hereby incorporated by reference, the Ministry and the Municipality covenant and agree as follows:

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the Program in an amount up to \$74,281 in accordance with and subject to the terms set out in this Letter of Agreement and the guidelines and requirements, with \$55,711 payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law, and the remaining payments payable thereafter on a quarterly basis.
2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements, including those related to annual appropriations of funds by the Legislative Assembly of Ontario.
3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law and legal agreement between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.
4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds only in accordance with the guidelines and requirements.

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5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the Program and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2011 / 2012 Program year.
7. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least sixty (60) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may cancel all further dedicated gas tax funds payments. Where the Ministry has terminated this Letter of Agreement under this Section, the Ministry may, after determining the Municipality's reasonable costs to terminate any binding agreement for any eligible public transportation service acquired or to be acquired with dedicated gas tax funds provided under this Letter of Agreement, provide the Municipality with additional funding to offset, in whole or in part, such costs. The additional funding may be provided only if there is an appropriation for this purpose, and in no event shall the additional funding result in the total funding under this Letter of Agreement exceeding the amount specified under Section 1.
8. If the Legislature fails to appropriate sufficient funds for the Program, the Ministry may terminate this Letter of Agreement immediately by giving written notice to the Municipality. In such instance the Ministry may cancel all further dedicated gas tax fund payments.
9. Any provisions, including those in the guidelines and requirements, which by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration.
10. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

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If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation  
Division Services and Program Management Office  
27<sup>th</sup> Floor, Suite # 2702  
777 Bay Street,  
Toronto, Ontario  
M7A 2J8

Once the Ministry has received the signed copies, the last signature of which shall be the effective date of this Letter of Agreement, together with a copy of the authorizing municipal by-law, the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,



Bob Chiarelli  
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and by signing below I am signifying the Municipality's consent to be bound by these terms.

**The Corporation of the Town of Fort Frances**

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Financial Officer/Treasurer



## **MINISTRY OF TRANSPORTATION**

### **Dedicated Gas Tax Funds For Public Transportation Program**

#### **2011/2012 Guidelines and Requirements**

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## **DEDICATED GAS TAX FUNDS FOR PUBLIC TRANSPORTATION PROGRAM**

### **2011/2012 GUIDELINES & REQUIREMENTS**

#### **1. DEFINITIONS**

When used in these guidelines and requirements, the words set out below that import the singular include the plural and vice versa:

“baseline spending” means a municipality’s spending level, which equals the average municipal own spending on public transportation for the years 2001 to 2003 and includes a rate of 2% per year for inflation. For new transit systems that were not operational from 2001 to 2003, the baseline will be determined at the Ministry’s discretion, until the municipality has three years of operation, whereby the first three years of municipal spending will be averaged and a rate of 2% per year for inflation will be applied.

“Canadian content policy” means the Canadian Content for Transit Vehicle Procurement Policy, which is attached as Appendix B (Canadian Content Policy) to these guidelines and requirements.

“dedicated gas tax funds” means the money provided by the Ministry to a municipality to be used strictly towards eligible expenditures that are reasonable, in the opinion of the Ministry, and related directly to the provision of public transportation services, and “dedicated gas tax funding” has the same meaning.

“dedicated gas tax funds reserve account” means an interest bearing account set up by a municipality, under its name and in a Canadian financial institution, where dedicated gas tax funds are deposited and tracked separately from any other funds.

“eligible expenditures” means expenditures made by a municipality in direct support of public transportation operating or capital costs in accordance with Article 3 of these guidelines and requirements.

“guidelines and requirements” means these guidelines and requirements entitled “Dedicated Gas Tax Funds for Public Transportation Program – 2011/2012 Guidelines and Requirements”, including Appendices A and B to these guidelines and requirements, which the Ministry may amend from time to time.

“host municipality” means a host municipality as defined in Section 5.2.

“indemnified parties” means Her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“letter of agreement” means an agreement entered into between the Ministry and a municipality, including a host municipality, that sets out the terms and conditions under which

the Ministry agrees to provide dedicated gas tax funds to the municipality, including those under these guidelines and requirements, and any amendments to the letter of agreement.

“major refurbishment” means: (a) for a subway car, light rail car, streetcar or trolley bus, the refurbishment where the life cycle is extended a minimum of six years beyond the designed life cycle set out by the manufacturer; and (b) for a bus thirty feet in length or over, the refurbishment where the life cycle of the bus at a minimum age of nine years is extended for a minimum of six years.

“Ministry” and “Minister”, respectively, means the Ministry of Transportation who is responsible for the administration of the Dedicated Gas Tax Funds for Public Transportation Program and the Minister responsible for the Ministry.

“municipal own spending on public transportation” means the funds a municipality contributes towards public transportation expenditures, including funds it contributes for operating and capital expenditures, total operating revenue and local public donations.

“Program” means the Dedicated Gas Tax Funds for Public Transportation Program set up by the Ministry to provide municipalities with dedicated gas tax funds subject to, and in accordance with, these guidelines and requirements.

“PRESTO Fare System” means the public transportation integrated fare collection system for the Greater Toronto and Hamilton area (“GTHA”), and any other municipality that may be added from time to time, to support more seamless use by public transportation customers and the collection of public transportation fares.

“public transportation” means any service for which a fare is charged for transporting the public by vehicles operated by or on behalf of a municipality or local board as defined in the *Municipal Affairs Act*, R.S.O. 1990, c. M. 46, as amended, or under an agreement between a municipality or local board, and a person, firm or corporation, and includes special transportation facilities for the physically disabled, but does not include transportation by special purpose facilities such as school buses or ambulances.

“public transportation vehicle” refers to a streetcar, bus, subway car, light rail car or trolley bus used for public transportation.

“reporting forms” means the following forms attached as Appendix A (Reporting Forms) to these guidelines and requirements: 1) Dedicated Gas Tax Funds for Public Transportation 2011 Reporting Form (i.e. form MT-O-16); 2) Dedicated Gas Tax Program – Transit 2011 Conventional Transit Reporting Form (i.e. form MT-O-17); and 3) Dedicated Gas Tax Program – Transit 2011 Specialized Transit Reporting Form (i.e. form MT-O-18).

## **2. INTRODUCTION**

The Province has a vision for a stronger Ontario built around strong communities, a vibrant economy and healthier, more liveable cities with increased access to public transportation, reduced commute times and cleaner air for all Ontarians. By providing a portion of the gas tax for public transportation, the Province assists municipalities to become more self-sustaining in that regard.

As of October 2004, the Province provided 1 cent/litre of gas tax funds to Ontario municipalities, increasing as of October 2005 to 1.5 cents/litre, and since October 2006 has consistently provided 2 cents/litre annually. This year, the new allocation of funding for 95 public transit systems representing 126 municipalities will amount to \$321 million. The annual Program funding amount is subject to change based on actual gas tax revenues.

The Program is an important element of the ongoing relationship between the Province and Ontario municipalities. Municipalities receiving dedicated gas tax funds must meet the requirements set out in these guidelines and requirements.

## **3. GENERAL ELIGIBILITY REQUIREMENTS AND CONDITIONS**

The purpose of the Program is to provide dedicated gas tax funds to Ontario municipalities to ensure that local public transportation services continue, and to increase overall ridership through the expansion of public transportation capital infrastructure and levels of service. To be eligible to receive dedicated gas tax funds a municipality must contribute financially towards their public transportation services.

For 2011/2012, only municipalities that have submitted their 2010 annual data survey to the Canadian Urban Transit Association (CUTA) will be eligible to receive dedicated gas tax funds, unless otherwise approved by the Ministry.

Subject to the provision of a municipal by-law indicating its intent to provide public transportation services, a municipality that is not currently providing public transportation services, but decides to begin providing such services, may be eligible for funding. Notification of the municipality's intent to provide public transportation services and specific commitment to annually fund such public transportation services will be required prior to October 1, 2012. After the new public transportation services have been implemented, dedicated gas tax funding may then be available, at the Ministry's sole discretion.

A municipality receiving dedicated gas tax funds must ensure that all funds received are used exclusively towards the provision of public transportation services and, unless otherwise approved by the Ministry, disbursement of dedicated gas tax funds must be net of any rebate, credit or refund, for which it has received, will receive, or is eligible to receive.

Public transportation services for which dedicated gas tax funds are provided must be acquired or provided in accordance with the terms and conditions set out in a letter of agreement, and in compliance with all federal and provincial laws and regulations, all

municipal by-laws, and any other orders, rules and by-laws applicable to any aspect of the public transportation services. For greater clarity, all public transportation services must be fully accessible in accordance with the requirements set out under the following statutes and regulations, as may be amended from time to time: the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 and the *Integrated Accessibility Standards*, O. Reg. 191/11 made under that Act; and the *Highway Traffic Act*, R.S.O. 1990, c. H.8 and the *Accessible Vehicles*, R.R.O. 1990, Reg. 629 made under that Act. In addition to the above, the acquisition of public transportation vehicles must comply with the Canadian content policy requirements.

The Ministry may withhold payment of dedicated gas tax funds until the reporting requirements under Section 9.4 are met.

Unless the Ministry otherwise approves in writing, in 2011/2012, gas tax revenues can only be used to support municipal public transportation expenditures above a municipality's baseline spending and not to reduce or replace current levels of municipal public transportation funding. External audit and financial reporting costs are not eligible expenditures to which dedicated gas tax funding can be applied or the Ministry may reimburse.

**(a) Requirements for All Dedicated Gas Tax Funds Received in 2011/2012 and Beyond**

- Dedicated gas tax funds will need to be spent on:
  - Public transportation capital expenditures that promote increased transit ridership, and are above a municipality's baseline spending;
  - Public transportation operating expenditures that are above a municipality's baseline spending;
  - Capital expenditures for the replacement of any public transportation vehicles that are above a municipality's baseline spending;
  - Capital expenditures that provide improvements to public transportation security and passenger safety, and are above a municipality's baseline spending; and
  - Major refurbishment on any fully accessible, or to be made fully accessible, public transportation vehicle, and are above a municipality's baseline spending.
- For municipalities that provide only specialized transit, transit initiatives that may not initially result in ridership growth but will provide increased accessibility can be considered as eligible expenditures if approved in writing by the Ministry prior to implementation.

**(b) Additional Requirements for the following Municipalities: Regions of Durham and York, the Cities of Brampton, Burlington, Hamilton, Mississauga, Ottawa and Toronto, and the Town of Oakville.**

Prior to the release of any dedicated gas tax funds, the municipalities listed under (b) above

will, in addition to any other requirements in this Article 3, be required to:

- o participate in the PRESTO Fare System project and, as participants, will be required to meet their financial obligations for that project.

**(c) Additional Requirements for GTA Municipalities: Regions of Durham, Halton, Peel and York, and Cities of Hamilton and Toronto.**

Prior to the release of any dedicated gas tax funds, the municipalities listed under (c) above will, in addition to any other requirements in this Article 3, be required to:

- o demonstrate that they have met their responsibility for the payment of the growth and expansion capital costs of Metrolinx pursuant to the *Amendment to Greater Toronto Services Board By-law No. 40*, O. Reg. 446/04, made under the *Metrolinx Act, 2006*, S.O. 2006, c. 16.

The eligibility requirements for dedicated gas tax funds will be determined in accordance with these guidelines, including the Canadian content policy. The eligibility for any dedicated gas tax funds is at the sole discretion of the Ministry. Where a municipality relies on receiving dedicated gas tax funds for expenditure, a municipality should consider consulting with Ministry staff when in doubt as to whether such expenditure is eligible for dedicated gas tax funds prior to making or committing to make it.

#### **4. APPROPRIATION BY THE LEGISLATIVE ASSEMBLY**

Despite anything else to the contrary, the annual provincial funding for the Program and payment of any dedicated gas tax funds under the Program is subject to annual appropriations of such funds by the Legislative Assembly of Ontario, and funds made available by a municipality for that purpose.

#### **5. GENERAL PROGRAM ALLOCATION METHODOLOGY AND PAYMENT PROCESS**

##### **5.1 General Program Allocation Methodology**

Based on consultation with municipalities, public transportation operators and stakeholders, the Province recognizes the varying needs of public transportation in Ontario municipalities, including those related to large established public transportation systems and communities with different growth rates and levels of public transportation service. Consistent with the above, the Province has established an allocation formula based on a combination of ridership and population. This formula balances the needs of large established public transportation systems, the growth needs of rapidly growing municipalities, and the needs of smaller municipalities that provide public transportation services.

The Province is implementing an allocation based on 70% transit ridership and 30% municipal population. Fully implemented, 70% of \$321 million (\$224.7 million) will be distributed to municipalities on the basis of their public transportation ridership levels. Thirty percent (30%) of \$321 million (\$96.3 million) will be distributed on the basis of population levels. Public transportation ridership will include the totals of both conventional and specialized public transportation services.

Both ridership and population figures are updated and revised annually for use in the calculation of dedicated gas tax funds.

CUTA annually collects and reproduces, on behalf of the Ministry, transit ridership data in its Ontario Urban Transit Fact Book and its Ontario Specialized Transit Services Fact Book (the "CUTA Fact Books"). The Ministry used the 2010 ridership data from the 2010 CUTA Fact Books for the above calculation. Where a municipality's ridership data have not been collected nor reproduced in the 2010 CUTA Fact Books, the Ministry used the 2010 transit ridership data received from the municipality.

The 2011/2012 gas tax allocations were calculated using 2010 population estimates derived from the 2006 census data.

Dedicated gas tax funds provided to each municipality in 2011/2012 are not to exceed, based on 2010 municipal public transportation spending data set out in the CUTA Fact Books, 75% of municipal own spending on public transportation. The Ministry may re-allocate, in support of increasing public transportation ridership, any amounts of moneys dedicated for, but that remains undistributed through, the Program.

The Ministry may undertake an annual review of the dedicated gas tax allocation methodology and eligibility requirements to ensure these funds support the desired outcome of increased public transportation ridership. Municipal public transportation spending will be reviewed on an annual basis to determine if the limits of the dedicated gas tax funds need to be applied where the gas tax allocation may exceed 75% of municipal own spending on public transportation.

## **5.2 Payment Process**

The Minister will advise each municipality, on an annual basis, of the amount of dedicated gas tax funds it is eligible to receive. The Minister will send a letter of agreement to each municipality that provides public transportation services. The letter of agreement will set out the terms and conditions upon which the dedicated gas tax funds will be released to the municipality, and by which the municipality will have to agree to be bound.

The Ministry may, on a quarterly basis (or other basis, as the Ministry may decide from time to time), make payments of dedicated gas tax funds only after receipt of the following documents: i) the letter of agreement, provided by the Ministry to the municipality, signed by the head of the municipal council and chief financial officer; and ii) a copy of a municipal by-law permitting the municipality to enter into the letter of agreement.

Any amount of dedicated gas tax funds provided to the municipality under the Program will be subject to the remedies set out under Article 8. In addition, any dedicated gas tax funds the Ministry provides to a municipality, including those kept by the municipality in a dedicated gas tax funds reserve account, will have to be used by the municipality exclusively towards public transportation services and in accordance with the requirements set out in these guidelines and requirements, including those related to eligibility and related conditions, acquisition and disposition, accountability, records, audit and reporting, and liability and indemnity requirements. The above will apply to funds received during the term of a letter of agreement, and will survive such term.

If a municipality agrees to provide public transportation services (a "host municipality"), for another municipality, the Ministry, at its sole discretion, may only provide the host municipality with dedicated gas tax funds. Prior to the Ministry making any payment of dedicated gas tax funds to the host municipality, the host municipality and the municipality on whose behalf the host municipality is providing transportation services will be required to provide the Ministry with copies of their respective by-laws designating the host municipality or, as applicable, accepting to act as the host municipality. The host municipality will be required to enter into a dedicated gas tax funds letter of agreement with the Ministry and be in compliance with the terms and conditions set out in these guidelines and requirements.

## **6. DEDICATED GAS TAX FUNDS RESERVE ACCOUNT AND INTEREST**

### **6.1 Dedicated Gas Tax Funds Reserve Account**

Dedicated gas tax funds must be used only towards public transportation service eligible expenditures. A municipality receiving dedicated gas tax funds prior to the municipality having paid for any eligible expenditures, in accordance with these guidelines and requirements, must keep such dedicated gas tax funds, including all interest earned, in a dedicated gas tax funds reserve account. Gas tax funds received must be reported annually, using the reporting forms, on a cash basis.

### **6.2 Interest**

Interest on funds deposited in a dedicated gas tax funds reserve account must accrue on any carryover funds over the course of the Program reporting period. A municipality must calculate interest on its average annual balance of funds. The interest must also be reported annually, using the reporting forms and can only be applied towards public transportation services eligible expenditures.

## **7. ACQUISITION AND DISPOSITION OF SUPPLIES, MATERIALS, EQUIPMENT, AND SERVICES**

If a municipality acquires supplies, materials, equipment or services with dedicated gas tax funds, it must do so through a process that promotes the best value (with due regard for economy, efficiency and effectiveness) for the dedicated gas tax funds it spends.

The municipality must report to the Ministry in writing any funds accrued from the sale, lease or disposal of assets purchased with dedicated gas tax funds, and return such funds to a dedicated gas tax funds reserve account (see Article 6).

## **8. ADJUSTMENT, WITHHOLDING AND REPAYMENT OF DEDICATED GAS TAX FUNDS AND OTHER REMEDIES**

If, once the Ministry and a municipality have entered into a letter of agreement and in the opinion of the Ministry, the municipality: i) fails to comply with any of the requirements set out in the letter of agreement, including these guidelines and requirements; ii) uses any of the dedicated gas tax funds, including any related interest, for a purpose not authorized without the prior written consent of the Ministry; iii) provides erroneous or misleading information; iv) fails to provide information, including requested audit information, to the Ministry for any reason whatsoever; or v) is unable to provide or acquire or has discontinued the provision or acquisition of public transportation services for which dedicated gas tax funds have been provided, or it is not reasonable for the municipality to continue to provide or acquire public transportation services for which such funds have been provided ("event of default"), the Ministry may, unless the Ministry provides the municipality with written notice of an opportunity to correct the event of default: i) immediately terminate the letter of agreement; ii) suspend dedicated gas tax funding for such period as the Ministry determines appropriate; iii) reduce the amount of any dedicated gas tax funds; and/or iv) initiate any action the Ministry considers necessary to ensure the successful provision or acquisition by the municipality of any public transportation services, including capital assets, in accordance with the terms of the letter of agreement.

Where the Ministry gives the municipality an opportunity to correct an event of default by giving it notice of the particulars of the event of default and the date by which the municipality is required to remedy it, and: i) the municipality does not remedy the event of default by the date specified in the notice; ii) it becomes apparent to the Ministry that the municipality cannot completely remedy the event of default by the date specified in the notice; or iii) the municipality is not proceeding to remedy the event of default in a way that is satisfactory to the Ministry, the Ministry may initiate any of the remedies for event of default available to it under this Article.

Upon termination of the letter of agreement pursuant to this Article, the Ministry may: i) cancel all further dedicated gas tax fund payments; ii) demand the repayment of any dedicated gas tax funds, including any related interest, remaining in the possession or under the control of the municipality; and/or iii) demand the repayment of an amount, including any related interest, equal to any dedicated gas tax funds the municipality used for purposes not agreed upon by the Ministry.

Any money due by a municipality in relation to the dedicated gas tax funds is a debt due to the Crown of the Province of Ontario under the *Financial Administration Act*, R.S.O. 1990, c. F.12, as amended, ("FAA") and, in addition to any remedy the Crown may have under the FAA, the Ministry may decide to withhold or adjust the amount of any current or future dedicated gas tax funding, or any other funding program, that may be provided to the municipality in an amount equal to such debt or have the amount of such debt deducted from financial assistance payable on any other project(s) of the municipality under any other initiative in which the Ministry is involved (either current or future).

A municipality must inform the Ministry of any contribution received from any source whatsoever towards costs related to the Program. Unless the Minister directs otherwise, the amount of such contribution will be deducted from any amount of dedicated gas tax funding the Minister may provide to the municipality.

Any decision made by the Minister regarding funding under the Program is final.

## **9. ACCOUNTABILITY, RECORDS, AUDIT AND REPORTING REQUIREMENTS**

### **9.1 Accountability**

A municipality receiving dedicated gas tax funds must use such funds, and any interest earned on such funds, exclusively towards public transportation service eligible expenditures and in accordance with these guidelines and requirements. The municipality will not be allowed to use dedicated gas tax funds and related interest to offset other municipal expenditures.

### **9.2 Records**

A municipality receiving dedicated gas tax funds must keep and maintain separate records and documentation related to any dedicated gas tax funds, including invoices and any other financially-related documents relating to the provision or acquisition of public transportation services for which dedicated gas tax funds have been used. The records and documentation must be kept and maintained in accordance with generally accepted accounting principles. Records containing confidential information must be kept in accordance with all applicable legislation. No provision of these guidelines and requirements shall be construed so as to give the Ministry any control whatsoever over the municipality's records.

