

TOWN OF FORT FRANCES

Operations and Facilities Executive Committee

AGENDA - August 4, 2021, 8:30 AM

MEETING - Civic Centre

Session #010

Join Microsoft Teams Meeting

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

Conference ID: 145 357 345

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1. <u>Call to Order</u>	
2. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
3. <u>Approval of Previous Committee Minutes</u>	
3.1 Minutes from the previous meeting on July 7, 2021.	3 - 4
4. <u>New Business</u>	
4.1 515, 523 Colonization Road East Re: addressing and services	5 - 30
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5.5 Sewer and Water Data for 2021 - updated July 29, 2021	139
6. <u>Adjourn / Next Meeting Date</u>	

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #009

July 7, 2021

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday July 7, 2021 from 8:30 a.m. to 9:09 a.m.

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

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, L. Slomke, Acting CAO, Adam Mitchell (8:30 a.m. to 9:09 a.m.), Cody Vangel (8:30 a.m. to 8:57 a.m.), Merna Amera (8:30 a.m. to 9:09 a.m.) and Randy Thoms (8:35 a.m. to 9:09 a.m.)

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereofNone

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on June 9, 2021 - the minutes were approved as amended.

4 Items Referred from Council

4.1 Request to Relocate Truck Route - the administration report was approved as recommended.

5 New Business

5.1 Award of Tender 21-OF-11 - Memorial Sports Centre Concrete Works - the administration report was approved as recommended.

5.2 Application for Funding for Airport Improvements under the Northern Ontario Heritage Fund Community Enhancement Fund - the administration report was approved as recommended.

- 5.3 Unbudgeted Emergency Replacement of the Firehall Roof Top Unit - the administration report was approved as presented.

6 Information

- 6.1 Fort Frances Wastewater Treatment Facility May 2021 Monthly Report - the Wastewater Treatment Monthly Report for May was received and will be forwarded to Council as information only. No action required.
- 6.2 Sewer and Water Data for 2021 - updated June 29, 2021 - the Sewer and Water Data was received and will be forwarded to Council as information only. No action required.
- 6.3 Airport Statistics as of June 30, 2021 - the Airport Statistics were received and will be forwarded to Council as information only. No action required.

7 Adjourn / Next Meeting Date

- 7.1 The meeting adjourned at 9:09 a.m.

Next meeting August 4, 2021.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

August 4, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 515,523,525 Colonization Road East Re-addressing and Services

This matter was brought forward by Councillor Wiedenhoeft, OFEC Chair on July 16 for inclusion on the next OFEC agenda. Given the reduced frequency of meetings in the summer months, the request was included without formal referral. Mr. Cody Vangel, EIT CBO/Municipal Planner, Mr. Craig Miller, P.Eng. Environmental Superintendent and I have been in discussions on these properties and the unique servicing situation since the original request to re-address/consolidate was received.

Attached to this report you will find a detailed report from Mr. Craig Miller outlining the information contained within the O&F Property file and correspondence related to this matter.

It is the recommendation of Administration that the services installed specifically for 515 Colonization Road East either be terminated at the main or that a proper service easement be registered on title for 523 Colonization Road East such that the services are properly acknowledged, and the conditions of the Consent applications dated 2006 be fulfilled by the property owner and further that this requirement be placed as a condition for the re-addressing of 525 Colonization Road East.

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

1. The Services previously installed to service 515 Colonization Road East be either terminated at the main or that a proper service easement be registered on the title of 523 Colonization Road East to allow the services to remain.
2. That either one of the above options be stipulated as a condition to re-address 523 Colonization Road East.
3. That all costs associated with either of the above options be borne by the property owner.

Respectfully Submitted



Travis Rob, P.Eng

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

- 1. The Services previously installed to service 515 Colonization Road East be either terminated at the main or that a proper service easement be registered on the title of 523 Colonization Road East to allow the services to remain.**
- 2. That either one of the above options be stipulated as a condition to re-address 523 Colonization Road East.**
- 3. That all costs associated with either of the above options be borne by the property owner.**

Manager of Operations and Facilities

July 28, 2021

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

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

SUBJECT: 515-523-525 Colonization Road West

On June 20, 2021, a request was received from Travis Rob for comments on an application to consolidate the lots 515 and 523 Colonization Road East and then change the municipal address of the consolidated lot to 1235 First Street East.