### **9.3 Audit**

A municipality receiving dedicated gas tax funds may be subject to audit. The Ministry may, at its sole discretion, audit or have audited by any third party, any records and documentation of the municipality related to any public transportation services provided or acquired with dedicated gas tax funds, and such funds. Such audit may require the Ministry, at the municipality's expense (except as provided in the Canadian content policy), to retain external auditors. In addition, the Auditor General may, pursuant to the *Auditor General Act*, R.S.O. 1990, c. A. 35, as amended, audit the accounts and records of the municipality relating to any

expenditure of dedicated gas tax funds.

In addition to any adjustments the Ministry may make to dedicated gas tax funding under these guidelines and requirements, the Ministry may, upon recommendation in an audit report, adjust future dedicated gas tax fund payments or other payments the Province may make to the municipality under any other program.

#### **9.4 Reporting**

Accuracy in the calculation and reporting of municipal transit ridership and dedicated gas tax funds is paramount. When calculating ridership, municipalities have to use one of the acceptable best practices identified in the 2008 Ontario Ridership Data Collection Review Report published jointly by CUTA and iTrans Consultants (retained by CUTA).

A municipality will be accountable to use dedicated gas tax funds towards public transportation expenditures that meet the Program eligibility requirements. Each municipality will be required to report on how dedicated gas tax funds are spent on an annual basis, including the provision of its Canadian content declaration form(s), in accordance with the Canadian content policy, for any public transportation vehicle funded with dedicated gas tax funds.

For the purpose of the above reporting, municipalities will be required to use the reporting forms which have been developed in consultation with municipal public transportation stakeholders, and submit these reporting forms to the Ministry prior to June 29, 2012.

### **10. COMMUNICATIONS**

A municipality will be required to give a minimum of thirty (30) days written notice to the Ministry regarding any planned local dedicated gas tax funding communication and/or recognition event. The municipality will also be required to provide the Ministry with detailed information regarding such communication and/or event.

The Ministry and a municipality receiving dedicated gas tax funds will, at all times, remain independent of each other and will not represent themselves to be the agent, joint venturer, partner or employee of the other. Neither the municipality nor the Ministry will be allowed to make representations or take actions which could establish or imply any apparent relationship of agency, joint venture, partnership or employment. In addition, neither the municipality nor the Ministry will be bound in any manner whatsoever by any agreements, warranties or representations made by any of them to any other person or entity, with respect to any other action of the other.

If the municipality publishes any material of any kind, written or oral, relating to public transportation services provided or acquired with dedicated gas tax funds, the municipality will indicate in the material that the views expressed in the material are the views of the municipality and do not necessarily reflect those of the Ministry.

## **11. CONFLICT OF INTEREST**

A municipality receiving dedicated gas tax funds and its contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers must carry out the acquisition of transit buses and use the dedicated gas tax funds without a conflict of interest (actually or potentially in the sole opinion of the Ministry) with the terms and conditions set out in these guidelines and requirements.

A conflict of interest includes any circumstances where the municipality or its contractors or any of their respective advisors, partners, directors, officers, employees, agents and volunteers has outside commitments, relationships or financial interests that could, or could be seen to, interfere with its/her/his objective, unbiased and impartial judgment relating to the provision or acquisition of public transportation services and the use of dedicated gas tax funds.

A municipality will disclose to the Ministry without delay any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest, and comply with any terms and conditions that the Ministry may subsequently impose as a result of the disclosure.

## **12. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

All applications submitted to the Ministry are subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended, (the "Act"). The Act provides every person with a right of access to information in the custody or under the control of the Ministry, subject to a limited set of exemptions.

Municipalities are advised that the names of municipalities receiving dedicated gas tax funds, the amount of funds provided, and the purpose for which dedicated gas tax funds are provided is information the Ministry makes available to the public.

## **13. LIABILITIES AND INDEMNITIES**

A municipality receiving dedicated gas tax funds under the Program is responsible, in whole and in part, for anything that may arise, directly or indirectly, in relation to the provision or acquisition of public transportation services, including any capital assets, with dedicated gas tax funds. The Ministry's involvement under the Program is for the sole purpose of, and is limited to, the provision of dedicated gas tax funds. As such, as a condition of receiving dedicated gas tax funds, a municipality must warrant and agree that under no circumstance will the municipality enter into any contract or commitment in the name or on behalf of the Ministry, and the municipality must acknowledge that it is not, through the Program or otherwise, granted any right or authority to assume or create any obligation or responsibility, expressed or implied, in the name or on behalf of the Ministry or to bind the Ministry in any manner whatsoever.

Furthermore, a municipality receiving dedicated gas tax funds must agree to indemnify and hold harmless the indemnified parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims") by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way arising out of or in connection with anything done or omitted to be done by the municipality, its contractors or any other municipality on behalf of which the municipality receives dedicated gas tax funds or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors arising out of or in connection with the provision or acquisition of public transportation services, including capital assets, with dedicated gas tax funds or the letter of agreement. The municipality must further agree to indemnify and hold harmless the indemnified parties for any incidental, indirect, special or consequential damages, or loss of use, revenue or profit by any person, entity or organization, including, without limitation, the Ministry, claimed or resulting from such Claims.

A municipality receiving dedicated gas tax funds must acquire, provide and maintain, at its own expense, and require the same from its contractors and any other municipality on behalf of which it receives dedicated gas tax funds, appropriate insurance in order to protect itself and the Ministry, and support the indemnification, as set out above, provided to the Ministry.

For greater clarity, the rights and remedies of the Ministry under a letter of agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **14. WHERE TO APPLY AND REQUEST OR PROVIDE INFORMATION**

Any questions regarding the Program are to be directed to the Ministry Division Services and Program Management Office either by phone at (416) 585-7129 or facsimile at (416) 585-7132.

All forms, agreements and supporting documentation must be forwarded to the following address:

**Ministry of Transportation  
Division Services and Program Management Office  
27<sup>th</sup> Floor, Suite #2702  
777 Bay Street  
Toronto, ON  
M7A 2J8**

Facsimile: (416) 585-7132

## APPENDIX A: REPORTING FORMS



Dedicated Gas Tax Funds for  
Public Transportation 2011 Reporting Form

The Corporation of the \_\_\_\_\_ of \_\_\_\_\_

**A. Dedicated Gas Tax Funds Available Summary**

1. Dedicated gas tax funds reserve account balance carry forward from 2010	\$	
2. Dedicated gas tax funds received in calendar year 2011		
3. Interest earned in 2011		
<b>4. Total Dedicated Gas Tax Funds Available</b>	<b>\$</b>	<b>0.00</b>

**B. Dedicated Gas Tax Funds Disbursements in 2011**

5. Conventional public transportation capital costs (From Form MT-O-17)	\$	
6. Conventional public transportation operating costs (From Form MT-O-17)		
7. Specialized public transportation capital costs (From Form MT-O-18)		
8. Specialized public transportation operating costs (From Form MT-O-18)		
<b>9. Total dedicated gas tax funds disbursed in 2011</b>	<b>\$</b>	<b>0.00</b>
<b>10. Remaining amount of dedicated gas tax funds in gas tax funds reserve account (as of Dec. 31, 2011)</b>	<b>\$</b>	<b>0.00</b>

**C. Public Transit Expenditures**

	Conventional Transit	Specialized Transit	=	Total
11. Total operating expenses	\$	\$	\$	0.00
12. Total capital expenses	\$	\$	\$	0.00
13. Total transit expenditures (11+12)	\$ 0.00	\$ 0.00	\$	0.00
<b>D. Municipal Contributions</b> (where more than one, provide municipal names and individual amounts)				
1.	\$	\$	\$	0.00
2.				0.00
3.				0.00
4.				0.00
5.				0.00
14. Operating	\$	\$	\$	0.00
15. Capital	\$	\$	\$	0.00
16. Capital reserves	\$	\$	\$	0.00
17. Fare revenue / donations / other (other includes funding from third parties, advertising, etc.)	\$	\$	\$	0.00
18. Total (14+15+16+17)	\$ 0.00	\$ 0.00	\$	0.00
<b>E. Provincial Contributions</b> (other than gas tax funding)	\$	\$	\$	0.00
<b>F. Federal Contributions</b>	\$	\$	\$	0.00

**Declaration**

I/We solemnly declare that the above amounts have been paid out of funds belonging to the Corporation towards the provision of public transit and that the municipality is in compliance with the Dedicated Gas Tax Funds for Public Transportation Program – 2011/2012 Guidelines and Requirements as

of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Municipal Treasurer

The Corporation of the \_\_\_\_\_ of \_\_\_\_\_

**A. System Profile**

Description	2011	2010	% Change
Regular scheduled service ridership			
Regular scheduled service ridership/capita (of service area)			
Number of routes			
Regular vehicle kilometres			
Revenue vehicle hours of service (regular schedule)			
Average age of bus fleet			
Private fleet %			
Bus fleet accessible			

Municipal official responsible for public transportation (signature)

Date (yyyy/mm/dd)

Print name

Telephone No.

**B. Summary of 2011 Dedicated Gas Tax Disbursements**

Describe all 2011 initiatives supported	Effective Date (yyyy/mm/dd)	Objective / Target	Status	
			\$ 2011 Capital Gas Tax Funds Only	\$ 2011 Operating Gas Tax Funds Only
1.				
2.				
3.				
4.				
5.				
<b>Total</b>			0.00	0.00

**C. Transit Vehicle Procurement** (Attach Canadian Content declaration for non-exempt vehicles, and retain your records regarding the application of the 5% price preference for exempt vehicles)

Number of Replacement Vehicles Exempt: \_\_\_\_\_ Number of Expansion Vehicles Exempt: \_\_\_\_\_  
(Using Gas Tax Funds) (Using Gas Tax Funds)

The Corporation of the \_\_\_\_\_ of \_\_\_\_\_

**A. System Profile**

Description	2011	2010	% Change
total passenger trips			
total passenger trips/capita (of service area)			
unaccommodated trip requests			
total no. show/trips cancelled at door			
revenue vehicle hours – dedicated service			
number of registrants			
advance booking notice – in days/hours			

**Agenda Item #9.1**

**B. Summary of 2011 Dedicated Gas Tax Disbursements**

Describe all 2011 initiatives supported	Effective Date (yyyy/mm/dd)	Objective / Target	Municipal official responsible for public transportation (signature)		Status
			Print name	Date (yyyy/mm/dd)	
1.					
2.					
3.					
4.					
5.					
<b>Total</b>			0.00	0.00	

**C. Transit Vehicle Procurement (Please retain your records regarding the application of the 5% price preference)**

Number of Replacement Vehicles Using Gas Tax Funds: \_\_\_\_\_ Number of Expansion Vehicles Using Gas Tax Funds: \_\_\_\_\_

## APPENDIX B: CANADIAN CONTENT POLICY



## **MINISTRY OF TRANSPORTATION**

### **Canadian Content for Transit Vehicle Procurement Policy**

Issued September 2008  
Amended November 2010

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#### **Effective Date**

The Canadian Content for Transit Vehicle Procurement Policy is effective as of September 1, 2008.

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## **CANADIAN CONTENT FOR TRANSIT VEHICLE PROCUREMENT POLICY**

### **1. DEFINITIONS**

When used in this document, the words set out below that import the singular include the plural and vice versa:

“Canadian content policy” means this Canadian Content for Transit Vehicle Procurement Policy”, as amended from time to time, issued by the Ministry of Transportation.

“component” means any article, subcomponent, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into the transit vehicle.

“dealer” means an agent who distributes transit vehicles on behalf of a manufacturer.

“eligible cost” means the compensation paid by a manufacturer for:

- (a) labour performed in Canada that is directly related to the manufacturing process of transit vehicles;
- (b) work performed in Canada in relation to freight, manuals, special tools, test equipment, or warranties; or
- (c) components, subcomponents and raw materials produced in Canada in respect of transit vehicles or any of the items listed in (b) above.

“engineering” means the application of scientific and technical knowledge to the design, analysis, and/or construction of a subcomponent, component or transit vehicle.

“entity” means a person, firm, corporation, municipality, local board of a municipality, or transit or transportation commission, or authority, acquiring transit vehicles on behalf of a transit operator.

“freight” means the cost for transportation within Canada, and/or paid to a Canadian carrier for a) delivering a subcomponent or component to a manufacturer and b) delivering a transit vehicle to a transit operator or an entity.

“GO Transit” means a division of Metrolinx, established pursuant to the *Metrolinx Act, 2006*, S.O. 2001, c.16.

“irreversible manufacturing process” means a manufacturing process which transforms subcomponents into a component which cannot be separated back into the subcomponents without destroying the subcomponents’ integrity.

“labour” means the compensation paid for work performed by a manufacturer or, a

manufacturer's supplier of subcomponents and components, that is directly related to the manufacturing process of transit vehicles, including project management and engineering, plus any benefits paid or general administration and similar expenses recognized and allowed by Canadian accounting rules.

"manual" means a handbook or guidebook, specific to a transit vehicle, that a manufacturer may provide to a transit operator, or an entity.

"manufacturer" means the manufacturer of a subcomponent, component or transit vehicle acquired, or that may be acquired, by a transit operator or an entity and, as applicable, includes a dealer for such manufacturer.

"manufacturing process" means the application of processes to alter the form or function of components or subcomponents to create a component or a transit vehicle.

"Metrolinx" means the corporation continued pursuant to the *Metrolinx Act, 2006*, S.O. 2006, c.16.

"Ministry" means the Ministry of Transportation.

"project management" means the application of knowledge, skills, tools, and techniques to the manufacturing process, distribution and acquisition of transit vehicles.

"public transportation" means any service for which a fare is charged for transporting the public by transit vehicles operated by or on behalf of a transit operator, or under an agreement between a transit operator and an entity, and includes special transportation facilities for the physically disabled, but does not include transportation by special purpose facilities such as school buses or ambulance.

"special tools" means an engineered tool that a manufacturer may provide to a transit operator or an entity to service a transit vehicle after delivery.

"subcomponent" means a part of a component which cannot be further separated into its constituent parts without destroying its integrity.

"submission" means a response from a manufacturer to a fair, open and transparent procurement process.

"test equipment" means the diagnostic equipment a manufacturer provides to a transit operator or an entity.

"transit operator" means a municipality, Metrolinx or GO Transit.

"transit vehicle" refers to a street car, bus, trolley bus, subway car, light rail car, or passenger locomotive used for public transportation, made up of subcomponents and components, and acquired by a transit operator, or an entity under a contract with a manufacturer and for which

the Province of Ontario may provide, in whole or in part, funding.

“warranty” refers to the promise under a contract between a transit operator, or an entity, and a manufacturer that the material and workmanship of the transit vehicle is defect-free and will perform a specified level of performance over a specified period of time.

## **2. INTRODUCTION**

On March 20, 2008, the Government of Ontario announced that all transit vehicles procured with provincial funding must have at least 25 per cent Canadian content. The Canadian content policy is a mandatory requirement for provincial funding of transit vehicles. The policy is expected to promote job retention and creation, foster economic development, protect skilled manufacturing jobs and continue to promote a fair, open and transparent procurement process that ensures value for taxpayers' dollars.

The Ministry of Transportation has conducted extensive stakeholder consultations with municipalities, transit industry manufacturers, suppliers, dealers, as well as its own transit agencies. As a result of the stakeholder consultations, the 25% Canadian content policy will include exemptions and waivers as laid out in this document.

The Canadian content policy is effective as of September 1, 2008. Procurements issued publicly, prior to September 1, 2008, to solicit submissions from manufacturers are exempt from complying with the terms and conditions of the Canadian content policy. The Province took the lead on implementing this policy, through Metrolinx's Request For Proposals for Urban Transit Buses under the 2009 Transit Procurement Initiative.

As outlined above, the Ontario government is committed to a transparent, fair and open process for transit vehicle procurement that ensures value for taxpayers' dollars. The Canadian content policy will apply to the procurement of transit vehicles acquired with funds received from the Province.

Although a minimum of 25% must be achieved and attested to in order to receive provincial funding, a municipality may require a higher percentage of Canadian content for its transit vehicle procurements.

## **3. CALCULATING CANADIAN CONTENT**

Under the Canadian content policy, the overall Canadian content of a transit vehicle is calculated as a percentage of the total final costs to the manufacturer, less any applicable taxes.

The Ministry will only consider, as Canadian content, expenditures for eligible costs in respect of transit vehicles for the items listed below and which are directly related to transit vehicles manufacturing process, distribution and acquisition:

- labour;
- subcomponents and components;
- project management;
- engineering;
- manuals;
- special tools;
- test equipment;
- freight; and
- warranty.

In addition, the percentage of Canadian content for expenditures (see above list of items for which expenditures may be considered eligible) related to transit vehicles, components or subcomponents will be calculated as follows:

1. 100% Canadian for a component that has undergone an irreversible manufacturing process in Canada.
2. 100% Canadian for a component that contains 60% or more Canadian content through any combination of expenditures that may be considered eligible, as described above, if such expenditures are made in Canada.
3. The exact Canadian percentage for a component that contains between 0% and 59% Canadian content through any combination of expenditures that may be considered eligible, as described above, if such expenditures are made in Canada.
4. Where a component or subcomponent is procured from a Canadian supplier, a minimum Canadian content of 15% will be assumed, without the requirement of certifying the percentage of Canadian content of the component or subcomponent in a manufacturer's declaration of compliance with the Canadian content policy. Simply handling the component or subcomponent is not sufficient to qualify. The Canadian supplier must provide added value through the procuring, manufacturing or after sales support of the component or subcomponent.

#### **4. CANADIAN CONTENT DECLARATION & CONSENT FORM**

Transit operators, and entities, must ensure that each manufacturer demonstrates how it will comply with the Canadian content policy requirements, and obtain a written declaration from the manufacturer:

- certifying the percentage of Canadian content of the transit vehicles described in the manufacturer's submission, calculated in accordance with this policy; and
- providing the manufacturer's consent to the disclosure, verification and audit of the information forming the basis of the declaration, both before the contract award and, for the successful manufacturer, during and after the term of the contract. (See Part 9

below for additional details regarding disclosure, verification and audit.)

In addition, transit operators, and entities, must ensure that manufacturers provide such progress reports, during the term of the contract, as they or the Ministry or the Auditor General, or any of their designates, may require, and written declarations of ongoing compliance with the 25% Canadian content requirement.

Should it appear at any time that a manufacturer might not meet the 25% Canadian content level, a transit operator or entity may require the manufacturer to submit a revised plan indicating how it will achieve compliance.

Transit operators, and entities, must ensure that the successful manufacturer demonstrates, upon final delivery of the transit vehicle(s), how it complied with the Canadian content policy requirement, and obtain a written declaration from the manufacturer, certifying the percentage of Canadian content of the transit vehicles, calculated in accordance with this policy.

## **5. EXEMPTIONS**

Through the consultation process, concerns were raised regarding the continued availability of certain types of transit vehicles and the ability to procure transit vehicles in an open and fair and fair procurement process in compliance with the 25% Canadian content requirement.

In consideration of the transit operator's efforts to comply with the *Accessibility for Ontarians with Disabilities Act, 2005*, and to procure specific transit vehicles to meet their individual strategic requirements to improve transit services, the following five vehicle types will be exempted from the 25% Canadian content requirement:

- specialized transit buses;
- conventional transit buses under 40 feet in length;
- diesel multiple units (DMUs);
- double decker buses; and
- passenger locomotives.

Despite the above and to encourage Canadian content for the exempted transit vehicles listed above, transit operators and entities will apply a 5% price preference to the price for the submission with the highest percentage of Canadian content. In practice, this will result in the submission with the highest percentage of Canadian content being evaluated as if the price submitted in the manufacturer's offer were 5% lower than that which was actually submitted. The 5% price preference will be applied for evaluation purposes only, and will not represent an effective reduction in the price submitted by the manufacturer.

## **6. WAIVERS**

In the event that no Canadian content compliant submissions are received as part of a fair, open and transparent procurement process for non-exempted vehicles, a transit operator may formally request a waiver to comply with the Canadian policy from the Ministry by providing:

- a letter from the Chief Administrative Officer or Chief Executive Office to the Deputy Minister of Transportation supporting the request for a waiver;
- a resolution from the transit operator (e.g., municipal Council or Metrolinx Board resolution) requesting a waiver; and
- a detailed report outlining the procurement process that was used.

Upon receipt of the waiver request, the Ministry will have the above-noted documents reviewed by a Ministry-appointed fairness monitor to determine whether a fair, open and transparent procurement process was used. If the procurement process was determined to be fair, open and transparent, the Ministry may waive the requirement for compliance with the Canadian content policy for that specific procurement. The Ministry intends to communicate its decision in writing and within 20 business days upon receipt of the fairness monitor's determination on whether it will provide a waiver. If the Ministry decides that the procurement process is not fair, open and transparent, the transit operator will have to decide to either initiate, or have the entity initiate, a new procurement process or proceed without provincial funding.

Where the Ministry issues a waiver, transit operators and entities will apply a 5% price preference to the price for the submission with the highest percentage of Canadian content. In practice, this will result in the submission with the highest percentage of Canadian content being evaluated as if the price submitted in the manufacturer's submission was 5% lower than actually submitted. The 5% price preference will be applied for evaluation purposes only, and will not represent an effective reduction in the price submitted by the manufacturer.

## **7. PROVINCIAL ENFORCEMENT**

If, in the opinion of the Ministry, a transit operator, or an entity, fails either to comply with or to ensure manufacturers' compliance with any of the Canadian content policy requirements, the Ministry may avail itself of any remedies it may have under the terms of the program or arrangement under which the transit vehicle may be funded, or any other remedies it may have at law or in equity.

## **8. MUNICIPAL ENFORCEMENT**

Transit operators, and entities procuring transit vehicles on their behalf, are responsible for ensuring the manufacturers' compliance with the Canadian content policy. As such, transit operators and entities are expected to include, in their contract documents, provisions that

set out the manufacturers' obligations to comply with the Canadian content policy and remedies should a selected manufacturer default in meeting these obligations. Such remedies may include termination for breach of such requirement. In addition, transit operators and entities may require an indemnity from the selected manufacturer for any liability the transit operator and/or entity might incur in the event of such breach. Transit operators and entities should obtain independent legal advice in order to adequately address related issues.

The Province shall not incur any liability whatsoever, expressed or implied, resulting from a transit operator's or entity's implementation of this Canadian content policy.

## **9. DISCLOSURE, VERIFICATION AND AUDIT**

Transit operators and entities are required to ensure manufacturers from whom they acquire transit vehicles are in compliance with this Canadian content policy. Despite the above, and unless provided otherwise under the terms of a program or arrangement under which provincial funds are provided for a transit vehicle, the Province and/or the Auditor General, or any of their designates, may also perform a verification or compliance audit to ensure manufacturers from whom transit operators and entities procure transit vehicles comply with this Canadian content policy, the costs of which the Province will assume.

## **10. WHERE TO REQUEST OR PROVIDE INFORMATION**

Any questions from transit operators regarding the Canadian content policy are to be directed to the Ministry's Transit Policy Branch at telephone (416) 585-7360 or fax (416) 585-7343.

Any questions from manufacturers regarding the Canadian content policy for a specific transit operators' procurement should be directed to the transit operator, or entity, responsible for the procurement.

**CANADIAN CONTENT POLICY  
PROCUREMENT DOCUMENT AND AGREEMENT PROVISIONS FORM  
SAMPLE WORDING**

Transit operators receiving provincial funding for the acquisition of transit vehicles and entities must comply with the Canadian content policy (the "policy"). To comply with the policy, transit operators, or an entity on behalf of a transit operator, must ensure manufacturers, from whom transit vehicles are acquired, meet the specified Canadian content requirements set out in the policy.

The following sample wording for procurement document provisions is provided to assist transit operators in implementing and complying with the policy. However, the responsibility for implementing and complying with the policy remains with each transit operator regardless of whether or not it chooses, or requires an entity, to use the sample wording provided in this document. As the form and content of each transit operator's and entity's procurement document will differ, modifications to the sample wording provided below should be made to suit the needs of each transit operator and entity, and each transit operator and entity should obtain any necessary independent legal and procurement advice it may require in that regard.

The Ministry shall not incur any liability whatsoever, expressed or implied, resulting from a transit operator or entity having used all or some of the sample wording provided or from implementing the policy.

**1. SAMPLE PROCUREMENT DOCUMENTS PROVISIONS**

**1.1 Definition**

The procurement document may define the term "Canadian Content".

***Sample Wording***

*"Canadian content" means the Canadian content of the transit vehicle determined in accordance with Schedule • to this procurement document.*

**1.2 Evaluation of Submissions**

The procurement document should explain how the policy will impact the evaluation of submissions and the selection of the successful manufacturer.

### **Sample Wording**

*This procurement document is subject to the Ontario Government's Canadian Content Policy for the procurement of transit vehicles, attached as Schedule • to this procurement document. Under the terms of this policy, unless the transit vehicles are exempt from this requirement or this requirement is waived in accordance with the policy, only submissions with a minimum 25% Canadian content, determined in accordance with the policy may be considered for evaluation. Where the transit vehicles are exempt or a waiver has been provided, the policy provides that the submission with the highest percentage of Canadian content, as determined in accordance with the policy, will be given a 5% price preference in the evaluation of submissions for any transit vehicle(s). The 5% price preference will be applied for evaluation purposes only, and will not represent an effective reduction in the price submitted by the manufacturer.*

### **1.3 Evaluation of Level of Canadian Content**

The procurement document should have provisions specifying how the requirement for Canadian content in a manufacturer's submission will be evaluated.

Unless the procurement is for exempt vehicles or the Canadian content requirement is waived in accordance with the policy, there is no requirement for weighting of Canadian content under the policy; only those manufacturers meeting this threshold will be evaluated.

For procurements of exempt transit vehicles or where a waiver has been provided, a 5% price preference will be given to the manufacturer with the highest level of Canadian content.

### **Sample Wording**

*Manufacturers should refer to Schedule • in order to calculate the Canadian content of their submissions. Unless the procurement is for exempt vehicles or the minimum level of 25% Canadian content requirement is waived in accordance with Schedule •, to be considered for evaluation, manufacturer's submission must meet the 25% minimum level of Canadian content determined in accordance with Schedule •.*

*For the procurement of exempt transit vehicles or where a waiver has been provided in accordance with Schedule •, a 5% price preference will be given to the manufacturer with the highest level of Canadian content.*

*For example, a transit operator receives three submissions for a transit vehicle that has been exempted from achieving the 25% Canadian content requirement:*

- *Manufacturer #1 submits \$250,000 and attests to achieving a Canadian content level of 22%.*
- *Manufacturer #2 submits \$270,000 and attests to achieving a Canadian content level of 23%.*

- *Manufacturer #3 submits \$260,000 and attests to achieving a Canadian content level of 19%.*

*During the evaluation, manufacturer #2 will have its submission evaluated as 5% less during that phase of the evaluations, reducing the price for the offer to \$256,500.*

## **2. Canadian Content Declaration & Consent Forms**

Manufacturers should be advised that a Canadian content declaration and consent form, provided by the transit operators or entity to the manufacturers as part of the procurement document, must be included with the form of offer they submit in response to the procurement document. As required by the policy, the declaration and consent form should:

- certify the level of Canadian content of the transit vehicles described in the manufacturer's submission, calculated in accordance with the policy; and
- provide the manufacturer's consent to the disclosure, verification and audit of the information forming the basis of the declaration, both before the contract award and, for the successful manufacturer, during and after the term of the contract.

Manufacturers should also be advised that the successful manufacturer must demonstrate, upon final delivery of the transit vehicle(s), how it complied with the Canadian content policy requirement, and provide a written declaration, certifying the percentage of Canadian content of the transit vehicle(s), calculated in accordance with this policy.

The sample declaration and consent form included in Appendix A to this attachment, assumes that the specific levels of Canadian content are included in the form itself. However, transit operators, and entities, may choose to require that the level of Canadian content be provided in other documentation associated with the procurement document, such as the manufacturer's submission or the form of offer (see Appendix B for sample language).

## **3. Agreement Provisions**

A transit operator or entity, as applicable, should include provisions, similar to those in the procurement document, in any agreement with the selected manufacturer that capture/confirm the selected manufacturer's ongoing obligations related to the Canadian content policy.

In addition, the agreement with the selected manufacturer should include provisions that provide the transit operator with adequate remedies if the manufacturer defaults in its obligations relating to the required level of Canadian content. As each transit operator or entity will need to determine what remedies best address the needs of its particular circumstances, no sample clauses are provided. That said, remedies could include termination for breach of a provision of the contract (which would normally include terms and conditions set out in the agreement, and other documents) relating to the manufacturer's obligations concerning the required level of Canadian content.

A transit operator or entity may also wish to limit its own liability for breach of the manufacturer's Canadian content obligations, and request an indemnity from the manufacturer for any liability the transit operator or entity might incur in that regard.

**SAMPLE FORM: CANADIAN CONTENT DECLARATION & CONSENT FORM**

The [Transit Operator/Entity] requires all manufacturers to indicate the level of Canadian content in their submissions, determined in accordance with Schedule • to this [Procurement Document]. In this regard, manufacturers are advised that the [Transit Operator/Entity] requires a declaration from all manufacturers setting out and certifying the level of Canadian content. As well, the [Transit Operator/Entity] requires the manufacturers consent to the disclosure and verification of the information certified in the declaration and, if the manufacturer is awarded the contract, to the audit of these levels during the contract term by or on behalf of the [Transit Operator/Entity].

This declaration and consent must be submitted in order to be considered for evaluation

**Declaration – Canadian Content Level**

On behalf of [Legal Name of Manufacturer], I/we certify that the Canadian content of the transit vehicles, as set out and determined in accordance with Schedule • to this procurement document, is accurate to the best of my/our knowledge.

Dated at                      this                      day of                      20                      .

---

(An authorized signing officer with the authority to bind the manufacturer)

---

(Print Name)

---

(Title)

---

(Phone Number)

---

(Fax Number)

The manufacturer acknowledges that the [Transit Operator/Entity] relies upon this declaration to evaluate submissions and to enter into any contract resulting from this submission. This declaration may be verified or audited in such manner as [the Entity,] the Transit Operator, the Ministry of Transportation or the Auditor General, or any of their designates, may reasonably require. Should such verification or audit disclose a material inaccuracy of the information certified in this declaration, the [Transit Operator/Entity] shall have the right to disqualify the manufacturer or terminate any contract awarded to the manufacturer pursuant to this procurement process.

**Consent to Disclosure, Verification & Audit**

*I/We consent to the [Transit Operator/Entity] releasing the information certified in this declaration to the Ministry of Transportation, as well as any other information necessary for the purpose of verifying the continuing accuracy of the level of Canadian content certified in this declaration.*

*I/We also consent to [Entity], the Transit Operator, the Ministry of Transportation, and the Auditor General, or any of their designates verifying and auditing the level of Canadian content of the transit vehicles determined in accordance with Schedule • to this procurement document, during the term of any contract awarded by the [Transit Operator/Entity] pursuant to this procurement document to [Legal Name of Manufacturer] and for seven (7) years after such term.*

Dated at                      this                      day of                      20                      .

---

*(An authorized signing officer with the authority to bind the manufacturer)*

---

*(Print Name)*

---

*(Title)*

---

*(Phone Number)*

---

*(Fax Number)*

**SAMPLE FORM: CANADIAN CONTENT**

Name of Manufacturer:

Submission No.:

Municipality Name:

*The manufacturer must set out below the level of Canadian content for all costs included in the transit vehicle:*

Item	Category of Item	Percentage of Total Vehicle Cost (A)	Percentage of Canadian Content for Item (B)	Total Percentage Canadian Content (A*B%)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
<b>Total Percentage of Canadian Content of Vehicle:</b>				

**\*Note:** Manufacturers will be required to submit this form, along with the declaration form, during the initial submission and the successful manufacturer must submit this form upon final delivery of the transit vehicle(s).

May 18, 2012

Report to: Mayor and Council

From: Jason Kabel

Re: Community Museum Operating Grants (CMOG) 2012-2013

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Please find attached the annual Grants Ontario Application Form and Community Museum Operating Grant (CMOG) from the Ministry of Tourism, Culture, and Sport for our annual operating grant. The report is due July 3, 2012 and requires an authorized signature. The report was just recently received by our museum curator and regrettably did not get to our Community Services Executive Committee meeting for recommendation. The annual grant is in the amount of \$21,519.00.

Due to the rigid deadline we are requesting that council authorize the Mayor and CAO to sign the grant application and forward to the Ministry of Tourism, Culture, and Sport.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jason Kabel".

Jason Kabel

Manager of Community Services

**Council's approval of this report will** authorize the Mayor and CAO to sign the Community Museum Operating Grant application for submission before July 3, 2012.

## Introduction

This section provides information on how to complete and submit your application. Users of this application may also hover their cursor over any heading to learn more about the requirements.

### How To Complete Application

Before filling out the application read the entire PROGRAM/APPLICATION GUIDELINES. It may be useful to print a copy of the Program/Application guidelines to refer to while completing the application. There may be some questions on this application that you are NOT required to complete, these will be noted clearly in the Program/Application guidelines. Some programs require you to contact a ministry advisor prior to submitting your application.

Information about eligible organizations and expenses are detailed in the Program/Application guidelines.

Some fields in your application will already have the information you supplied during enrolment or from previous applications.

Ensure that each question is answered directly and adequately. Be sure to address all the specific requirements outlined in the Application Guidelines.

Answer each question fully or indicate "not-applicable" if the question is not relevant or does not apply to your project. Answers may vary in length depending on the nature of your project or program.

Provide reasons and supporting data where applicable to support your application. Demonstrate how your project addresses the grant program priorities.

Prepare necessary support materials. Ensure you have all of the necessary support materials electronically (either scanned, pdf or attachment). The required attachments are listed below.

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

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

### Attachment, Requirements Checklist

- Board Members 2011
- 2011 Annual Report
- Most recent organizational chart
- New/revised policies created for 2011
- 2011 Revenue and Expense form
- 2011 Financial Statement

**Section A - Organization Information**

This section displays general information about your organization submitted during the Grants Ontario enrolment process. To make a change to this information, please submit an Assistance Request through the Grants Ontario System. Once the change has been made, all future applications will include the updated information.

1. Organization Name: Fort Frances Museum and Cultural Centre	2. Organization Legal Name: <i>Corporation of Town of Fort Frances</i>	
3. Web Site URL: www.fort-frances.com/museum		
4. Type of Legal Entity: <i>municipal</i>	5. Year Established: <i>1978</i>	6. Date Incorporated:
7. Corporation Registration Number:	8. Date of last AGM: <i>N/A</i>	9. Date of Next AGM: <i>N/A</i>
10. Organization Mandate:  <i>Council of municipality</i>		

### Section B - Organization Address Information

This section displays address information about your organization submitted during the Grants Ontario enrolment process. To make a change to this information, please submit an Assistance Request through the Grants Ontario System. Once the change has been made, all future applications will include the updated information.

#### Primary Address:

1. Street address 1: 259 Scott Street		
2. Street address 2:		
3. City: Fort Frances	4. Province: Ontario	5. Postal Code P9A1G8

#### Mailing Address:

6. Street address 1: 259 Scott Street		
7. Street address 2:		
8. City: Fort Frances	9. Province: Ontario	10. Postal Code P9A1G8

### Section C - Organization Contact Information

Information about key people in the organization, including whether they have signing authority or not. Note that only the first group of contact fields are mandatory. All other types of contacts are optional.

#### Organization Contact

General contact for the organization. The person who should receive general information from the Ministry including notification of grant opportunities, deadlines and news releases.

1. * Salutation: Mrs.	2. * First Name: Sherry	3. * Last Name: George	4. * Title: Museum Curator
5. * Phone Number (Work): 8072747891		6. Phone Number (Mobile):	7. * Email Address: sgeorge@fort-frances.com

☒ 8. Signing Authority (Does this person have signing authority for your organization?)

*Who do we want on this page?*

## Board Chair

This is the most senior elected or appointed official with whom a Minister of the Crown would correspond with.

*Mayor or designate?*

9. Salutation: <i>Mr</i>	10. First Name: <i>N/a Roy</i>	11. Last Name: <i>Avis</i>	12. Title: <i>Mayor</i>
13. Phone Number (Work): <i>807 274-5323</i>		14. Phone Number (Mobile):	15. Email Address:

☐ 16. Signing Authority (Does this person have signing authority for your organization?)

## CEO / ED Contact

This is the most senior paid employee of the organization

17. Salutation: <i>Mr</i>	18. First Name: <i>Mark</i>	19. Last Name: <i>McCaig</i>	20. Title: <i>CEO</i>
21. Phone Number (Work): <i>807 274-5323</i>		22. Phone Number (Mobile):	23. Email Address:

☐ 24. Signing Authority (Does this person have signing authority for your organization?)

## Other Contact 1

Any other person with whom the Ministry might wish to contact or additional signing authorities e.g. Treasurer, CFO or Vice Chair

25. Salutation:	26. First Name: <i>N/a</i>	27. Last Name:	28. Title:
29. Phone Number (Work):		30. Phone Number (Mobile):	31. Email Address:

☐ Signing Authority (Does this person have signing authority for your organization?)

## Other Contact 2

Any other person with whom the Ministry might wish to contact or additional signing authorities e.g. Treasurer, CFO or Vice Chair

33. Salutation:	34. First Name: <i>N/a</i>	35. Last Name:	36. Title:
37. Phone Number (Work):		38. Phone Number (Mobile):	39. Email Address:

☐ 40. Signing Authority (Does this person have signing authority for your organization?)

### Section E - Grant Payment Information

Should your application be successful, this information will be used to make payments.

**Payment Address:**

Please select your organization's payment address from the drop-down list below. Once selected, the payment address fields below will be populated with the information related to the selected address. If your organization's payment address does not appear in the drop-down list, please complete the fields below manually.

1. Payment Organization: TOWN OF FORT FRANCES | 320 PORTAGE AVE

2. \* Payment Organization Name

TOWN OF FORT FRANCES

3. \* Street Address 1:

320 PORTAGE AVE

4. Street Address 2:

5. \* City:

FORT FRANCES

6. \* Province:

Ontario

7. \* Postal Code

P9A 3P9

**Payment Contact:**

Individual who should be contacted for clarifications about banking information or financial matters

8. \* Salutation:

Ms.

9. \* First Name:

Laurie

10. \* Last Name:

Witherspoon

11. \* Title:

Treasurer

12. \* Phone Number (Work):

(807) 274-5323 x248

13. Phone Number (Mobile):

14. Fax Number:

(807) 274-8479

15. \* Email Address:

lwitherspoon@fort-frances.com

16. \* Method Of Payment

Electronic Fund Transfer

### Section F - Application Contact information

This is the person who will be the sole contact responsible for all communication with the Ministry in regard to this application.

1. * Salutation: Mrs.	2. * First Name: Sherry	3. * Last Name: George	4. * Title: Museum Curator
5. * Phone Number (Work): (807) 274-7891		6. Phone Number (Mobile):	7. Fax Number: (807) 274-4103
8. * Email Address: sgeorge@fort-frances.com			

## Section I - Performance Measures

There are set performance measures for all projects in this grant category. The target number or "Goal" is all that is required. In addition your project may have specific performance measures, these may be added to the blank areas of the chart.

Ministry Provided Performance Metrics					
		1. * Metric	2. Description	3. * Goal	
	1	# family memberships		7	
	2	# individual memberships		37	
	3	# institutional memberships		3	
	4	# of non-paying visitors		2,171	
	5	# of operating days per month for at least 8 month		22	
	6	# of paid positions not supported by employment gr		1	
	7	# of paid positions not supported by employment gr		1	
	8	# of paid positions supported by employment grants		0	
	9	# of paid positions supported by employment grants		3	
	10	# of paying visitors		1,560	
	11	# of school groups		10	
	12	# of seasonal operating days		0	
	13	# of seasonal operating hours		0	
	14	# of students		4	
	15	# of volunteer hours contributed in 2011		374	
	16	# of volunteers		39	
	17	# of year round operating days		292	
	18	# of year round operating hours		1,748	
Client Provided Performance Metrics					

		4. Metric	5. Description	6. Goal	
X	1	website visitors		18,500	+

## Section O - Terms & Conditions

### Terms and Conditions: Community Museum Operating Grant 2012-13

All grants awarded by the Ministry of Tourism, Culture and Sport are governed by terms and conditions.

The general terms and conditions governing grants awarded under the Community Museum Operating Grant program are contained in this application form. By signing the application form and submitting it to the Ministry, the Applicant is agreeing with the Ministry to be bound by these terms and conditions if a grant is awarded.

In addition to these general terms and conditions the Ministry may specify other terms and conditions which will be contained in subsequent correspondence from the Ministry. The Applicant will be asked to agree to those terms and conditions by signing and returning that correspondence to the Ministry. Once the Applicant signs that correspondence and returns it to the Ministry, the terms and conditions contained in that correspondence will form part of the Applicant's agreement with the Ministry. The Ministry will not disburse Funding to the Applicant until the Applicant signs and submits to the Ministry both this application and any subsequent correspondence containing any additional terms and conditions. All grant applications submitted to the Ministry are subject to the access-to-information provisions of the Freedom of Information and Protection of Privacy Act (the "Act"). The Act provides all persons with a legal right of access to information in the custody and/or control of the Ministry, subject to a limited set of exemptions. One such exemption is information that reveals a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence, where disclosure could reasonably be expected to result in certain harms.

If an Applicant believes that any of the information it submits in connection with its grant application, grant, if any, or pursuant to the Terms and Conditions reveals any trade secret or scientific, technical, commercial, financial or labour relations information belonging to it and wishes to protect the confidentiality of such information, the Applicant should clearly mark the information "confidential". Marking the information "confidential" does not mean that the information will not be released if and as required under the Act. Rather, if the Ministry receives a request for access to that information, marked "confidential", the Ministry will contact the Applicant so that it may, if it wishes, make representations concerning release of the requested information.