Initial comments returned to Travis were:

“523 has 2 sets of water and sewer services. The eastern most set was intended to service 515. An easement was supposed to registered on title to run services for 515 through 523.

Further, the unused services should be properly terminated at the mains, as the property owner’s expense if the properties are consolidated.”

Travis consolidated all comments received and forwarded them to Town Planner Cody Vangel, who communicated with the applicant.

Following receipt of the comments, the application was amended to not longer consolidate the lots. 515 Colonization Road East would remain as addressed and 523 Colonization Road East address would change to 1235 First Street East.

Comments returned to Travis and Cody, from myself, with respect to this amendment, were:

“... the condition needs to remain that he terminate the services on the one lot intended for the other lot. Or, a legal easement is registered against the lot with the services to provide access to the vacant lot if services are ever to be run in to the vacant lot. ”

Background – Property File Information

515 Colonization Road East

- June 2006 – Mr. Doug Brown commented on application B1/2006 that an easement would be required to be registered on the severed lot known as 515 Colonization Road East. Application B1/2006 was to severe 515 Colonization Road East from 523-525 Colonization Road East. See attachment A

- A building permit appraisal dated June 15, 2006, to build a dwelling on 523 Colonization Road East, included a note from Doug Herr, Environmental Superintendent, that an easement was required to be registered for 515 Colonization Road East and that services must be paid for at the time of connection. See attachment B.

523 Colonization Road East

- Application B1/2006 was approved on June 19, 2006 allowing for the severing of 515 Colonization Road East from 523 Colonization Road East. The approval was subject to four (4) conditions. Condition 4 – "...an easement, 7 metres wide as required by the Operations and Facilities Division for municipal services to service the retained property known as 515 Colonization Road East. See attachment C, page 3.
- Application B1/2006 also included Note A – "The property owner is responsible for payment of the sum of \$6,434.78 to cover the cost of two water and sanitary sewer services to the properties." See attachment C, page 3.

525 Colonization Road East

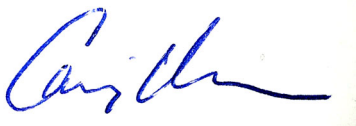
- No significant information

Summary

The 2nd set of water and sanitary sewer services on the west side of 525 Colonization Road East were installed for the purposes of servicing 515 Colonization Road East. However, an easement has never been put in place to protect the servicing of 515 Colonization Road East.

If the lots are to remain severed, it is my recommendation that an easement be put in place for services. If the lots are to consolidate, then the 2nd set of services on the property are superfluous and it is my recommendation that they should be terminated. It is also my recommendation that the cost to initially install the services should be considered with this application if the services are not going to be used in the future.

Respectfully submitted,



Craig Miller, P.Eng.
Environmental Superintendent

Cc: Cody Vangel, Town of Fort Frances Planner

Attached:

- Attachment A – Application B1/2006 Comments
- Attachment B – Building Permit Appraisal
- Attachment C – Application B1/2006 Approval Decision

Attachment A

Doug Brown

06/07/06 03:30 PM

To: Faye Platt/Frances@Frances, Doug Herr/Frances@Frances, Milt Strachan/Frances@Frances, Julie Crichton/Frances@Frances, Mark McCaig/Frances@Frances

Subject: Re: Minor Variance Application A10/2006 - 1231 Minnie Ave. & consent application B1/2006- 515 -523 Colonization Road

Hi Faye, the staff of the O & F Division have reviewed both applications and there are no real concerns with either application. However the following comments should be taken into account prior to approving the applications.

In regards to A10/2006 Application -1231 Minnie Ave.- there is a holding provision which doesn't allow new development until the holding provision issue is addressed. Does it apply to new accessory buildings? Isn't fire protection an issue in this section of the community? Last year Minnie Ave. development proposal.

In regards to B1/2006 application - 515& 523 Coloniozation Road East- an easment for water and sewer services will be required to be registered on the sevred lot known as 515 colonization road east. Last year during the construction along First street east, the property owner requested that two water and sanitary sewer services be brought into this property. The owner is well aware of the future easement requirement. Also the owner will be responsible to pay \$ 6434.78 once the sewer and water services are connected for 523 Colonization Road. KGS Group is preparing the as-built drawings for 2005 reconstruction of First street. I will forwarded you a drawing showing exactly where the easement will be required on 515 Colonization Road East.

Regards Doug Brown

SASKATOON
TEL: 306-242-3686
FAX: 306-242-1718
TOLL FREE
1-877-242-3686

REGINA
TEL: 306-525-6581
FAX: 306-525-9120
TOLL FREE
1-800-667-4021

WINNIPEG
TEL: 204-786-7861
FAX: 204-772-4895
TOLL FREE
1-800-361-3612

BRANDON
TEL: 204-571-2300
FAX: 204-725-5286
TOLL FREE
1-800-862-6328

THUNDER BAY, ON.
TEL: 807-622-5355
FAX: 807-623-5793
TOLL FREE
1-888-860-0039

525/515 Colonization Road East — June 7/06

REGARDING COST FOR SEWER / WATER SERVICES
(ADDITIONAL NEW)

WATER 19 mm ϕ — \$ 2,000

SANITARY SEWER — 150 mm ϕ — 3,300

SUBTOTAL 5,300

5300 x \$ 45,082.20 = \$ 603.47 Bond, Insurance
395,938.37 (demobilization)

5300 x \$ 39,691.90 = \$ 531.31 ENGINEERING
395,938.87 COST

TOTAL = \$ 6434.78

NO GST

To: Julie Guitton, Milt Strachan, Doug Herr

Re: Consent Application 515 & 523 Colonization Road East

Please review and provide comments and pass on

Julie please attach sewer and water information
both lots are feed from 1st Street, thus
probably need a registered Easement - water and
sewer service lines.

Need ^{give} back information by June 9/06 (Friday)

JULIE: ATTACHED: PLAN OF FIRST STREET SHOWING NEW SERVICES
2006-06-05 TO 525 & 515 - 515 WILL NEED EASEMENT FOR THE
SERVICES TO CROSS 525.

D. HERR.
JUNE 07/06 NO FURTHER COMMENT.
ARE SERVICE PAID FOR?

M. Strachan NO CONCERNS.
June 7/06

**COMMITTEE OF ADJUSTMENT
APPLICATION SUMMARY**

RECEIVED
JUN - 2 2006

DATE OF PUBLIC HEARING: June 19, 2006 @ 7:00 p.m.

(See ** below if you are a commenting agency)

CONSENT



MINOR VARIANCE



FILE NO.: B1/2006

PROPERTY: 515 and 523 Colonization Rd. E.

OWNER: 1058876 Ontario Inc.

AGENT: Roy Avis

PURPOSE: This is an application for the creation of a new lot having frontage of approx. 26.17 metres. Both the severed and retained properties are zoned "Residential type Two – R2" and contain no buildings or structures.

APPLICATION CIRCULATED FOR COMMENT TO:

J. Kibiuk,
Fort Frances Power Corporation



D. Brown,
Manager of Operations & Facilities



R. Hallam,
Planning & Development Supt.



Planning Department



S. Richardson,
Fort Frances Fire Department



Northwestern Health Unit



Canadian National Railway



Ministry of Natural Resources



Ministry of Environment



Other _____



APPLICATION FOR CONSENT

FOR OFFICE USE ONLY		
File Number: B1/2006		
Property: 575/523 Col. Rd. E.	Roll #: 3-6-129 & 3-6-130	
Date Application Received: 31 May 06	Date Fee Received:	
Date Application Complete:	Receipt #:	Application Fee: \$450.00

Please Print and Complete or (✓) Appropriate Box(es)

1. Applicant Information

▶ 1.1	Name of Applicant	ROY AVIS	Home Telephone No.	807-274-9651	Business Telephone No.	807-274-7751
	Address	1013 FRENETTE AVENUE, FORT FRANCES, ONTARIO			Postal Code	P9A 3V5
▶ 1.2	Name of Owner(s) (If different from the applicant). An owner's authorization is required in Section 11.1 if the applicant is not the owner.					
	Name of Owner(s)	1058876 ONTARIO INC.		Home Telephone No.	Business Telephone No.	
	Address	600 KING'S HIGHWAY, FORT FRANCES, ONTARIO			Postal Code	P9A 2W9
1.3	Please indicate to whom all communications should be sent:			<input type="checkbox"/> Owner	<input type="checkbox"/> Agent	

Note: If this application is being submitted by an agent on behalf of the Property Owner, the owner's written authorization must accompany the application. If the applicant is a corporation acting without agent, the application must be signed by an officer of the corporation and the corporation's seal (if any) must be affixed.