The Applicant is advised that the names and addresses of grant recipients, the amount of grant awards, and the purpose for which the grants are awarded is information the Ministry makes available to the public. See Article 34.

Copies of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, chapter F.31, as amended, are available from Publications Ontario at 777 Bay Street, Toronto ON M5G 2C8, telephone 416 585-7485 or 1 800 668-9938. The Act is also Internet accessible at:

<http://www.ipc.on.ca/index.asp?navid=73>.

#### 1. Definitions

When used in these Terms and Conditions, the following terms will have the meanings ascribed to them below:

"Activities" means the operation of a Museum as per Regulation 877.

"Additional Conditions" means the terms and conditions referred to in Article 15;

"Agreement" means the Application (including cover and execution pages and any sections of the application) entered into between the Ministry and the Recipient, the Terms and Conditions and any instruments amending this agreement.

"Application" means this application form and the information provided by the Recipient herein;

"Applicant" means a non-profit corporation, council of a municipality, public library board, conservation authority, or Indian Band that is eligible for a grant under the application.

"Approval Letter" means the letter sent by the Minister of Tourism, Culture and Sport which confirms that the Recipient will receive Funding and sets out the amount of Funding which the Recipient may receive;

"Claims" means any and all liability, loss, costs, damages and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings;

"Fiscal Year" means , the period commencing on the date of this Agreement and ending on first day that is March 31

following the date of this Agreement;

"Funding" means the funds provided to the Recipient by the Ministry;

"Ministry" means Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport;

"Museum" means the institution operated by the Applicant and as defined in section 1 of the Regulation;

"OHA" means Ontario Heritage Act, c. 0.18, R.R.O. 1990, as amended;

"Pay Equity Funding" means the funds given by the Ministry to the Recipient to assist the Recipient in meeting its obligations under the Pay Equity Act, R.R.O. 1990, c. P. 7;

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

"Recipient" means the Applicant which has been awarded Funding and which has agreed to be bound by the Terms and Conditions;

"Regulation" means OHA, Regulation 877 R.R.O. 1990 as amended;

"Terms and Conditions" means the terms and conditions set out in this Application and any terms and conditions set out in subsequent correspondence from the Minister or Ministry.

## 2. Term and Notice

These Terms and Conditions shall be in effect for one (1) year from the date of the Approval Letter unless terminated earlier pursuant to either Article 11 or 12 of these Terms and Conditions.

Any notice or communication required or permitted to be given under these Terms and Conditions will be:

- a. in writing;
- b. delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and
- c. addressed to the applicant or the Ministry of Tourism and Culture, Culture Programs and Services Branch, as appropriate.

All notices will be effective at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when the Ministry is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Ministry is normally open for business.

## 3. Funding

### 3.1 the Ministry:

- a. shall provide Funding up to the amount indicated in the Approval Letter. The Ministry shall disburse the Funding to the Recipient at a time to be determined by the Ministry and,
- b. may adjust the amount of Funding to be provided to the Recipient based upon the Ministry's assessment of the reports provided to the Ministry pursuant to Article 16.

## 4. Condition Precedent

It is a condition precedent to the receipt by the Recipient of Funding under these Terms and Conditions that the Ministry is satisfied with the performance of the Recipient under any previous or concurrent grant agreement or terms and conditions with the Ministry. This condition is inserted for the benefit of the Ministry and may be waived at its option. Upon fulfilment or waiver of the condition, the Terms and Conditions shall be in force or binding on the Recipient and the Ministry.

## 5. Funding and Budget

5.1 The Ministry shall provide Funding up to the amount indicated by the Approval Letter and/or Ministry in writing. The Ministry shall disburse the Funding to the Recipient at its discretion.

5.2 Despite section 5.1 above, the Ministry:

- a. in its sole discretion, may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year during which the Terms and Conditions are in effect based upon the Ministry's assessment of the reports provided to the Ministry pursuant to Article 16 of these Terms and Conditions;

## 6. Activities

6.1 Unless otherwise permitted by the Ministry in writing, the Recipient shall:

use the Funding to complete the objectives and achieve the outcomes described in the Regulation;

6.2 The Recipient shall not make any changes to the Activities or the time lines without the prior written approval of the Ministry.

6.3 The Recipient will carry out the Activities and their operations in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Activities. The Ministry is not responsible in any way for the carrying out of the funded Activities.

#### 7. Representations, Warranties and Governance

7.1 The Recipient represents warrants and covenants that:

- a. it is, and shall continue to be in compliance with all laws, including the requirements under the Regulation;
- b. all information (including information relating to any eligibility requirements for the Grant) the Recipient provided to the Ministry in support of its Application was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the Term of this Agreement, in every respect except as set out to the contrary in this Agreement; and
- c. any Pay Equity Funding (if applicable) is being used solely for the purposes of fulfilling the Recipient's obligations under the Pay Equity Act.

7.2 The Recipient represents and warrants that:

- a. it has the full power and authority to enter into these Terms and Conditions; and
- b. it has taken all necessary actions to authorize the execution of this Agreement.

7.3 The Recipient represents, warrants and covenants that it has

- a. established, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:

- i. establish decision-making mechanisms;
- ii. provide for the prudent and effective management of the Funding;
- iii. establish procedures to enable the successful completion of the Activities; and
- iv. establish procedures to enable the preparation and delivery of all reports required pursuant to Article 16.

7.4 Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 7.

#### 8. Holding of Funding

8.1 Until it is used in accordance with these Terms and Conditions, the Funding will be placed in an account that:

- a. resides at a Canadian financial institution; and
- b. is in the name of the Recipient.

8.2 If the Ministry flows the Funding to the Recipient prior to the Recipient's immediate need for the Funding the Recipient shall place the Funding in an interest bearing account.

8.3 If the Recipient earns any interest on the Funding:

- a. the Ministry may deduct the interest amount from any further Funding instalments; and/or
- b. the Recipient shall pay any interest to the Ministry as directed by the Ministry.

#### 9. Assignment of Application or Funding

The Applicant/Recipient shall not assign this Application or the Funding or part thereof to another entity without the prior written consent of the Ministry, which consent may be unreasonably and arbitrarily withheld.

These Terms and Conditions will ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

#### 10. Unused Funding

The Recipient agrees that any part of the Funding which has not been used and accounted for by the Recipient by the time the Terms and Conditions expire shall belong to the Ministry and shall be used only for the purposes agreed upon by the Ministry or shall be returned to the Ministry immediately on the written request of the Ministry.

#### 11. Termination by Ministry for Convenience

The Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under the Terms and Conditions or at law or in equity, terminate the Terms and Conditions at any time, for any reason, upon giving at least 30 days notice to the Recipient.

#### 12. Termination and Corrective Action

12.1 The Ministry may terminate the Terms and Conditions immediately upon giving notice to the Recipient if:

a. in the opinion of the Ministry:

i. the Recipient has knowingly provided false or misleading information regarding its Application or in any other communication with the Ministry;

ii. the Recipient breaches any term or condition of the Terms and Conditions;

iii. the Recipient is unable to complete the Activities or is likely to discontinue it;

iv. it is not reasonable for any reason for the Recipient to complete the Activities;

b. the nature of the Recipient's business, or its corporate status, changes so that it no longer meets any applicable eligibility requirements under which the Ministry is providing the Funding;

c. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or

d. the Recipient ceases to carry on business;

e. the Recipient uses Funding or any part of it for Political Activity.

12.2 If the Ministry considers that it is appropriate to allow the Recipient the opportunity to remedy the breach of these Terms and Conditions, the Ministry may give the Recipient an opportunity to remedy the breach by giving the Recipient written notice

a. of the particulars of the breach;

b. of the period of time within which the Recipient is required to remedy the breach; and

c. that the Ministry will terminate the Terms and Conditions:

i. at the end of the notice period provided for in the notice if the Recipient fails to remedy the breach within the time specified in the notice; or

ii. prior to the end of the notice period provided for in the notice if it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or if the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry.

12.3 If the Ministry has provided the Recipient with an opportunity to remedy the breach, and

a. the Recipient does not remedy the breach within the time period specified in the notice;

b. it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or

c. the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry;

The Ministry may immediately terminate the Terms and Conditions by giving notice of termination to the Recipient.

12.4 Despite the Ministry's right to terminate this Agreement pursuant to s. 12.1, the Ministry may, in addition to and in the alternative to s. 12.2, choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Ministry determines, to ensure the successful completion of the Activities in accordance with these Terms and Conditions.

12.5 In the event of termination under this Article, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

### 13. Funding Upon Termination

If the Terms and Conditions are terminated by the Ministry pursuant to Article 11 or Article 35, the Ministry may:

a. cancel all further Funding instalments; and/or

b. demand the repayment of any Funding (including any interest) remaining in the possession or under the control of the Recipient that are not required by the Recipient;

and the Ministry will determine the Recipient's reasonable costs to terminate the Activities (if such action is necessary) and allow the Recipient to set-off such costs against the amount owing by the Recipient to the Ministry. In no event will the Ministry be responsible for any amount by which the costs exceed the amount owing.

If the Terms and Conditions are terminated by the Ministry pursuant to Article 12, the Ministry may:

a. cancel all further Funding instalments; and/or

b. demand the repayment of any Funding in whole or in part (including any interest), or an amount equal thereto.

### 14. Repayment of Funding by Recipient

If the Ministry demands the repayment of any part of the Funding funds pursuant to the Terms and Conditions the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Recipient shall pay the amount to the

Ministry immediately unless the Ministry directs otherwise. The Ministry may charge interest on any amount owing by the Recipient at the then current rate charged by the Province of Ontario on accounts receivable. The Recipient will pay the amount demanded by cheque payable to the "Minister of Finance, Ontario" and mailed to the Ministry of Tourism, Culture and Sport to the attention of the Program Assistant as provided for on page 1 of the Application. The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the time these Terms and Conditions expire or are terminated will be used only for the purposes agreed upon by the Ministry or will be returned to the Ministry immediately on the written request of the Ministry.

#### 15. Additional Conditions

The Recipient will comply with any Additional Conditions. The Ministry shall be entitled, at any time, to impose such additional terms or conditions on the use of the Funding which it, in its sole discretion, considers appropriate for the proper management and expenditure of the Funding and the carrying out and completion of the Activities and shall be entitled to impose such terms and conditions on any consent granted pursuant to the Terms and Conditions.

#### 16. Reports

The Recipient shall submit:

- a. A financial report for the Applicant's previous fiscal year to the Ministry;
- b. A completed Schedule B, if the recipient receives Pay Equity Funding;
- c. A final report on its Activities from the previous year;
- d. Such other reports as the Ministry may require from time to time;

Reports shall be in a form satisfactory to the Ministry and shall include all details requested by the Ministry. The Recipient shall provide with the final report copies of all materials, products or resources developed using the Funding. All reports shall be signed by an officer of the Applicant/Recipient authorized to sign for and bind the Recipient.

Upon request, the Recipient shall submit a final audited financial statement to the Ministry, in addition to the final report, within the time period stipulated by the Ministry. If audited statements are not normally prepared by the Recipient; the Ministry may request a review engagement report which accounts for Grant revenue and expenditures prepared by an accredited accountant external to the Recipient.

#### 17. Acknowledgement

The Recipient acknowledges that the Ministry may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

The Recipient agrees to acknowledge the support of the Ministry and the Government of Ontario,

##### a. by displaying

- i. the following words: The support of the Government of Ontario, through the Ministry of Tourism, Culture and Sport, is acknowledged, (the "Acknowledgement")  
and
- ii. the Province of Ontario Trillium logo (the "Ontario Logo"), word mark (the "Ontario Word Mark"), as directed by the Ministry on approval of the Activities,  
in all copies of interim or final reports produced for the Activities or with the Funding or under the Terms and Conditions and in all advertising and publicity relating to Activities;
- b. by displaying the Ontario Logo or Ontario Word Mark, as the case may be, in colour wherever and whenever it is financially feasible to do so;
- c. by displaying the Acknowledgement and the Ontario Logo or Ontario Word Mark, as the case may be, prominently;
- d. the Recipient will not make any public announcement, news release, advertising or other form of publicity regarding the Funding received until permission to do so is received from the Ministry; and
- e. will advise the Ministry in writing of any public communication, interview, media event, report or presentation that is expected to refer to the Activities and provide the opportunity for the Ministry to be present where appropriate. The Recipient will provide the Ministry with a minimum of ten (10) business days prior written notice of such events, or as soon as the Recipient is aware of such events.

#### 18. Disclaimer

The Recipient shall prominently display the following disclaimer in all reports and materials produced for the Activities or

with the Funding or under the Terms and Conditions:

The views expressed herein are those of \_\_\_\_\_ and do not necessarily reflect those of the Programs and Services Branch, the Ministry of Tourism, Culture and Sport, or the Government of Ontario.

#### 19. Accounting and Audit

19.1 The Recipient shall keep and maintain all records, invoices, and other documents relating to the Funding, including all documents substantiating its competitive purchasing, in a manner consistent with generally accepted accounting principles, as set out by the Canadian Institute of Chartered Accountants and its Handbook, and in accordance with generally accepted bookkeeping practices, and shall maintain such records and keep them available for review by the Ministry and its agents for a period of seven (7) years from the date of the expiry or termination of these terms.

19.2 The Recipient will maintain all non-financial documents and records relating to the Funding or the funded Activities, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law.

19.3 The Recipient authorizes the Ministry or its authorized representatives may, upon twenty-four (24) hours' notice to the Recipient and during normal business hours:

- a. enter the Recipient's premises to review the status and manner of operation of the Activities;
- b. inspect and copy any financial records, invoices and documents in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Activities;
- c. inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Activities, except that, where such records relate to a third party served by the Activities, the Ministry will obtain the consent of the third person before inspecting or copying such records; and
- d. conduct a full or partial audit or investigation of the Recipient in respect of the Activities.

19.4 To assist the Ministry in the task described in this Article, the Recipient agrees to provide any additional information reasonably required by the Ministry.

19.5 The purposes for which the Ministry may exercise its rights under this Article include:

- a. determining for what items and purposes the Recipient expended the Funding;
- b. determining whether, and to what extent, the Recipient expended the Funding with due regard to economy and efficiency; and
- c. determining whether the Recipient completed the Activities effectively and in accordance with the Terms and Conditions.

19.6 For greater clarity, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9.1 of the Auditor General Act (Ontario).

#### 20. Competitive Purchasing of All Goods and Services

The Recipient will manage the Activities wisely and prudently achieving value for money. The Recipient will acquire all supplies, equipment and services, including any advertising-related services, purchased with the Funding through an appropriate competitive process. For goods and services the cost of which exceeds \$5,000.00, the Recipient will, at a minimum, obtain at least three written quotes unless:

- a. the expertise the Recipient is purchasing is specialized and is not readily available; or
- b. it is unreasonable for the Recipient to obtain three (3) quotes because the Recipient has already researched the market for another similar purchase and knows the market.

#### 21. Conflict of Interest

21.1 The Recipient will carry out the Activities and use the Funding in a manner that no person associated with the Activities in any capacity will have a potential or actual conflict of interest.

21.2 For these purposes, a conflict of interest includes a situation in which the person associated with the Activities and any member of his or her family is able to benefit financially from his or her involvement in the Activities. Nothing in this Article shall prevent volunteers from receiving reasonable out-of-pocket expenses incurred in connection with the Activities. The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

21.3 The Recipient will disclose to the Ministry without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest.

#### 22. Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of the Terms and Conditions resulting from matters beyond the control of the Ministry and the Recipient including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

## 23. Amendment and Waiver

No amendment of or addition to these Terms and Conditions will be valid unless it is in writing and signed by each party. A waiver of any failure to comply with any of the Terms and Conditions must be in writing and signed by the party providing the waiver.

Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply, whether occurring prior thereto, at the same time or thereafter.

## 24. Ministry and Recipient Independent

The parties are and shall at all times remain independent of each other and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations shall be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other to any other person or with respect to any other action of the other party.

## 25. Severability of Provision

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision of these Terms and Conditions and any invalid or unenforceable provision will be deemed to be severed.

## 26. Two or More Applicants

Where two or more Applicants sign this application form, each Applicant shall be jointly and severally liable (each completely and individually liable) to the Ministry for the fulfillment of the obligations under the Terms and Conditions.

## 27. Time of Essence

Time will be of the essence in all respects. No extension of or waiver pursuant to these Terms and Conditions will operate as a waiver of this provision.

## 28. Sustainability

The Recipient agrees to operate all aspects of the Activities for the total period for which the Funding has been requested in the Application.

## 29. Governing Law

These Terms and the rights, obligations and relations of the parties to these terms will be governed by and construed in accordance with the laws of the province of Ontario. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the province of Ontario and all courts competent to hear appeals therefrom.

## 30. Further Assurances and Consents

The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Terms and Conditions to its full extent. The Recipient acknowledges that the Ministry may impose conditions on any consent it provides pursuant to these Terms and Conditions.

## 31. Interpretative Value of Agreement Documents

In the event of any conflict or inconsistency between any part of this Application and these Terms and Conditions, these Terms and Conditions will prevail over any other part of this Application.

The division of these Terms and Conditions into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or the interpretation of these Terms and Conditions.

**32. Appropriation**

Despite any other provision of these Terms and Conditions, any payment by the Ministry under these Terms and Conditions is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and there being funds available. Furthermore, should the Ministry's funds be reduced or otherwise become unavailable by non-appropriation by the Legislative Assembly of Ontario, the Ministry may:

- a. reduce the amount of the Funding and/or;
- b. in accordance with Article 13 terminate the Funding immediately upon giving notice to the Recipient.

**33. Number and Gender**

These Terms and Conditions will be read with all changes in gender or number as required by the context.

**34. Freedom of Information and Protection of Privacy Act (FIPPA)**

34.1 The Recipient acknowledges that the Ministry is bound by FIPPA and that any information provided to the Ministry in connection with these Terms and Conditions or the Application is subject to disclosure in accordance with the requirements of that Act.

34.2 The Recipient acknowledges that the Ministry may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

**35. Survival**

Upon the expiration or termination of these Terms and Conditions, the following provisions will survive:

- Articles 8 (Holding of Funding),
- 9 (Assignment of Application or Funding),
- 10 (Unused Funding),
- 11 (Termination by Ministry for Convenience),
- 12 (Termination and Corrective Action),
- 13 (Funding upon Termination),
- 14 (Repayment of Funding by Recipient),
- 16 (Reports),
- 17 (Acknowledgement),
- 18 (Disclaimer),
- 19 (Accounting and Audit),
- 20 (Competitive Purchasing of All Goods and Services ),
- 23 (Amendment and Waiver),
- 32 (Appropriation),
- 34 (FIPPA),
- 35 (Survival).

**Section P - Declaration / Signing**

The names of signing authorities are pre-populated in the declaration/signing section IF they were noted as signing authorities in the Organization Contact sections. Additional signing authorities may be added.

It is recognized that in many cases, the person completing the grant application is not a signing authority. It is the responsibility of the grant contact to ensure they have documented proof of approval from the signing authority(ies) to request grant funds. This documentation needs to be kept and produced if necessary.

Applicants are expected to be compliant with the Ontario Human Rights Code and all other applicable laws. The Ontario Human Rights Code provides for equal treatment in the areas of services, goods, facilities, accommodation, contract and employment without discrimination on the grounds of race, ancestry place of origin, colour, ethnic, origin, citizenship, creed, sex, sexual orientation, disability, age, family status, marital status, the receipt of public assistance (in accommodation only), and record of offences (in employment only). Failure to comply with the letter and spirit of the Ontario Human Rights Code will render the applicant ineligible for a grant, and in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry.

Applicants should be aware that the Province is bound by the Freedom of Information and Protection of Privacy, R.S.O. 1990,c.F.31, (click here..<http://www.ipc.on.ca/index.asp?navid=73>) as amended from time to time and that any information provided to the Province in connection with their application may be subject to disclosure in accordance with the requirements of that Act. Applicants are advised that the names and address of organizations receiving grants plus the amount of the grant awards, and the purpose for which grants are awarded is information made available by the Ministry to the public.

## Declaration

By clicking the Agree button, I/we (as indicated below) agree with the following statements;

On behalf of and with the authority of the Applicant, I certify that

- (a) the information provided in this application is true, correct and complete in every respect;
- (b) if the Applicant is awarded Funding, the Applicant agrees to be bound by the Terms and Conditions set out in Section O, and contained in subsequent correspondence from the Ministry;
- (c) the Applicant has read and understands the information contained in the Application Form;
- (d) the Applicant is aware that the information contained here in can be used for the assessment of grant eligibility and for statistical reporting;
- (e) the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the grant is subject to disclosure under the Freedom of Information and Protection of Privacy Act;
- (f) the Applicant is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Government of Ontario;
- (g) I am an authorized signing officer for the Applicant.