2. Location of Subject Land (Severed and Retained) Complete Applicable Boxes in Section 2.1

▶ 2.1	Municipality	FORT FRANCES	Township	MCIRVINE	Property Roll No.	3-6-129 3-6-130
	Property descriptor:	LOT 3 SM 158 RR20 PT4	Lot/Section No.	RR20	Part No.	4
	Other Information (parcel #, etc.)				Reference Plan No.	48R2071
					Registered Plan No.	SM158
▶ 2.2	Are there any easements or restrictive covenants affecting the subject land? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
	If Yes, describe each easement or covenant and its effect					

3. Purpose of this Application

► 3.1 Type and purpose of proposed transaction (X appropriate box):

Transfer ☒ Creation of a new lot ☐ Addition of a lot (see also 3.3) ☐ An easement /encroachment agreement

Other

☐ A charge

☐ A lease

☐ Correction of title

☐ Other purpose _____

► 3.2 Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged

ROY AVIS

► 3.3 If a lot addition, identify on the accompanying sketch the lands to which the parcel will be added.

N/A

4. Existing or Proposed servicing information regarding the subject land.

(complete each section)

Severed

Retained

► 4.1 Dimensions	Frontage (m) (# of ft x .3048)	F 26.17 R 24.38	F 20.19 R 18.28
	Depth (m) (# of ft. x .3048)	53.94/44.48	36.04/44.48
► 4.2 Use of Property	Area (ha.) (# of acres x .4047)		
	Existing Use(s)	VACANT	VACANT
► 4.3 Buildings or Structures	Proposed Use(s)	RESIDENTIAL	RESIDENTIAL
	Existing	N/A	N/A
► 4.4 Access (✓ appropriate space)	Proposed	SINGLE FAMILY HOMES	SINGLE FAMILY HOME
	Provincial Highway (secondary or primary)		
► 4.5 Water Supply (✓ appropriate space)	Municipal Road (maintained all year)	COLONIZATION ROAD	COLONIZATION ROAD
	Municipal Road (seasonally maintained)		
► 4.6 Sewage Disposal (✓ appropriate space)	Other Public Road	FIRST STREET	
	Right of Way		LANE
► 4.7 Other Services (✓ if service is available)	Publicly owned & operated piped water system	YES	YES
	Privately owned & operated individual well		
	Privately owned & operated communal well		
	Lake or other water body		
	Other means		
	Publicly owned & operated sanitary sewage system	YES	YES
	Privately owned & operated individual septic tank*		
	Privately owned & operated communal septic system		
	Privy		
	Other means		
	*A certificate of approval from the local Health Unit or Ministry of the Environment and Energy submitted with this application will facilitate the review.		
	Electricity	YES FFPC	YES FFPC
	School Bussing		
	Garbage Collection		

- 4.8 If access to the subject land is by private road, or if "other public road" or "right of way" was indicated in section 4.4 above, indicate who owns the land or road, who is responsible for its maintenance and whether it is maintained seasonally or all year.

N/A

5. Land Use

- 5.1 What is the existing Official Plan designation(s), if any of the subject land? Living Area
- 5.2 What is the zoning, if any, of the subject land? R2 RESIDENTIAL SINGLE FAMILY
- 5.3 Are any of the following uses or features on or adjacent to the subject land. (4appropriate boxes if any apply)

Use or Feature	On subject land	Adjacent to subject land
An agricultural operation	NO	NO
A landfill	NO	NO
An industrial or commercial use (specify uses)	NO	NO
An active railway line	NO	NO
A Municipal Airport	NO	NO

6. History of the Subject Land

- 6.1 Has the subject land ever been the subject of an application for approval of a plan of subdivision or consent under the **Planning Act**?
☐ Yes ☒ No ☐ Unknown
If **Yes**, and if **known**, provide the Ministry or Municipal Application file number and the decision made on the application
- 6.2 If this application is a re-submission of a previous consent application, describe how it has been changed from the original application.
- 6.3 Has any land been severed from the parcel originally acquired by the owner of the subject land?
☒ No ☐ Yes
If **yes**, provide for each parcel severed the date of transfer, the name of the transferee and the land use.