Mrs. Sherry George  
Museum Curator  
(w): 8072747891  
(c):  
E-mail: [sgeorge@fort-frances.com](mailto:sgeorge@fort-frances.com)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date/Time Field



*Agenda Item # 9.2*

# Grants Ontario Application Form

Community Museum Operating Grants (CMOG) 2012-2013

Additional Signing Authority:

Salutation:	First Name:	Last Name:	Title:
Phone Number (Work):	Phone Number (Mobile):	Email Address:	

Signature

Date/Time Field

Application for 2012 Community Museum Operating Grant – 2011-2012  
**Agenda Item # 9.2 ...**  
 Please list all revenue applied to the operation of the Fort Frances Museum.

**1. Government Grants**

- Only list grants funded by the provincial and federal governments and their agencies.
- Report municipal grants and contributions in Section 2.

Grant Name	Source	Description	Granting Agency's Portion	Museum's Portion	Total Amount
CMOG	Ministry of Tourism, Culture and Sport	Operating Grant	21,519.00	Not applicable	21,519.00
Pay Equity Grant	Ministry of Tourism, Culture and Sport	Pay Equity Grant	N/a	Not applicable	
Young Canada Works	Canadian Museums Association	Summer Student Grant	5266.06	7457.85	12723.91
Summer Jobs Service	Provincial Ministry of N. Develop & Mines	Summer Student Grant	1036.00	7446.60	8482.60
Canada Summer Jobs	HR & Skills Develop. Canada	Summer Student Grant	1983.04	10862.05	12845.09
Subtotal 1 ➡			\$ 29804.1	25766.50	55570.60

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

Subtotal 2 ➡ \$ 131670.

**3. Revenue from Core Activities**

Admissions	4677.62
Membership fees	
Special events (excluding fundraising events)	
Education programs	720.39
Subtotal 3 ➡	\$ 5398.01

**4. Revenue from Other Activities**

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

	Revenue	Expenses	Net
Gift shop	1079.70	120.00	959.70
Food services	N/a		
Rentals	N/a		
Fundraising (including fundraising events)			
• individuals	N/a		
• corporate	N/a		
• foundation	N/a		
Donations (unsolicited cash gifts)	610.09	Not applicable	
Endowment - interest earned only	N/a		
Other (please specify) ▼			
1.			
2.			
3.			
Subtotal 4 ➡	\$ 1689.79		

2011 TOTAL REVENUE (Add Subtotals 1,2,3 and 4)

\$ 168562.

**Application for 2012 Community Museum Operating Grant – 2011 EXPENSES**

**Eligible Operating Expenses for 2011**

*Do not include any expenses that were covered by a government grant or any matching funds used by the museum towards that purpose. Only expenditures directly associated with the operating of the museums should be included.*

**1. Salaries and Benefits**

*(from Page 2, Number 1A.)*

**Subtotal ➡ \$ 118,365.71**

**2. Administration**

*Include the following expenses:*

<input type="checkbox"/> Rent	\$ N/a
<input type="checkbox"/> Taxes	\$ N/a
<input type="checkbox"/> Insurance	\$ 324.18
<input type="checkbox"/> Membership development	\$ N/a
<input type="checkbox"/> Staff development / training	\$ 2499.21
<input type="checkbox"/> Professional memberships	\$ 589.40
<input type="checkbox"/> Accounting and audit	\$ N/a
<input type="checkbox"/> Bank service charges	\$ 28.58
<input type="checkbox"/> Office supplies	\$ 2220.36

**Subtotal ➡ \$ 5661.73**

**3. Maintenance**

*Include the following expenses:*

<input type="checkbox"/> Utilities (heat, hydro, water)	\$ 11366.45
<input type="checkbox"/> Communications systems (telephone, computer, Internet)	\$ 4027.99
<input type="checkbox"/> Security system	\$ 1409.91
<input type="checkbox"/> Repairs and maintenance (buildings, equipment, grounds)	\$ 10696.69
<input type="checkbox"/> Janitorial supplies	\$ 537.59

**Subtotal ➡ \$ 28038.63**

**4. Curatorial**

*Include the following expenses:*

<input type="checkbox"/> Supplies (books, periodicals, software)	\$ 1245.23
<input type="checkbox"/> Fees (e.g. research)	\$ 40.00

**Subtotal ➡ \$ 1285.23**

**5. Conservation**

*Include the following expenses:*

<input type="checkbox"/> Supplies and materials	\$ 2191.09
<input type="checkbox"/> Fees (e.g. outside conservator)	\$ 0

**Subtotal ➡ \$ 2191.09**

**6. Exhibition**

*Include the following expenses:*

<input type="checkbox"/> Construction/production (e.g. furnishings, graphics)	\$ 5668.96
<input type="checkbox"/> Fees (e.g. consultants, rentals)	\$ 0

**Subtotal ➡ \$ 5668.96**

**7. Interpretation & Education**

*Include the following expenses:*

<input type="checkbox"/> Supplies and materials	\$ 4354.13
<input type="checkbox"/> Fees (e.g. consultants, performers)	\$ 0

**Subtotal ➡ \$ 4354.13**

**8. Marketing & Public Relations**

*(For Museums only)*

**Subtotal ➡ \$ 2997.11**

**9. Artifact Acquisition**

*Include the following expenses:*

<input type="checkbox"/> Purchases	\$ 0
<input type="checkbox"/> Custom Duty, Excise Tax	\$
<input type="checkbox"/> Transportation costs	\$
<input type="checkbox"/> Appraisal costs	\$

**Subtotal ➡ \$ 0**

**Grand Total Operating Expenses**

**\$ 168562.59**

**Projected Budget Summaries for 2012**

Projected Operating Revenue for 2012	Projected Operating Expenses for 2012
\$ 35100.00	\$ 163500.00

**Community Museum Operating Grant reporting for year 2011**

Council Resolution for application

**Required Attachments:**

- ☒ 2011 Advisory Committee Members:  
Bruce Caldwell, Fort Frances resident, 5 years on committee  
Robert Schulz, Fort Frances resident, new  
Debbie Ballard, Fort Frances resident, new  
Judy Kielczewski, Fort Frances resident, new  
Beth Caldwell, Fort Frances resident, new  
  
Eleven Meetings held in 2011: Jan 25<sup>th</sup>; Feb 28<sup>th</sup>; Mar 22<sup>nd</sup>; April 18<sup>th</sup>; May 16<sup>th</sup>;  
June 16; July 11<sup>th</sup>; Aug 15<sup>th</sup>; Sept 19<sup>th</sup>; Oct 17<sup>th</sup>; Nov 28<sup>th</sup>.
- ☒ 2011 Activities Report
- ☒ Organizational Chart for 2011 – Sherry George replacing Pam Cain (Hawley) as curator.  
Town chose not to fill assistant's position. A student works 5 hours Saturday and through  
summer. Additional students are hired in the summer.
- ☒ No new or revised policies in 2011

**Financial Attachment:**

- ☒ Copy of Financial Information Return

# REPORT

Agenda Item # 10.1...



To: Mayor and Council  
 From: Faye Flatt, Municipal Planner  
 Date: 20 June 2012  
 Re: Official Plan – Update  
 MMAH approval with modifications

Municipal Planner  
 Report #2012-006

## Purpose

This report will outline the comments and position on approval received from the Ministry of Municipal Affairs and Housing regarding the recently updated Town of Fort Frances Official Plan.

## Background

The Town began the process of updating its Official Plan in 2009. Although there were a number of stumbling blocks along the way and delays in the process, Council enacted by-law #63/11 to adopt the new Plan on November 14, 2011. As required by the *Planning Act*, all required documentation and information was forwarded to the Ministry of Municipal Affairs and Housing (MMAH) for approval.

## Issues for Consideration

MMAH advises that it is prepared to approve the Official Plan but that modifications are required. The modifications are outlined below and for clarity I have included a short commentary on each and, where applicable, have attached additional information for reference:

### 1. Second Units – Section 4.1.8 – new subsection (j)

4.1.8.(j) Second units are permitted for:

- I. the use of two residential units in a detached house, semi-detached house or row house if no building or structure ancillary to the detached house, semi-detached house or row house contains a residential unit; and
- II. the use of a residential unit in a building or structure ancillary to a detached house, semi-detached house or row house if the detached house, semi-detached house or row house contains a single residential unit.

Commentary – this subsection is required to accommodate legislation that came into effect as part of the *Strong Communities through Affordable Housing Act, 2011* in January of this year



(see attachment A for additional information). It is noted that the addition of subsection (j) will result in the re-numbering of existing subsections (j) and (k) to (k) and (l), respectively. Attachment B shows modified page 44 of the O.P.

2. Schedule "B" – will be replaced with the new Schedule "B" amended to include information from the Ministry of Natural Resources (MNR) that was received subsequent to submission to MMAH.

Commentary – Subsequent to previous 'Environmental Occurrences' (EO) included in Schedule "B", MNR has identified the location of nesting areas of endangered and threatened species, the Bald Eagle and Bobolink, respectively; and the spawning area(s) of the White Sucker and Walleye. Modifications will be incorporated into the 'EO' layer of our GIS mapping. This information must be sufficiently vague to ensure the identified species is protected from the public, yet sufficiently detailed to provide staff necessary spatial separation distance from any proposed development.

In addition to the foregoing, MMAH has included a number of 'technical amendments' such as typographical errors, name changes, etc. that should be incorporated into the final document. These modifications are identified in more detail in attachment C.

#### **Recommendation**

Formal acknowledgement and acceptance of the proposed modifications is the last step in the OP approval process. I have reviewed the proposed modifications and have had discussions with our planning consultant and Scott Abick, the MMAH Advisor and can confidently advise that the modifications noted are minor in nature, do not result in significant changes that would require additional public consultation. In regards to the 'technical amendments', our planning consultant indicates that these can be done immediately in house with additional public consultation.

Based on the foregoing it is recommended that Council formally acknowledge and accept the modifications proposed by resolution and authorize notification of same to the Ministry.

Respectfully Submitted



F. Flatt, AMCT, ACST, CPT

Municipal Planner

**Council Approval of this Report Will:** Acknowledge and accept the modifications to the Town of Fort Frances Official Plan adopted by by-law #63/11 on November 14, 2011 as requested by the Ministry of Municipal Affairs and Housing as set out in correspondence from Scott Abick, Planner dated June 6, 2012 (attached).

**Ministry of Municipal Affairs and Housing**

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You are here > [Home](#) > [Your Ministry](#) > [Land Use Planning](#) > [Related Legislation](#) > [Strong Communities through Affordable Housing Act, 2011](#) > Secondary Units

## Secondary Units

---

### Changes to the Planning Act

The *Strong Communities through Affordable Housing Act, 2011* amended various sections of the *Planning Act* to facilitate the creation of second units by:

- requiring municipalities to establish official plan policies and zoning by-law provisions allowing second units in detached, semi-detached and row houses, as well as in ancillary structures
- removing the ability to appeal the establishment of these official plan policies and zoning by-law provisions except where such official plan policies are included in five- year updates of municipal official plans
- providing authority for the Minister of Municipal Affairs and Housing to make regulations authorizing the use of, and prescribing standards for, second units

### What are second units?

Second units — also known as accessory or basement apartments, secondary suites and inlaw flats — are self-contained residential units with kitchen and bathroom facilities within dwellings or within structures accessory to dwellings (such as above laneway garages).

Second units must comply with any applicable laws and standards. This includes the [Building Code](#), the [Fire Code](#) and property standards bylaws.

### Benefits of second units

In addition to increasing the stock of affordable rental accommodation in an area, second units benefit the wider community in a number of other ways. They:

- provide homeowners with an opportunity to earn additional income to help meet the costs of homeownership
- support changing demographics by providing more housing options for extended families or elderly parents, or for a live-in caregiver
- maximize densities and help create income-integrated communities, which support and enhance public transit, local businesses and the local labour markets, as well as make more efficient use of infrastructure
- create jobs in the construction/renovation industry

### Municipal Considerations

The *Strong Communities through Affordable Housing Act, 2011* requires municipalities to authorize second units in detached, semi-detached and row houses, as well as in ancillary structures. However, there is a need for municipalities to assess several considerations in developing new official plan policies and zoning provisions, or in reviewing their existing policies and provisions, if they already allow second units:

- Second units should be permitted in both existing residential communities and in newly developing areas. Newly developing areas offer the opportunity to plan proactively for second units. This includes the design of the actual houses and in the lot fabric or neighbourhood layout where ancillary structures like laneway garages could be integrally incorporated into the design. Municipalities and development proponents should specifically consider second units in the planning of new neighbourhoods.
- While the Act requires municipalities to permit second units, the government recognizes there may be inherent constraints within portions of a municipality or community which would make those areas inappropriate for second units (such as flood-prone areas or those with inadequate servicing). Municipalities should consider any such constraints in developing or reviewing second unit policies.
- While the Act requires municipalities to permit second units in detached, semi-detached and row housing, and in ancillary structures, the provisions permit one additional unit (i.e., a second unit) either in a house (e.g., basement) or in an ancillary structure (e.g., above laneway garage) on the same lot. Municipalities should assess where second units may be appropriate in the primary dwelling versus the ancillary structure. In some instances, municipalities may conclude it is appropriate to allow a second unit in both. However, in these situations, the sheltering of appeals does not extend to the third unit. Any party would be able to appeal the authorization of the third unit to the Ontario Municipal Board.
- Municipalities that currently permit second units will need to review their official plans and zoning by-laws to assess whether they are permitted in the range of housing types listed in the Act.
- While the Act introduced a regulation-making ability for the Minister of Municipal Affairs and Housing to prescribe minimum standards for second units, a regulation has not been issued under this authority. As such, municipalities are responsible for determining what standards or zoning provisions should apply to second units in relation to matters such as minimum unit size or parking requirements. Standards should support the creation of second units.

## Grandfathering of Second Units

Second units must comply with any applicable laws, which could include the Building Code, the Fire Code and property standards by-laws. The changes do not "grandfather" any existing second units that do not meet applicable laws.

## Do I need a building permit?

A building permit may be required to establish a second unit depending on whether alterations to the house are needed. As such, homeowners considering establishing a second unit should contact their municipality prior to doing so.

## Effective Date of Changes for Second Units and Impact on Official Plan Policies

The changes to the *Planning Act* for second units came into effect on January 1, 2012.

Municipalities that have already implemented second unit policies should review their policies in light of the changes made through the *Strong Communities through Affordable Housing Act, 2011* to determine whether any changes are required.

Municipalities that do not currently have second unit policies should review the new requirement in the *Planning Act* related to second units and determine what amendments are required to their official plans and zoning bylaws. They should then begin amending their planning documents prior to the second unit provisions coming into effect to be in compliance with the new legislative provisions once they are proclaimed in force.

### Changes to the Planning Act: Before and After

	<b>Before Changes Made Through <i>Strong Communities through Affordable Housing Act, 2011</i></b>	<b>Today (With Changes Made Through <i>Strong Communities through Affordable Housing Act, 2011</i>)</b>
<b>Second Units</b>	Municipalities voluntarily establish second unit official plan policies and zoning by-law provisions.	Municipalities are required to establish official plan policies and zoning by-law provisions allowing second units in single, semi and row houses, as well as in accessory structures (e.g. above laneway garages).
	<i>Planning Act</i> shelters the municipal establishment of official plan permitting second units in single, semi and row houses from appeal to the Ontario Municipal Board; municipalities may permit second unit in accessory structure but these policies for accessory structures are not sheltered from appeal.	Municipal establishment of official plan policies and zoning by-law provisions permitting second units in single, semi, row houses, and in accessory structures, are sheltered from appeal to the Ontario Municipal Board, except during five year review periods. Sheltering of appeals extends to municipally-determined standards for second units.
	No standards for second units in legislation (municipalities currently establish their own standards); no ability for MMAH Minister to prescribe standards.	Municipalities continue to have ability to identify appropriate areas for second units, and to establish appropriate standards for second units; Minister has regulation-making authority to prescribe standards for second units.

### For More Information

For more information and assistance, please contact one of the [Municipal Services Offices](#). If you are considering establishing a garden suite or a second unit, be sure to contact your municipality to understand any processes, permits or policies.

[CONTACT US](#) | [ACCESSIBILITY](#) | [PRIVACY](#) | [SITE MAP](#)

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- LAST MODIFIED: WEDNESDAY, JANUARY 18, 2012



- I. Approved homes;
- II. Homes for special care;
- III. Supportive housing programs;
- IV. Accommodation for adult mental health programs;
- V. Accommodation services for individuals with a developmental disability;
- VI. Satellite residences for seniors; and
- VII. Homes for individuals who have physical disabilities, where the Province licenses, funds or approves such a group home program.

(i) Accessory Dwelling Units

Once (1) Accessory Dwelling Unit may be permitted, in addition to the principal dwelling unit, of single-detached and semi-detached dwellings through a Zoning By-law or minor variance application. The following criteria shall be considered when evaluating proposals for the creation of accessory dwelling units:

- I. The floor area of the accessory unit is equal to, or less than, the gross floor area of the principal unit without any modification to the building's bulk or massing;
- II. The Accessory Dwelling Unit is not located in an attached garage;
- III. One additional one (1) unit on-site parking space is provided exclusively for the accessory dwelling unit;
- IV. The outdoor private amenity area is adequate for the amenity and leisure needs of all occupants;
- V. The Accessory Dwelling Unit meets the requirements of the Town's Zoning By-law, the Building Code and Fire Code;
- VI. A lot may not have both an Accessory Dwelling Unit and a Garden Suite.

(j) Second units

- I. the use of two residential units in a detached house, semi-detached house or row house if no building or structure ancillary to the detached house, semi-detached house or row house contains a residential unit; and
- II. the use of a residential unit in a building or structure ancillary to a detached house, semi-detached house or row house if the detached house, semi-detached house or row house contains a single residential unit.

(k) Garden Suites

One (1) Garden Suite may be permitted, but only on a lot Zoned for a single-detached dwelling. The Garden Suite will be a small, temporary building which is physically separate from the principal dwelling unit and will be adequately serviced by the primary residence. The exterior design of the Garden Suite will be in character with the design of the principal dwelling unit and the location of the Garden Suite on the lot will not adversely impact the privacy of adjacent yards. Garden Suites will be subject to a Temporary Use By-law. A lot may not have both an Accessory Dwelling Unit and a Garden Suite. Garden Suites must meet the requirements of the Town's Zoning By-law, Building Code and Fire Code.

(l) Home Based Businesses

## TECHNICAL CHANGES FOR MUNICIPAL CONSIDERATION IN A SUBSEQUENT AMENDMENT

1. **Section 3.2.2 f) and h) Arts, Culture and Heritage, Page 20 and 21**, be changed by:

a) adding “,Culture and Sport” after the words “Ministry of Tourism”

2. **Section 3.2.2 b) Policies, page 20**, be changed by:

a) adding “cultural heritage” before “landscapes”

3. **Section 3.3.2.2 k) Provincial Highways**, be changed by:

a) placing the paragraph “For highway safety reasons, wind turbines located adjacent to a provincial highway will be set back a minimum distance measured from the limit of the highway property line equal to the distance of the height of the wind turbine structure plus the length of one blade.” as a new subsection “l”.

4. **Section 5.10.3.2 Environmental Impact Study, Page 62**, be changed by:

a) removing “environmental planner”, from the first sentence of the first paragraph.

5. **Section 5.10.3.2 Preparation and Submission, Page 62**, be changed by:

a) deleting “in consultation with the appropriate Provincial agency.”

b) adding “and accepted by the MNR” after the words “shall be prepared to the satisfaction of the Town,”

6. **Section 5.10.3.3 Scoped EIS, Page 62** be changed by:

a) adding “in consultation with the MNR.” after the words “prepare a scoped EIS”



Ministry of  
Municipal Affairs  
and Housing

Ministère des  
Affaires municipales  
et du Logement

Municipal Services Office - North West  
435 South James Street, Suite 223  
Thunder Bay, ON P7E 6S7  
Telephone: (807) 475-1651  
Toll Free: 1-800-465-5027  
Fax: (807) 475-1196

Bureau des services aux municipalités du Nord-Ouest  
435, rue James sud Bureau 223  
Thunder Bay (Ontario) P7E 6S7  
Tél : (807) 475-1651  
Sans frais: 1-800-465-5027  
Téléc : (807) 475-1196

June 6, 2012

File No. 59-OP-0067

Faye Flatt  
Planning Administrator  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON  
P9A 3P9

**Re: Town of Fort Frances Official Plan**

Dear Faye,

We have completed a review of the adopted Official Plan 5-year update that we received on December 2, 2011.

We reviewed the adopted document against the Pre-Consultation comments (attached) that were provided to the municipality on June 17, 2011. We note that almost all of the comments have been addressed and thank you for this consideration.

Based on this, a draft decision is attached for Council's review.

You will note the proposed modification related to second units. This is a standard modification to ensure the Official Plan implements Bill 140 and Section 16 (3) of the Planning Act and which we are recommending in the absence of a proposed municipal policy related to second units. We would be prepared to discuss this with you further should the Municipality be interested in pursuing a more tailored policy to capture the second unit requirement.

You will also note that the Schedule "B" requires modification due to the need of additional locations of "Environmental Occurrences." The Ministry of Natural Resources will be supplying these locations prior to the Council meeting.

If Council is satisfied with the suggested modifications, a resolution is requested from Council to support our recommendation for approval.

In addition there are a number of technical changes that we have noted for your consideration in a potential subsequent amendment. Our practice is to no longer recommend modifications for minor technical changes. These are attached.

If you have any questions with respect to these modifications, please don't hesitate to give me a call.

Yours truly,

Scott Abick,  
Planner  
MMAH – MSO-NW

Cc. Greg Hynde, Quartek  
Official Plan Update - Ministry of  
Municipal Affairs and Housing

# DECISION

**With respect to the Municipality of Fort Frances Official Plan  
Subsection 17(34) of the *Planning Act*  
And Section 26 of the *Planning Act***

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I hereby approve the repeal of the Official Plan for the Municipality of Fort Frances and all subsequent amendments thereto, pursuant to By-law No. 63/11, in so far as this Official Plan is approved;

I hereby modify and approve all of the Official Plan for the Town of Fort Frances , adopted by By-law No. 63/11, as follows:

**1. Section 4.1.8, Page 44 is hereby modified by re-lettering the existing subsection (j) Garden Suites to (k) and the existing subsection (k) Home Based Businesses to (l) and adding the following new subsection (j).**

**Second Units**

Second units are permitted for:

- (a) the use of two residential units in a detached house, semi-detached house or row house if no building or structure ancillary to the detached house, semi-detached house or row house contains a residential unit; and
- (b) the use of a residential unit in a building or structure ancillary to a detached house, semi-detached house or row house if the detached house, semi-detached house or row house contains a single residential unit.

2. Schedule "B" is hereby replaced with the attached new Schedule "B".

*\*\*MNR to provide additional information on locations of Environmental Occurrences.*

Dated at Toronto this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

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Elizabeth Harding  
Assistant Deputy Minister  
Municipal Services Division  
Ministry of Municipal Affairs and Housing

**Agenda Item # 12.1 ...**

Fort Frances  
Municipality

Tuesday, June 12, 2012

2012-022	HERBERT JULIA CHARMAINE 833 ARMIT AVE FORT FRANCES ON P9A 2J5	HERBERT JULIA CHARMAINE 833 ARMIT AVE FORT FRANCES ON	P9A 2J5	410 CROWE AVE	CONSTRUCT A 7/14 FT COVERED BUT OPEN ENTRY	\$1,000.00
59-12-030-001-12400-0000		(807) 274 9386		<b>Legal Description:</b> PALB N PT LOT 387 PT LOT 388;PCL 17399	<b>Stat's Canada Codes</b> <b>Building:</b> 110 <b>Work:</b> 02	1
2012-023	BROMAN GARY MICHAEL 560 CHURCH ST FORT FRANCES ON P9A 1E4	BROMAN GARY MICHAEL 560 CHURCH ST FORT FRANCES ON	P9A 1E4	560 CHURCH ST	ERECT AN APPROVED FABRIC SHELTER	\$1,000.00
59-12-020-002-03400-0000		(807) 274 1298		<b>Legal Description:</b> PLAN ALB W PT LOT 307 W PT LOT 308 E PT LOT 309 PCL 307-1 & 309-3	<b>Stat's Canada Codes</b> <b>Building:</b> 450 <b>Work:</b> 01	1
2012-025	HOARD WILLIAM CURTIS DALE 1210 FIRST ST E FORT FRANCES ON P9A 1M3	HOARD WILLIAM CURTIS DALE 1210 FIRST ST E FORT FRANCES ON	P9A 1M3	1210 FIRST ST E	ERECT AN APPROVED FABRIC ACCESSORY BUILDING	\$1,000.00
59-12-030-006-09000-0000		(807) 274 4399		<b>Legal Description:</b> PLAN SM41 LOT 21 PCL 20-1	<b>Stat's Canada Codes</b> <b>Building:</b> 450 <b>Work:</b> 01	1
2012-026	WALLEYE TRAILER PARK LTD 1231 KINGS HWY FORT FRANCES ON P9A 2X8	TODD DUSTIN, BERT DUSIN # 60 1231 KINGS HWY FORT FRANCES		1231 KINGS HWY	CONSTRUCT A 12/12 ADDITION TO EXISTING MOBILE HOME AT #55 WALLEYE TRAILER PARK	\$3,000.00
59-12-010-006-06700-0000				<b>Legal Description:</b> RP RR183 PARTS 12 & 13;RR48R73 PARTS 1 2 & 3;RPRR331 PART1 PCL17735 20251;PCL 21067	<b>Stat's Canada Codes</b> <b>Building:</b> 130 <b>Work:</b> 02	1
2012-027	COX TANIA DAWN 824 PHAIR AVE FORT FRANCES ON P9A 2M4	RYAN MASON RR#1 FORT FRANCES	P9A 2M2	824 PHAIR AVE	RAISE EXISTING DWELLING, CONSTRUCT NEW BASEMENT FOUNDATION (PWF) AND RESET EXISTING DWELLING.	\$20,000.00
59-12-030-003-11400-0000		(807) 275 9217		<b>Legal Description:</b> PLAN SM64 LOT 6 PT LOT 5 PT LANE PCLS 5-2 AND 6-1	<b>Stat's Canada Codes</b> <b>Building:</b> 110 <b>Work:</b> 03	1

## Agenda Item # 12.1 ...

2012-028	ALEXANDER WILLIAM MURRAY 1010 RIVER RD W FORT FRANCES ON P9A 2V2	ALEXANDER WILLIAM MURRAY 1010 RIVER RD W FORT FRANCES ON	1010 RIVER RD W	CONSTRUCT A NEW 28/32 FT ACCESSORY USE BUILDING	\$26,000.00
59-12-010-005-02700-0000		(807) 274 7037	P9A 2V2	Stat's Canada Codes Building: 450 Work: 01	1
	Legal Description: PLAN SM59 LOT 27 PCL 27-1				
2012-029	SCOTT RYAN ROBERT 833 CHRISTIE AVE FORT FRANCES ON P9A 2G2	SCOTT RYAN ROBERT 833 CHRISTIE AVE FORT FRANCES ON	833 CHRISTIE AVE	CONSTRUCT A 16/20 FT ADDITION TO EXISTING RESIDENCE & A 28/32 FT GARAGE TO NEW ADDITION	\$70,000.00
59-12-020-004-07400-0000		(807) 274 4087	P9A 2G2	Stat's Canada Codes Building: 110 Work: 02	1
	Legal Description: PLAN SM 34 BLK 13 LOT 10 & 11 PCL BLK 13-10-2 & BLK 13-11-2 SM 34				
2012-030	BRUYERE ALEXANDER JAMES 523 FIRST ST E FORT FRANCES ON P9A 1L2	BRUYERE ALEXANDER JAMES 523 FIRST ST E FORT FRANCES ON	523 FIRST ST E	CONSTRUCT A 16/20 FT DECK ADDITION	\$3,000.00
59-12-020-002-12400-0000		(807) 276 1723	P9A 1L2	Stat's Canada Codes Building: 01 Work: 01	1
	Legal Description: PLAN M73 BLK 3 LOT 10 PCL:BLK 3- 10-2				
2012-031	SENIC RIVER MALL INC PO BOX 219 STN MAIN FORT FRANCES ON P9A 3M6		130 SECOND ST E	CONVERT EXISTING RETAIL GROCERY STORE TO USE AS RETAIL FOR HOME HEALTH CARE PRODUCTS, ie WHEELCHAIRS, ELECTRIC SCOOTERS ETC.	\$140,000.00
59-12-020-008-07600-0000				Stat's Canada Codes Building: 512 Work: 03	1
	Legal Description: PLAN M68 BLK 4 LOT 19 TO 22:PCLS 4- 19-1, 4-20-1, 4-21-1, 4-22-1				
2012-032	HINRICHS GERALD 1600 COLONIZATION RD W FORT FRANCES ON P9A 2V1	GARY DURBIN RR#1 FORT FRANCES FORT FRANCES	1600 COLONIZATION RD W	CONSTRUCT A 12/16 FT DECK AT REAR OF RESIDENCE	\$2,000.00
59-12-010-006-02602-0000		(807) 274 7486	P9A 3M2	Stat's Canada Codes Building: 110 Work: 02	1
	Legal Description: PT RIV RANGE PT LOT 46 RP:48R955 PART 2 RP:48R2677:PART 5 RP 48R4052 PART 1:PCLS 21005 25070				

2012-033	TUPPER ROBERT LENDALL 500 SECOND ST W FORT FRANCES ON P9A 2Z4	TUPPER ROBERT LENDALL 500 SECOND ST W FORT FRANCES ON	500 SECOND ST W	REMOVE EXISTING SHINGLES AND REPLACE WITH METAL ROOFING AND MOISTURE MEMBRANE		\$4,000.00
59-12-010-003-03301-0000		(807) 274 5088	P9A 2Z4	Legal Description: PLAN SM16 E1/2 LOT 42 & E1/2 OF S25FT LOT 41 PCL 41-6	Stat's Canada Codes Building: 110 Work: 03	1
Sum	Summary (15 detail records)					15
Grand Total	Summary (15 detail records)					15
						\$565,000.00
						\$565,000.00

## Agenda Item # 12.1 ...

Tuesday, June 12, 2012

Page 4 of 4

# TOWN OF FORT FRANCES OPERATIONS STATISTICS

April 2012

## STAFFING

The following table is a breakdown of lost man shifts during the month:



	2011	2012
WSIB	14.00	0.00
WI/LTD	0.00	41.00
SICK DAYS	9.00	2.67
COMPASSIONATE LEAVE	1.00	0.00
FLOATERS	8.00	1.00
VACATION	59.13	45.00
BANKED TIME USED	3.84	3.50
OFF	0.13	2.25
STATUTORY HOLIDAYS	28.00	27.00
<b>TOTAL</b>	<b>123.10</b>	<b>122.42</b>

## OVERTIME HOURS

Equivalent Straight Time Hours:

	2011	2012	2011	2012
	April	April	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
CAPITAL	0.00	0.00	0.00	0.00
ENGINEERING	2.25	1.50	2.25	1.50
INTERDEPARTMENTAL	2.25	3.00	10.25	12.75
PRIVATE WORK	0.00	10.00	8.00	11.50
RECYCLE/GARBAGE	8.00	0.00	29.50	0.75
ROADS	22.50	0.00	478.00	98.38
SEWER COLLECTION	17.50	22.00	69.00	77.00
SIDEWALKS	0.00	0.00	42.25	0.00
STORES	0.00	0.00	33.00	18.00
VEHICLE & EQUIPMENT	6.00	16.00	155.50	31.50
WATER TREATMENT PLANT	11.75	16.75	50.00	65.75
WATER DISTRIBUTION	5.50	14.25	86.00	84.95
WATER TOWER	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>75.75</b>	<b>83.50</b>	<b>963.75</b>	<b>402.07</b>

## **TRANSPORTATION REPORT**

### **ROADS:**

#### **Storm Water Management - Urban:**

- Flushed storm sewer laterals and cleaned catch basin sumps
- Cleaned leaves and debris from catch basins

#### **Storm Water Management - Rural:**

- Flushed culverts and cleaned culvert ends
- Dug out beaver dams behind Caul's field on a few occasions when necessary.
- 

#### **Hard Top Maintenance:**

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Started the initial sweep of all roadways in Town on April 2<sup>nd</sup> – two (2), 10 hour shifts from Monday to Thursday until completed.

#### **Loose Top Maintenance:**

- Graded all loose top roads twice.
- Graded lanes and added granular "A" to low areas

#### **Roadside Maintenance:**

- Continued trimming trees in lanes
- Repaired fence damaged by vehicle at Underpass.
- Removed two (2) manhole sections and trimmed trees at N.E. Lot on King's Hwy. at McIrvine Road.

**Winter Controls:**

**Traffic Operations:**

- Repaired and replaced signs as required
- Provided barricades to block off Point Park CN Crossing so they could do some repairs to crossing.
- Prepared paint machine to begin line painting.

**Regular Maintenance:**

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections
- Assisted with tasks at Civic Centre as required
- Maintenance checks at Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

**Buildings and Grounds:**

- Cleaned Shop as required
- Cleaned vehicles and equipment as required.

**Private Work:**

**Sidewalks – Winter:**

**Sidewalks – Summer:**

- Swept Waterfront sidewalks and bike path
- Swept sidewalks in downtown area, King's Highway and Second Street.

**Vehicles and Equipment:**

- Preventive Maintenance - pre-trip inspections 5:30 -7:30 a.m. Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs of Fire Dept., WTP, Rec. Dept., Day Care, Handi-Van and Civic Centre vehicles as required

**Public Relations:**

**Sewer and Water:**

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance
- Handed out "Water Turn Off Advisories", "Drinking Water Advisories" and "Lifting of Drinking Water Advisories" when required
- Issued "Delinquent Account Notices" and turned off water for non-compliance as required
- Flushed sanitary sewer mains

**Interdepartmental:**

- Hauled asphalt chunks to landfill site for road base.
- Supplied backhoe/loader and operator to remove ice at the 52 Canadians Rink on April 19<sup>th</sup>.
- Repaired leak in lateral at Sewage Treatment Plant on April 10, 11, 12, and 13<sup>th</sup>.
- Vacuum excavated for FFPC to install a new pole at 504 Fourth St. West on April 12<sup>th</sup>.
- Installed a parking meter in the Portage Avenue Parking Lot behind Post Office.
- Removed uni-stone for FFPC to install 2 new poles on the 400 Blk. of Mowat Avenue.
- Vacuum excavated for FFPC to install 2 new poles on the 400 Blk. of Mowat Avenue on April 19<sup>th</sup>.
- Graded roads in both cemeteries on April 19<sup>th</sup>.
- Prepared Sorting Gap Marina for summer operations on April 20<sup>th</sup>.
- Hauled 5 loads of fill to Parks/Cemeteries for stockpiles.
- Removed material from Civic Centre roof on April 26<sup>th</sup>.
- Painted lines in Memorial Sports Centre parking lot.
- Lowered PAPI Lights at Airport on April 30<sup>th</sup>.
- Repaired brick walkway on the west side of the fountain at the Lion's Park on April 30<sup>th</sup>.
- Supplied Bobcat for the removal of ice in IFK Rink on April 23<sup>rd</sup>.
- Hauled ice and snow to snow dump when removal in both rinks was complete.
- Randy McArthur provided coverage for vacation at the Airport from April 2<sup>nd</sup> to April 5<sup>th</sup> and April 10<sup>th</sup> to April 21<sup>st</sup>.

**Recycling:**

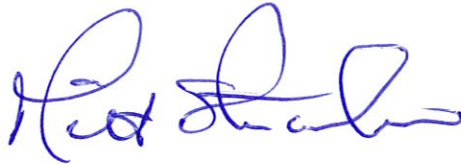
- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded recycling trailer two (2) times
- Emptied bins from drop off centre as required

**Training:**

- Todd Hahkala, David Moen, Patrick Bobczynski, Jorden York and Kyle Turgeio attended Health and Safety Orientation Training, WHMIS, and use of small equipment training on April 30<sup>th</sup> and May 1<sup>st</sup>.

**Health & Safety:**

- A Workplace Inspection was done at the Public Works Building on April 12<sup>th</sup>.
- A Workplace Inspection was done at the Water Tower on April 18<sup>th</sup>.
- A Workplace Inspection was done at the Water Treatment Plant on April 18<sup>th</sup>.



Milt Strachan,  
Superintendent of Transportation

2012 O & F Division Capital Program		Capital Code	TOTAL APPROVED BUDGET	As of May 31, 2012	Variance	Notes
<b>TRANSPORTATION</b>						
<i>Large Equipment</i>						
1	Replace V115 - 1997 Combination Unit Sander/Plow	C334-9244-1471	\$155,000.00	\$0.00	\$155,000.00	Tender specification being prepared
2	Replace E320 - 1994 CAT Backhoe/Loader (2011 Carryover)	C334-9107-1471	\$73,440.00	\$73,210.36	\$229.64	Delivered on January 25, 2012
			\$228,440.00	\$73,210.36	\$155,229.64	
<i>Small Vehicles</i>						
3	PW Small Equipment	C310-9105-1471	\$8,000.00	\$630.66	\$7,369.34	
			\$8,000.00	\$630.66	\$7,369.34	
<i>CIS/Engineering Services</i>						
4	CIS Equipment & Mapping	C360-9123-1471	\$2,458.00	\$0.00	\$2,458.00	
			\$2,458.00	\$0.00	\$2,458.00	
<i>Roads</i>						
5	Sign Retroreflectometer (To measure annual retro-reflectivity of traffic control signs)	C313-9245-1471	\$13,000.00	\$10,884.34	\$2,115.66	On-site in Mid- April
6	Upgrades to Portage Ave Storm Sewer Pumping Station (2011 Carryover)	C313-9110-1523	\$266,667.00	\$8,272.51	\$258,394.49	Tender awarded to Makkunga on May 28
7	Surface Treatment 8th Street from Portage to Christie (325 m)	C313-9246-1523	\$65,000.00	\$0.00	\$65,000.00	Tender awarded to Makkunga on May 28
8	HL4 Asphalt from Christie to Victoria Ave (86 m)	C312-9223-1523	\$333,340.00	\$58,911.24	\$274,428.76	Phase 2 awarded to Wagner in mid-Jan with work starting on April 16, 2012
			\$678,007.00	\$78,068.09	\$599,938.91	
<i>Streetlight Pole Replacement</i>						
9	Pole Replacement		\$5,000.00	\$0.00	\$5,000.00	
			\$5,000.00	\$0.00	\$5,000.00	
<i>Waste Management</i>						
10	Upgrades to Weight Scale Building (Windows, flooring, etc.)	C350-9224-1523	\$5,000.00	\$0.00	\$5,000.00	
			\$5,000.00	\$0.00	\$5,000.00	
			\$926,905.00	\$151,909.11	\$774,995.89	
<b>TOTAL TRANSPORTATION</b>						
<i>PARKS</i>						
11	Water Front Dock Repairs & Replacement	C585-9108-1471	\$5,000.00	\$0.00	\$5,000.00	
12	Small Equipment Replacement - mowers/ whipper snippers	C580-9105-1471	\$5,000.00	\$0.00	\$5,000.00	
			\$5,000.00	\$0.00	\$5,000.00	
13	Replace V406 - 1988 Ford Crew Cab Truck	C580-9133-1471	\$37,000.00	\$0.00	\$37,000.00	Awarded Tender to McDonald Motors on May 14, 2012 net cost \$ 27,108.86 saving on \$ 9,891.14
14	60" Wide Commercial Sweeper attachment for existing John Deere Tractor	C580-9240-1471	\$7,000.00	\$5,705.61	\$1,294.39	Unit delivered in early May
			\$54,000.00	\$5,705.61	\$48,294.39	
<b>TOTAL PARKS</b>						
<i>CEMETERY</i>						
15	Replace & Trade-in 2 Riding Lawn Mower Tractors	C580-9157-1471	\$6,000.00	\$5,902.09	\$97.91	Units delivered on May 4th.
16	Portable PC - Hand Held unit for Stone Orchard Software (2011 Carryover)	C580-9109-1471	\$1,000.00	\$0.00	\$1,000.00	
17	Repair Foundation of the Columbarium at Riverview Cemetery	C583-9620-1471	\$25,000.00	\$0.00	\$25,000.00	CJ Contracting awarded the work where the project was completed by June 6, 2012
18	Riverview Cemetery Office Building Renovations (Roof, windows, doors, insulation and exterior siding)	C583-9123-1471	\$80,000.00	\$0.00	\$80,000.00	
			\$112,000.00	\$5,902.09	\$106,097.91	
<b>TOTAL CEMETERY</b>						

2012 O & F Division Capital Program		Capital Code	TOTAL APPROVED BUDGET	As of May 31, 2012	Variance	Notes
<b>ENVIRONMENT</b>						
<i>Sanitary Sewer - Collection System</i>						
19	Small Tools/Equipment	C410-9105-1471	\$10,000.00	\$0.00	\$10,000.00	
4A	GIS Equipment & Mapping	C410-9123-1471	\$2,458.00	\$0.00	\$2,458.00	
6A	Upgrades to Portage Ave Storm Sewer (2011 Carryover)	C410-9144-1523	\$133,334.00	\$4,130.00	\$129,204.00	Tender awarded to Makkinga on May 28
20	Refurbishing Sanitary Manholes	C410-9138-1523	\$50,000.00	\$0.00	\$50,000.00	Listing sent to Topshot for pricing - June 14/12
21	Infiltration & Inflow Study	C410-9179-1523	\$100,000.00	\$59,423.91	\$40,576.09	Final draft of report received on April 24, 2012
8A	3rd St E - Victoria Ave to Portage Ave (220 m)	C410-9223-1523	\$439,057.00	\$73,780.60	\$365,276.40	Phase 2 awarded to Wagner in mid-Jan with work starting on April 16, 2012
<i>Sewage Treatment Plant</i>						
22	Misc. Capital Upgrades	C413-9105-1471	\$183,000.00	\$13,665.13	\$169,334.87	Misc. repairs to pumps, air blower and purchase of 2-Axis DO probes & 2-APC smart UPS 1000.
<i>Water System</i>						
<i>Water Distribution System</i>						
4B	GIS Equipment & Mapping	C961-9123-1471	\$4,915.00	\$0.00	\$4,915.00	
23	East of Butler Ave (Wood Yard) Church St to Front St. (2011 Carryover)	C961-9226-1523	\$53,405.00	\$42,227.36	\$11,177.64	Wagner completed work by as May, 2012
24	Replacing Main Line Water Valves/Hydrants	C961-9137-1523	\$100,000.00	\$0.00	\$100,000.00	Tender awarded to Makkinga on May 28
25	General Misc - Tools/Equipment	C961-9105-1471	\$10,000.00	\$279.99	\$9,720.01	Misc. hand tools
8B	Phase II 3rd Street East - Victoria Ave to Portage Ave (823 m)	C961-9223-1523	\$434,480.00	\$18,938.61	\$415,541.39	Phase 2 awarded to Wagner in mid-Jan with work starting on April 16, 2012
26	King's Hwy - Pt Rd #1 to 185 m East of Daniel Ave (740 m)	C961-9247-1523	\$917,425.39	\$0.00	\$917,425.39	Tender awarded to Makkinga on May 28
<i>Water Treatment Plant</i>						
			\$1,520,225.39	\$61,445.96	\$1,458,779.43	
27	Misc. Small Capital Equipment	C965-9105-1471	\$15,000.00	\$4,086.02	\$10,913.98	Misc. tools and supply kindred cup sink/laundry sink and faucet with nozzle.
28	Replace WTP Boiler with Two High Efficiency Boilers		\$90,000.00	\$0.00	\$90,000.00	to be included in Energy Retrofit project with Honeywell
29	Installation of VFD Electrical Motors for High Lift Pumps	C965-9152-1471	\$60,000.00	\$0.00	\$60,000.00	to be included in Energy Retrofit project with Honeywell
30	Replace C12 & Fluoride Analyzers	C965-9152-1471		\$0.00	\$0.00	
31	Rebuild Clarifier Drive System	C965-9152-1471	\$77,000.00	\$13,131.78	\$63,868.22	Clarifier No. 1 - completed. Some work remaining of
32	Replace In-Plant Portable Water Lines (2011 Carryover)	C965-9152-1471	\$242,000.00	\$17,217.80	\$224,782.20	Replacement of In-plant portable water line to be done this fall. (Pyrie's Plumbing & Htg.)
<b>TOTAL ENVIRONMENT</b>						
			\$2,680,074.39	\$229,663.40	\$2,450,410.99	
<b>OPERATING &amp; FACILITIES 2012 CAPITAL BUDGET</b>						
			\$3,772,979.39	\$393,180.21	\$3,379,799.18	



**Ontario Clean Water Agency  
Agence Ontarienne Des Eaux**

Fort Frances WPCP  
200 McIrvine Rd  
PO Box 712  
Fort Frances, Ontario  
P9A 3N1  
Tel: 807-274-3121  
Fax: 807-274-8381



June 8, 2012

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

Attention: Mr. Doug Herr  
Environmental and Facilities Superintendent

Dear Doug:

**Re: Fort Frances Wastewater Treatment Facility  
May 2012 Monthly Report**

As per the operating agreement, the attached document is the May 2012 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. Larry Wachter – Operations Manager.

Yours truly,

A handwritten signature in black ink, appearing to read 'Kelly C'. The signature is written in a cursive, flowing style.

Kelly Cunningham  
Senior Operator

For Larry Wachter  
Operations Manager

**The Corporation of the Town of Fort Frances  
Wastewater Treatment Plant  
(Sewage Plant)  
May 2012 Monthly Operations Report**

**INTRODUCTION**

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of May 2012; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

**DESCRIPTION OF WORKS**

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

The Fort Frances Sewage Treatment Plant received and operates its operation under *Certificate of Approval Number 3-0049-96-006*, in accordance with Section 53 of the Ontario Water Resources Act. The Certificate of Approval outlines the terms and conditions and the report captures these terms and conditions in the following sections.

**LABORATORY**

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

## MAY 2012 EFFLUENT QUALITY

Parameters	Monthly Actual Concentration mg/L	Compliance Criteria Concentration mg/L	Performance Objective Concentration mg/L	Monthly Actual Loading, kg/d	Compliance Criteria Loading kg/d	Performance Objective Loading kg/d
CBOD <sub>5</sub>	2.0 mg/L	25 mg/L	15 mg/L	12.9 kg/d	225 kg/d	135 kg/d
Suspended Solids	8.4 mg/L	25 mg/L	15 mg/L	52.4 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.31 mg/L	1.0 mg/L	1.0 mg/L	1.95 kg/d	9 kg/d	9 kg/d
Ammonia as N	0.39 mg/L					
Nitrite as N	0.12 mg/L					
Nitrate as N	6.10 mg/L					
Total Cl <sub>2</sub> Residual		<0.01 mg/L (when in use)				
E-Coli		19.0 count/100 ml (geometric mean )		200 cnt/100ml (geometric mean )		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 6.9 to 7.4; average pH was 7.1		
Temperature degrees C				Temperatures ranged from 10.5-12.5 average temperature of effluent at 11.7		

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

## WASTEWATER LIQUID PROCESS

The average daily flow for May was 6,174.0 m<sup>3</sup>/day; representing 69% of the design average flow. Total treated flow for the month was 191,394 m<sup>3</sup>. The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objective levels as outlined in the Certificate of Approval.

## INVENTORY

<b>Chemical</b>	<b>End of Month Status</b>	<b>Units</b>
Hypochlorite	280 +/- @ 8.0% + 410 @ 11%	Litres
Alum	16.0 +/- @ 65 %	Cubic meters
Polymer	15 Bags (375 kg)	Bags (25 kg/bag)

## **MAINTENANCE**

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

### **Treatment Plant:**

- Alternated lead/lag pumps
- Adjusted fluidizing water to headcell and grit snail as needed
- Greased GBT, mechanical bar screen and grit snail. Lubricated drive chain on grit snail and bar screen
- Hot water flushed alum lines
- Regular cleaning of head works EW basket strainer
- Exercised portable generators
- Cleaned debris from both grit pumps
- Greased all blowers
- Regular cleaning of seal water strainer TFP 9-5
- Replaced air filter blower 3
- Replaced switch clarifier 1 longitudinal collector drive
- Calibrated EW automatic sampler
- Greased GBT compressor and checked oil level
- Shoveled sand from head works inlet channel
- Flushed digester level sensor
- Painted hand rails in stairwells and concrete walls at front entrance

### **Pump Stations:**

- Ran all gen sets
- Cleaned all seal water strainers
- Replaced drywell disconnect switch for pump 2 at Central avenue lift station
- Purged the bubbler system at White Pine lift station
- Exercised isolation valves pumps 2 and 3 at Central Avenue lift station
- Greased pumps and check valves at all stations
- Switched modems and repaired broken wire at Church street lift station

## **OPERATIONAL ISSUES**

A repair was made to a jammed cross collector sprocket in clarifier 1 and I link was removed from each side of the longitudinal collector chain to adjust sag. Aeration cell 1 was drained to inspect the pod and recirculation pump. A section of cable and other debris were removed from the mixing pod nozzles.

## **SLUDGE SUMMARY**

The volume directed to the gravity belt thickener totaled 779.3 m<sup>3</sup> for the month. Hammond Landscaping (Certificate of Approval Hauler # 11000025801) hauled/transported 233.1 m<sup>3</sup> (average 11.1 m<sup>3</sup>/load) to the agricultural drying bed. The Organic Soil Conditioning site has a valid Certificate of Approval - number S-71048-31. The failed recirculation pump was replaced in the secondary digester.

## **COMPLAINTS**

### **BY-PASS REPORT(S)**

There were no by-pass events during the report period.

## **COMMENTS**

Plant power consumption for the month was 663 (x 180 multiplier) kWh.  
The annual fire extinguisher inspections were completed.  
Pumps STP 10-3 and LRP 10-2 were removed from the secondary digester and are awaiting full assessments.

## **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)

Month	Sewage Flows Year 2012					Usage	Sludge	Removal Efficiency	
	Avg. Day Flow	Max Day Flow	Total Treated	Total ByPass	Total Volume	% Plant Capacity	Volume Hauled	CBOD5	
	m3	m3	Volume ML	Volume ML	ML		M3	Suspended Solids	
								Total Phosphorus	
January	5023.5	5582	155729		155729	56%	186.2		
February	4854.2	5248	140772		140772	54%	210.5		
March	5612.9	8655	173999		173999	62%	244		
April	6692.4	7984	200771		200771	74%	177.7		
May	6174	7911	191394		191394	69%	233.1		
June						0%			
July						0%			
August						0%			
September						0%			
October						0%			
November						0%			
December						0%			
Sum				0	862665		1051.5		
Average	5671		172533		172533	63%			
Max		8655	200771		200771				
C of A	9000	18000							

Month	CBOD5				Suspended Solids				Total Phosphorus				E. Coli		pH	
	Avg Raw CBOD (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)	Geo Mean Counts /100ml	Monthly Minimum	Monthly Maximum				
January	67.4	2.3	11.3	144.5	7.5	37.7	2.5	0.19	0.93	10.1	6.6	7.9				
February	70.6	2.6	12.5	147.7	8.1	39.3	2.3	0.22	1.09	8.8	7.1	7.8				
March	75.3	3.4	18.5	139.1	7.9	44.8	2.1	0.26	1.44	12.3	7.1	7.6				
April	51.9	2.5	16.7	123.8	10.7	74.6	1.8	0.27	1.85	16.6	6.9	7.6				
May	51.1	2	12.9	124.0	8.4	52.4	1.9	0.31	1.95	19	6.9	7.4				
June																
July																
August																
September																
October																
November																
December																
Average	63.3	2.6	14.4	135.8	8.5	49.8	2.1	0.3	1.5	13.4	6.9	7.7				
Max	75.3	3.4	18.5	147.7	10.7	74.6	2.5	0.31	1.95	19	7.1	7.9				
C of A		25	225		25	225		1	9	150	6	9.5				

**Town of Fort Frances  
General Fund (Operating)  
Actuals as at May 31, 2012**

		Actuals to Date	2012 Budget	Variance
<b>CORPORATE</b>				
050	Municipal Tax Levy (Interim Tax Levy)	(6,300,741.75)	(10,792,802.00)	(4,492,060.25)
051	Education Tax Levy		(2,029,218.00)	(2,029,218.00)
052	Supp/Omit Municipal Tax Levy		-	-
053	Supp/Omit Education Tax Levy		-	-
056	W/O Municipal	22,064.63	-	(22,064.63)
057	W/O Education	10,610.68	-	(10,610.68)
061	OMPF	(1,619,700.00)	(3,239,400.00)	(1,619,700.00)
062	Payments-in-Lieu	(41,609.04)	(769,786.00)	(728,176.96)
080	Prior Year Surplus		(82,364.00)	(82,364.00)
110	Mayor & Council	235,937.40	540,310.00	304,372.60
112	Contribution to Reserves & Reserve Funds	-	750,000.00	750,000.00
113	Long Term Debt	193,498.40	819,210.00	625,711.60
115	Election	-	-	-
161	Riverside Health Care/Dr Recruitment	28,303.90	71,500.00	43,196.10
161	Clinic Financing Interest		20,000.00	20,000.00
162	RR DSSAB	694,299.07	2,082,397.00	1,388,097.93
163	Rainycrest	126,307.95	303,140.00	176,832.05
164	Northwestern Health Unit	158,480.17	366,240.00	207,759.83
820	Economic Development	59,747.51	182,000.00	122,252.49
830	Solar Panel Project	(4,486.26)	(34,890.00)	(30,403.74)
991	English Public School Board	418,572.87	1,635,932.00	1,217,359.13
992	English Separate School Board	100,737.32	387,342.00	286,604.68
993	French Public School Board	474.46	1,606.00	1,131.54
994	French Separate School Board	1,201.94	4,338.00	3,136.06
<b>Total Corporate</b>		<b>(5,916,300.75)</b>	<b>(9,784,445.00)</b>	<b>(3,868,144.25)</b>
<b>ADMINISTRATION AND FINANCE</b>				
070	Other Unassigned Revenue	(130,781.92)	(339,000.00)	(208,218.08)
120	Administration	144,060.11	377,975.00	233,914.89
121	Admin Vehicle	2,313.59	2,820.00	506.41
122	Municipal Buildings	10,908.42	63,630.00	52,721.58
125	HR Department	9,828.92	41,500.00	31,671.08
130	Clerk	66,539.70	161,830.00	95,290.30
140	Treasury	229,522.58	441,451.00	211,928.42
910	PUC Administration	27,520.32	90,300.00	62,779.68
<b>Total Administration and Finance</b>		<b>359,911.72</b>	<b>840,506.00</b>	<b>480,594.28</b>
<b>COMMUNITY SERVICES</b>				
211	Emergency Services	386,035.23	1,001,922.00	615,886.77
227	Emergency Measures	9,575.34	19,553.00	9,977.66
228	911 Service	10,099.21	17,500.00	7,400.79
231	Police Revenue	(13,205.66)	(25,000.00)	(11,794.34)
232	Police Services Board	5,432.79	17,380.00	11,947.21
233	Police Administration	1,118,798.86	2,598,509.00	1,479,710.14

**Town of Fort Frances  
General Fund (Operating)  
Actuals as at May 31, 2012**

		Actuals to Date	2012 Budget	Variance
622	Sister Kennedy Centre	9,497.43	30,200.00	20,702.57
641	Fort Frances Children's Complex	14,727.48	75,530.00	60,802.52
643	Toy Lending Library/Resource	(4,849.61)	5,300.00	10,149.61
644	Day Care Resource Teacher	(2,810.29)	3,365.00	6,175.29
645	Best Start Special Needs	(4,765.12)	1,030.00	5,795.12
653	Handi-Transit System	43,768.81	93,860.00	50,091.19
713	Townshend Theatre	(3,864.29)	-	3,864.29
722	Recreation Facilities	224,379.05	461,250.00	236,870.95
725	Recreation Programs	(12,573.86)	139,330.00	151,903.86
732	Community Services	60,708.32	148,560.00	87,851.68
740	Sunny Cove Camp	(4,110.56)	(1,310.00)	2,800.56
781	Fort Frances Public Library	184,221.78	470,340.00	286,118.22
791	Museum	55,429.68	128,400.00	72,970.32
817	Waterfront Development/Marina	6,132.70	47,810.00	41,677.30
<b>Total Community Services</b>		<b>2,082,627.29</b>	<b>5,233,529.00</b>	<b>3,150,901.71</b>

**OPERATIONS AND FACILITIES**

310	PW Administration	(32,235.04)	(992.00)	31,243.04
311	PW Buildings & Yards	59,009.63	120,138.00	61,128.37
313	Municipal Roads	468,971.36	1,295,367.00	826,395.64
318	Public Parking Lots	10,136.44	24,085.00	13,948.56
320	Sidewalks	40,464.73	125,444.00	84,979.27
330	Private Works Charges	11,369.51	65,226.00	53,856.49
331	Private Crossing Charges		19,942.00	19,942.00
333	PW Vehicles	70,631.51	190,255.00	119,623.49
334	PW Equipment	102,058.89	213,805.00	111,746.11
344	PW Stores	30,445.88	66,470.00	36,024.12
345	Traffic Signal Maintenance	921.18	10,766.00	9,844.82
346	Streetlight Maintenance	29,070.60	116,481.00	87,410.40
350	Garbage Collection	42,971.06	28,320.00	(14,651.06)
351	Recycling Services	63,016.73	210,883.00	147,866.27
352	Sanitary Landfill	(55,446.89)	(133,399.00)	(77,952.11)
360	Engineering	26,115.01	56,180.00	30,064.99
390	Airport	15,745.13	95,800.00	80,054.87
391	Airport Building Maintenance	14,092.49	43,004.00	28,911.51
392	Aircraft Services	673.73	-	(673.73)
393	Airport Grounds Maintenance	34,150.98	72,316.00	38,165.02
580	Parks & Cemeteries Admin.	60,915.98	149,814.00	88,898.02
582	Fort Frances Cemetery	16,393.93	79,203.00	62,809.07
583	Riverview Cemetery	29,805.39	149,022.00	119,216.61
584	Point Park	15,322.01	26,215.00	10,892.99
585	Parks - Outdoor Facilities	61,467.43	290,683.00	229,215.57
586	Lions Millennium Park	346.33	8,062.00	7,715.67
<b>Total Operations and Facilities</b>		<b>1,116,414.00</b>	<b>3,323,090.00</b>	<b>2,206,676.00</b>

**Town of Fort Frances  
General Fund (Operating)  
Actuals as at May 31, 2012**

		Actuals to Date	2012 Budget	Variance
<hr/>				
<b>PLANNING AND DEVELOPMENT</b>				
150	Civic Centre	31,133.85	118,990.00	87,856.15
271	By-Law Enforcement	43,879.58	107,124.00	63,244.42
272	Animal Shelter	2,122.12	9,096.00	6,973.88
813	Building Official	35,177.03	57,470.00	22,292.97
815	Planning & Zoning	35,712.30	94,640.00	58,927.70
<b>Total Planning and Development</b>		<b>148,024.88</b>	<b>387,320.00</b>	<b>239,295.12</b>
<hr/>				
<b>Sub-Total General Fund (Operating)</b>		<b>(2,209,322.86)</b>	<b>-</b>	<b>2,209,322.86</b>
L80	Surplus from Previous Year			-
	Deficit/(Surplus)	<b>(2,209,322.86)</b>	<b>-</b>	<b>2,209,322.86</b>
<hr/>				

**Water and Sewer Fund (Operating)**  
**Actuals to May 31, 2012**

<b>WATER</b>		<b>Actuals to Date</b>	<b>2012 Budget</b>	<b>Variance</b>
961	Waterworks Administration	-586,068.45	-657,862.00	-71,793.55
965	Water Treatment Plant	147,032.45	540,025.00	392,992.55
966	Water Storage Facility	13,825.65	117,837.00	104,011.35
		-425,210.35	0.00	425,210.35
L80	Surplus from Previous Year Before TCA	0.00	0.00	0.00
		<b>-425,210.35</b>	<b>0.00</b>	<b>425,210.35</b>

<b>SEWER</b>		<b>Actual to Date</b>	<b>2012 Budget</b>	<b>Variance</b>
410	Sanitary Sewer Administration	-537,682.22	-706,223.00	-168,540.78
413	Sewage Treatment Plant	239,616.50	706,223.00	466,606.50
		-298,065.72	0.00	298,065.72
L80	Surplus from Previous Year Before TCA	0.00	0.00	0.00
		<b>-298,065.72</b>	<b>0.00</b>	<b>298,065.72</b>

**Town of Fort Frances  
Capital Fund Budget vs Actual  
as at May 31, 2012**

		Actual to Date	2012 Budget	Variance
<b>Administration</b>				
C-120-0490-0952	Contribution from Reserve Funds		(1,500.00)	(1,500.00)
C-140-0490-0952	Contribution from Reserve Funds		(25,000.00)	(25,000.00)
C-120-9217-0000	Administration File Cabinets		1,500.00	1,500.00
C-140-9109-0000	Computer/Network Upgrades	3,427.71	25,000.00	21,572.29
	Total Revenue	-	(26,500.00)	(26,500.00)
	Total Expenditures	3,427.71	26,500.00	23,072.29
	<b>TOTAL ADMINISTRATION</b>	<b>3,427.71</b>	<b>-</b>	<b>(3,427.71)</b>
<b>CIVIC CENTRE</b>				
C-150-0490-0952	Contribution from Reserve Funds		(250,000.00)	(250,000.00)
C-150-9242-0000	OPP/Hall Roof	8,880.99	250,000.00	241,119.01
C-150-9255-1110/1111/	Sprinkler System	1,695.47	-	(1,695.47)
	Total Revenue	-	(250,000.00)	(250,000.00)
	Total Expenditures	10,576.46	250,000.00	239,423.54
	<b>TOTAL CIVIC CENTRE</b>	<b>10,576.46</b>	<b>-</b>	<b>(10,576.46)</b>
<b>EMERGENCY SERVICES</b>				
C-211-0490-0400	Federal Grant		(40,000.00)	(40,000.00)
C-211-0490-0952	Contribution from Reserve Funds		(57,350.00)	(57,350.00)
C-211-9133-0000	Rescue Truck		90,000.00	90,000.00
C-211-9123-1471	GIS		1,350.00	1,350.00
C-211-9239-1431	Fire Hose Replacement		6,000.00	6,000.00
	Total Revenue	-	(97,350.00)	(97,350.00)
	Total Expenditures	-	97,350.00	97,350.00
	<b>TOTAL EMERGENCY SERVICES</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>PUBLIC WORKS</b>				
<b><u>Transportation</u></b>				
C-310-0490-0406	AMO Federal Gas Tax			-
C-310-0490-0952/321	Contribution from Reserve Funds		(261,898.00)	(261,898.00)
C-313-0490-0400/C3	Federal Gas Tax Reserve		(665,007.00)	(665,007.00)
C-350-090-0954	Contribution from Revenue Fund (O&F)			-
C-310-1620-5390	Transfer to FGT Reserve Fund			-
C-310-9105-1471	Small Equipment Purchases	630.66	8,000.00	7,369.34
C-313-9110-1523	Upgrades to Portage Pumping Station	8,272.51	266,667.00	258,394.49
C-313-9223-1523	Third St E-Mowat to Victoria Roads	58,911.24	333,340.00	274,428.76
C-313-9245-1471	Sign Retroreflectometer	10,888.34	13,000.00	2,111.66
C-313-9246-1523	Surface Treatment-8th St.-Portage to Christie		65,000.00	65,000.00
C-320-9223-1523	Third St E-Portage to Mowat Sidewalks			-
C-334-9107-1471	Backhoe/Loader	73,210.36	73,440.00	229.64
C-334-9244-1471	Combination Unit Sander/Plow		155,000.00	155,000.00
C-345-9135-1471	Pole Replacement		5,000.00	5,000.00
C-350-9224-1523/11	Lift Weight Scale & Landfill Site Building		5,000.00	5,000.00

**Town of Fort Frances  
Capital Fund Budget vs Actual  
as at May 31, 2012**

		Actual to Date	2012 Budget	Variance
C-360-9123-1471	GIS Equipment & Mapping		2,458.00	2,458.00
C-360-9221-1523	Engineering-Front St-E of Crowe-S. of Scott St	3,440.51		(3,440.51)
C-360-9223-1523	Engineering-Third St E-Portage to Mowat			-
<b><u>Airport</u></b>				
C-390-0490-0400	Federal Grant			-
C-390-0490-0952	Contribution from Reserve Funds			-
C-390-9157-1471	Replace John Deere Pull behind Lawn Mower			-
C-390-9228-1471	Perimeter Fencing around Runways			-
<b><u>Parks</u></b>				
C-580-0490-0952/C-	Contribution from Reserve Funds		(166,000.00)	(166,000.00)
C-586-0430-0632	Lions Millennium Park- Donations	(900.00)		900.00
C-580-9105-1471	Small Equipment Replacement		5,000.00	5,000.00
C-580-9109-1471	Hand Held Portable PC		1,000.00	1,000.00
C-580-9133-1471	Replace 1988 Crew Cab Truck		37,000.00	37,000.00
C-580-9157-1471	Replace Riding Tractors	5,902.09	6,000.00	97.91
C-580-9240-1471	Sweeper Attachment	5,705.61	7,000.00	1,294.39
C-583-9127-1471	Riverview Cemetery Office Building Renovation		80,000.00	80,000.00
C-583-9620-1471	Repair Foundation of Columbarium at RV		25,000.00	25,000.00
C-585-9108-1471	Dock Repairs		5,000.00	5,000.00
C-586-9232-1523	Lions Park Contracted Works			-
C-586-1620-5390	Transfer to Reserve Fund			-
Total Revenue		(900.00)	(1,092,905.00)	(1,092,005.00)
Total Expenditures		166,961.32	1,092,905.00	925,943.68
<b>TOTAL PUBLIC WORKS</b>		<b>166,061.32</b>	<b>-</b>	<b>(166,061.32)</b>
<b>FORT FRANCES CHILDREN'S COMPLEX</b>				
C-641-0490-0412	Provincial Grant		(25,000.00)	
C-641-0490-0436	Health & Safety Grant (DSSAB)	(984.37)	(10,000.00)	(9,015.63)
C-641-0490-0952	Contribution from Reserve Funds			-
C-641-9105-0000	Small Capital Purchases			-
C-641-9106-0000	Health & Safety	12,742.26	10,000.00	(2,742.26)
C-641-9253-0000	Infant Care Feasibility Study		25,000.00	
Total Revenue		(984.37)	(35,000.00)	(9,015.63)
Total Expenditures		12,742.26	35,000.00	(2,742.26)
<b>TOTAL FFCC</b>		<b>11,757.89</b>	<b>-</b>	<b>(11,757.89)</b>
<b>SISTER KENNEDY CENTRE</b>				
C-622-0490-0448	Provincial Grant		(10,000.00)	(10,000.00)
C-622-0490-0952	Contribution from Reserve Funds			-
C-622-9105-0000	Small Capital Purchases			-
C-622-9108-1523	Centre Upgrades		10,000.00	10,000.00

**Town of Fort Frances  
Capital Fund Budget vs Actual  
as at May 31, 2012**

	Actual to Date	2012 Budget	Variance
Total Revenue	-	(10,000.00)	(10,000.00)
Total Expenditures	-	10,000.00	10,000.00
<b>TOTAL SKC</b>	-	-	-
<b>HANDI-VAN</b>			
C-653-0490-0952 Contribution from Reserve Funds		(75,000.00)	(75,000.00)
C-653-9133-0000 Handicapped Van Replacement	68,199.61	75,000.00	6,800.39
Total Revenue	-	(75,000.00)	(75,000.00)
Total Expenditures	68,199.61	75,000.00	6,800.39
<b>TOTAL HANDI-VAN</b>	<b>68,199.61</b>	<b>-</b>	<b>(68,199.61)</b>
<b>TOWNSHEND THEATRE</b>			
C-713-0490-0952 Contribution from Reserve Funds		(30,000.00)	(30,000.00)
C-713-9208-0000 Theatre Painting		10,000.00	10,000.00
C-713-9219-0000 Theatre Stage Replacement		20,000.00	20,000.00
Total Revenue	-	(30,000.00)	(30,000.00)
Total Expenditures	-	30,000.00	30,000.00
<b>TOTAL HANDI-VAN</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>MSC/Recreation</u></b>			
C-722-0490-0400 Federal Grant		(42,860.00)	(42,860.00)
C-722-0490-0952/C7 Contribution from Reserve Funds		(42,790.00)	(42,790.00)
C-740-0430-0632 Donations			-
C-740-0490-0412 Provincial Grant		(65,000.00)	(65,000.00)
C-740-0490-0437 Kiwanis Club Grant			-
C-740-0490-0952 Contribution from Reserve Funds			-
C-722-9131-0000 East End Hall Accessibility Project		57,150.00	57,150.00
C-722-9132-0000 Auditorium Tables & Chairs		2,500.00	2,500.00
C-722-9248-1523 Flooring/Locker Replacement		25,000.00	25,000.00
C-740-9105-0000 Sunny Cove Camp Small Equipment			-
C-740-9108-1523 Sunny Cove Camp Repairs		65,000.00	65,000.00
C-817-9249-0000 Marina Cash Register		1,000.00	1,000.00
Total Revenue	-	(150,650.00)	(150,650.00)
Total Expenditures	-	150,650.00	150,650.00
<b>TOTAL MSC</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>LIBRARY</b>			
C-781-0490-0400 Federal Grant (CAPP)			-
C-781-0490-0952 Contribution from Reserve Funds			-
C-781-9109-0000 Computer Equipment	1,885.83		(1,885.83)
C-781-9165-1471 New Library-Materials			-
C-781-9165-1527 New Library-Contracted Services			-
Total Revenue	-	-	-
Total Expenditures	1,885.83	-	(1,885.83)

**Town of Fort Frances  
Capital Fund Budget vs Actual  
as at May 31, 2012**

		Actual to Date	2012 Budget	Variance
	<b>TOTAL LIBRARY</b>	<b>1,885.83</b>	<b>-</b>	<b>(1,885.83)</b>
	<b>MUSEUM</b>			
C-791-0490-0400	Federal Grant	(1,000.00)		1,000.00
C-791-0490-0412	Provincial Grant			-
C-791-0490-0632	Donations	(1,305.00)		1,305.00
C-791-0490-0952	Contribution from Reserve Funds		(10,000.00)	(10,000.00)
C-791-9241-0000	Conservation Expense	1,000.00		(1,000.00)
C-791-9251-0000	Electronic Storage for Museum Collection		10,000.00	10,000.00
	Total Revenue	(2,305.00)	(10,000.00)	(7,695.00)
	Total Expenditures	1,000.00	10,000.00	9,000.00
	<b>TOTAL MUSEUM</b>	<b>(1,305.00)</b>	<b>-</b>	<b>1,305.00</b>
	<b>PLANNING &amp; DEVELOPMENT</b>			
C-271-0490-0952/C-1	Contribution from Reserve Funds		(14,203.00)	(14,203.00)
C-815-9123-1471	GIS Expense		2,203.00	2,203.00
C-271-9243-1110/1111/	Parking Lot Machine	9,067.68	12,000.00	2,932.32
	Total Revenue	-	(14,203.00)	(14,203.00)
	Total Expenditures	9,067.68	14,203.00	5,135.32
	<b>TOTAL PLANNING &amp; DEVELOPMENT</b>	<b>9,067.68</b>	<b>-</b>	<b>(9,067.68)</b>
	<b>SOLAR PANEL PROJECT</b>			
C-830-0490-0952	Contribution from Reserve Funds			
C-830-9225-1523	Contacted Works			-
	Total Revenue	-	-	-
	Total Expenditures	-	-	-
	<b>TOTAL SOLAR PANEL PROJECT</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>SANITARY SEWER</b>			
C-410-0490-0952	Contribution from Reserve Funds		(281,083.00)	(281,083.00)
C-410-0490-0954	Contribution from Revenue Funds		(453,766.00)	(453,766.00)
C-410-9105-1471	Sanitary Sewer Small Tools		10,000.00	10,000.00
C-410-9123-1471	GIS Equipment & Mapping		2,458.00	2,458.00
C-410-9138-1523	Sanitary Manholes		50,000.00	50,000.00
C-410-9144-1523	Upgrades to Portage Ave Storm Sewer	4,130.06	133,334.00	129,203.94
C-410-9179-1523	Infiltration & Inflow Study	59,423.91	100,000.00	40,576.09
C-410-9223-1523	Third St E-Mowat to Victoria	73,780.60	439,057.00	365,276.40
C-410-9238-1523	Geo/Engineering Contracted Works	1,172.23		(1,172.23)
	Total Revenue	-	(734,849.00)	(734,849.00)
	Total Expenditures	138,506.80	734,849.00	596,342.20
	<b>TOTAL SANITARY SEWER</b>	<b>138,506.80</b>	<b>-</b>	<b>(138,506.80)</b>
	<b>SEWAGE TREATMENT PLANT</b>			
C-413-0490-0954	Contribution from Revenue Fund		(183,000.00)	(183,000.00)

**Town of Fort Frances  
Capital Fund Budget vs Actual  
as at May 31, 2012**

		Actual to Date	2012 Budget	Variance
C-413-9103-1471	STP Pump Replacement - Materials			-
C-413-9105-1471	Small Miscellaneous Capital	13,201.85	183,000.00	169,798.15
C-413-9105-1523	Small Miscellaneous Capital - Contracted Works	463.28		(463.28)
C-413-9178-1471	Collector Chain Replacement			-
	Total Revenue	-	(183,000.00)	(183,000.00)
	Total Expenditures	13,665.13	183,000.00	169,334.87
	<b>TOTAL STP</b>	<b>13,665.13</b>	<b>-</b>	<b>(13,665.13)</b>
<b>WATERWORKS ADMINISTRATION</b>				
C-961-0490-0589	Expense Recovery			-
C-961-0490-0952	Contribution from Reserve Fund		(766,685.00)	(766,685.00)
C-961-0490-0954	Contribution from Revenue Fund		(753,540.00)	(753,540.00)
C-961-9105-1471	Miscellaneous Tools/Equipment	279.99	10,000.00	9,720.01
C-961-9123-1471	GIS Equipment & Mapping		4,915.00	4,915.00
C-961-9137-1523	Replace Mainline Water Valves/Hydrants		100,000.00	100,000.00
C-961-9167-1523	Water Tower Rehab	(819.97)		819.97
C-961-9223-1523	Third St. E.-Mowat to Victoria	18,938.61	434,480.00	415,541.39
C-961-9226-1523	East of Butler Ave-Church St to Front St	42,227.36	53,405.00	11,177.64
C-961-9234-1523	Sixth St E-Portage Ave to McKenzie Ave			-
C-961-9236-1523	8th St -York to East - Contracted Works			-
C-961-9238-1523	Geo/Engineering Contracted Works	6,772.15		(6,772.15)
C-961-9247-1523	King's Hwy-Pit Rd #1 to 185m E. of Daniel		917,425.00	917,425.00
	Total Revenue	-	(1,520,225.00)	(1,520,225.00)
	Total Expenditures	67,398.14	1,520,225.00	1,452,826.86
	<b>TOTAL WATERWORKS ADMIN</b>	<b>67,398.14</b>	<b>-</b>	<b>(67,398.14)</b>
<b>WATER TREATMENT PLANT</b>				
C-965-0490-0954	Contribution from Revenue Fund		(242,000.00)	(242,000.00)
C-965-9105-1471	Misc. Small Capital	4,086.02	15,000.00	10,913.98
C-965-9152-1471	Replace In-Plant Potable Water Lines	13,131.78	77,000.00	63,868.22
C-965-9225-1523	Solar Equipment Installation - WTP Roof Top			-
C-965-9252-1523	Replace WTP Boiler w/2 High Efficiency Boilers		90,000.00	90,000.00
C-965-9254-1523	Install VFD Elec Motors for High Lift Pumps		60,000.00	60,000.00
	Total Revenue	-	(242,000.00)	(242,000.00)
	Total Expenditures	17,217.80	242,000.00	224,782.20
	<b>TOTAL WTP</b>	<b>17,217.80</b>	<b>-</b>	<b>(17,217.80)</b>
<b>TOTAL REVENUE</b>		<b>(4,189.37)</b>	<b>(4,471,682.00)</b>	<b>(4,412,492.63)</b>
<b>TOTAL EXPENDITURES</b>		<b>510,648.74</b>	<b>4,471,682.00</b>	<b>3,906,033.26</b>
<b>TOTAL CAPITAL</b>		<b>506,459.37</b>	<b>-</b>	<b>(506,459.37)</b>

Administration & Finance Department Stats  
for the period ending May 31, 2012

	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
<b>Revenue</b>													
Tax Certificates	\$ 230.00	\$ 287.00	\$ 575.00	920.00	1,092.70								\$ 3,104.70
Business Licences	14,148.25	5,948.20	5,085.55	2,168.90	1,896.80								\$ 29,247.70
Lottery Licences	1,283.73	75.00	1,008.13		1,219.20								\$ 3,586.06
Town Property Rental	353.40	353.40	364.60	364.60	364.60								\$ 1,800.60
Fort Frances Portion of POA Fines					16,325.19								\$ 16,325.19
Nat Gas/Purchase Card Rebates					0.00								\$ -
Death/Still Birth Registrations	502.35	265.95	354.60	413.70	265.95								\$ 1,802.55
Marriage Licences	267.10	400.75	667.75	534.20	934.85								\$ 2,804.65
Civil Marriage		618.00	759.65	386.25	772.50								\$ 2,536.40
Certify Copies	5.40		5.40		16.20								\$ 27.00
Commissioning Oaths/Affidavits	131.55	27.45	71.25	10.95	72.55								\$ 313.75
Investment Income	768.78	281.69	1,540.98	1,843.83	1,551.98								\$ 5,987.26
Sale of Land					0.00								\$ -
Administration Service Charges	206.70	12,583.57	14,324.94	12,538.58	23,049.27								\$ 62,703.06
	\$ 17,897.26	\$ 20,841.01	\$ 24,757.85	\$ 19,181.01	\$ 47,561.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,238.92
<b>Accounts Receivable</b>													
Balance Forward	383,485.48	241,376.79	195,134.02	155,038.51	132,678.00								
Invoices/Debits	126,268.73	123,145.78	133,347.80	125,228.24	196,783.99								
Payments/Credits	(268,817.79)	(170,117.04)	(173,673.10)	(147,999.55)	(124,159.20)								
Interest Applied	440.37	728.49	229.79	410.80	239.31								\$ 2,048.76
Total Amount Owing	\$ 241,376.79	\$ 195,134.02	\$ 155,038.51	\$ 132,678.00	\$ 205,542.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,048.76
<b>A/R Invoices Processed</b>													
General/By-Law	8	22	10	14	18								72
Daycare	0	54	50	58	54								216
Airport	19	5	16	22	19								81
Landfill	29	27	34	42	37								169
Public Works	3	5	3	5	6								22
Sewer	5	3	6	5	12								31
Water	14	9	14	20	178								235
Fire Department	0	0	0	0	0								0
Memorial Sports Centre	36	17	16	31	28								128
Fort Frances Power Corp	0	0	7	0	7								14
Invoices Issued by Month	114	142	156	197	359	0	0	0	0	0	0	0	968
<b>NSF/Returned Payments</b>													
Day Care	0	0	4	0	0								4
Memorial Sports Centre	2	2	3	1	2								10
Utilities	4	7	0	7	2								20
Taxation	1	0	1	0	0								2
Other	1	0	1	0	2								4
<b>Taxes</b>													
Balance Forward	\$ 977,809.74	\$ 6,886,890.94	\$ 3,252,413.35	\$ 1,342,329.17	\$ 1,199,272.68								
Tax Billings/Debits	6,431,054.59	1,274.62	11,475.09	2,091.89	5,161.10								
Payments/Credits	(533,597.33)	(3,646,675.59)	(1,935,009.28)	(160,706.03)	(138,492.72)								
Interest Applied	11,623.94	10,923.38	13,450.01	15,557.65	14,026.67								65,581.65
Total Amount Owing	\$ 6,886,890.94	\$ 3,252,413.35	\$ 1,342,329.17	\$ 1,199,272.68	\$ 1,079,967.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,581.65

	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
Tax Arrears Notices Mailed/Letters with no payment plans	179	163	354	367	249								
# Tax Sale Registrations	30	26	24	23	22								
	1	1	1	1	1								
# Write offs (MOS/357 Applications)	0	0	4	1	1								6
Write-off - Municipal Portion		\$	288.18	\$	133.75	\$	342.40						\$764.33
# of Charity Rebates	0	0	1	0	0								1
Charity Rebates - Municipal Portion		\$	4,731.21	0.00	0.00								\$4,731.21
# Vacancy Rebates	0	0	2	3	7								12
Vacancy Rebates - Municipal Portion		\$	5,419.41	\$	3,326.82	\$	12,554.07						\$21,300.30
<b><u>E.D. Financial Incentive Plan</u></b>													
Demolition Grant	0	0	0	0									\$0.00
Grant-In-Lieu of Taxes													\$0.00
<b><u>Water &amp; Sewer</u></b>													
Balance Forward	\$1,069,244.55	\$ 399,813.35	\$ 317,807.26	398,666.66	328,666.66								
W/S Billings/Debits		884.99	757,250.45	1,783.66	757,540.70								
Payments/Credits	(670,249.30)	(84,319.93)	(677,263.21)	(73,475.68)	(684,685.65)								
Interest Applied	818.10	1,428.85	872.16	1,463.25	566.25								5,148.61
Total Amount Owning	\$ 399,813.35	\$ 317,807.26	\$ 398,666.66	\$ 328,437.89	\$ 402,087.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,148.61
Bi-Monthly Water/Sewer Bills Issued	3,363		3,355		3,347								10,065
Final Billings Issued		36		13									49
Late Notices Mailed		433		380									813
Registered Letters		69		50									119
Disconnects		1		0									1
Reconnections		1		0									1
<b><u>Provincial Offences</u></b>													
Fines Paid	\$ 26,619.00	\$ 29,341.00	\$ 53,547.00										\$ 109,507.00
Outstanding Fines (pre & post transfer)	\$1,836,749.00	\$1,851,870.00	\$1,845,680.00										
CBCL Collections (pretransfer)	\$ 50.00	\$ -	\$ 50.00										\$ 100.00
CBCL Collections (post-transfer)	\$ 605.65	\$ 1,774.73	\$ 300.00										\$ 2,680.38
Total CBCL Collected	\$ 655.65	\$ 1,774.73	\$ 350.00	\$ -	\$ -	\$ -	\$0.00	\$0.00	0.00	0.00	0.00	0.00	\$ 2,780.38
Hours spent on Collections	40	40	40										120.0
Notice of Default - mailed out	48	45											93
New Charges Filed	152	233	255										640
Court Room Operating Hours	3	1	6										10.0
<b><u>Charges Disposed (Before or at Trial)</u></b>													
Failed to Attend - Convicted	0	0	0										0
Plead Guilty	13	27	35										75
Withdrawn	3	4	14										21
Quashed	6	0	4										10
Stayed	0	0	0										0
Dismissed/Acquitted	1	0	4										5
Plead Not Guilty - Convicted	3	3	2										8
Other	1	0	1										2
Total	27	34	60	0	0	0	0	0	0	0	0	0	121