7. Current Applications

- 7.1 Is the subject land currently the subject of a proposed Official plan or Official Plan amendment, Zoning By-Law amendment, a minister's zoning order, a minor variance, an approval or a plan of subdivision or a consent?
☐ Yes ☒ No ☐ Unknown
If **yes** and if **known**, specify the appropriate file number and status of the application.

11. Notice of Collection – Municipal Freedom of Information and Protection of Privacy Act

- 11.1 Personal information collected on this form is collected under the authority of the *Planning Act*, R.S.O. 1990 as amended, and will be used to assist in making a decision on this matter. All names, addresses, opinions and comments will be made available for public disclosure. Questions regarding the Municipal Freedom of Information and Protection of Privacy Act should be forwarded to: Town Clerk, c/o Town of Fort Frances, 320 Portage Avenue, Fort Frances, Ontario P9A 3P9, Telephone (807) 274-5323, Ext. 236.

12. Owner's Authorization and Consent

- 12.1 This form must be used in all cases where individual(s) are being authorized on behalf of the owner to file an application and to act on behalf of the owner of property that is the subject of the application. Some instances where this authorization will be required are: where a solicitor is acting for an owner; where an agent is acting for an owner; where one owner is acting on behalf of other joint owners; where one owner with a percentage interest in a property is acting for other owners with a whole or percentage interest in a property; where a single spouse only has signed the application. Anyone having an interest in the property must provide a signed authorization. This form, or separate individual copies of this form must be appended to and duly executed by any and all owners of the property that is the subject of this application.

Authorization to Applicant and Consent to Use and Disclosure of Personal Information

I, _____ of the _____ of _____ in the _____ of _____ am the owner of the land that is the subject of this application and, as evidenced by my signature below, I hereby authorize _____ to make this application on my behalf and further to provide any of my personal information that will be included in this application or collected during the processing of the application.

Date

Signature of Owner

A File Number will be assigned by the Secretary for the Committee of Adjustment, which will be used in all communication.

Applicant's Checklist: Have you remembers to attach

- ☐ 12 copies of completed application form
- ☐ 12 copies of sketch
- ☐ 2 copies of Certificate of Approval from Northwestern Health Unit or Ministry of Environment and Energy (if applicable)
- ☐ Payment of \$450.00 by cash certified cheque or money order

Forward to: Town of Fort Frances
Committee of Adjustment
320 Portage Avenue
Fort Frances, On P9A 3P9

8. Sketch

- 8.1 The application shall be accompanied by a sketch showing the information indicated below . Mandatory information MUST be included on the sketch. Other information must be provided if it applies to the subject property.
- The boundaries and dimensions of the subject land, the part that is to be severed and the part to be retained.
 - The existing zoning use(s) on adjacent lands AND names of property owners for abutting property.
 - The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or a right of way.
 - ☐ The location of all land previously severed from the parcel originally acquired by the current owner of the subject land
 - ☐ The approximate location of all natural and artificial features on the subject land and adjacent lands that in the opinion of the applicant, may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic systems.
 - ☐ The boundaries and dimensions of any land owned by the owner of the subject land and that abuts the subject land
 - ☐ The distance between the subject land and the nearest township lot line or landmark, such as a railway crossing or bridge
 - ☐ The location and nature of any easement affecting the subject land.

9. Other Information

- 9.1 Is there any other information that you think may be useful to the Committee of Adjustments for the Township or other agencies in reviewing this application? If so, explain below or attach a separate sheet.
- SPLIT OF PROPERTY MERGED AS A RESULT OF PURCHASE BY ONE OWNER

10. Signature and Statutory Declaration

- 10.1 Signature and Statutory Declaration of Applicant

I, ROY AVIS of the TOWN of FORT FRANCES

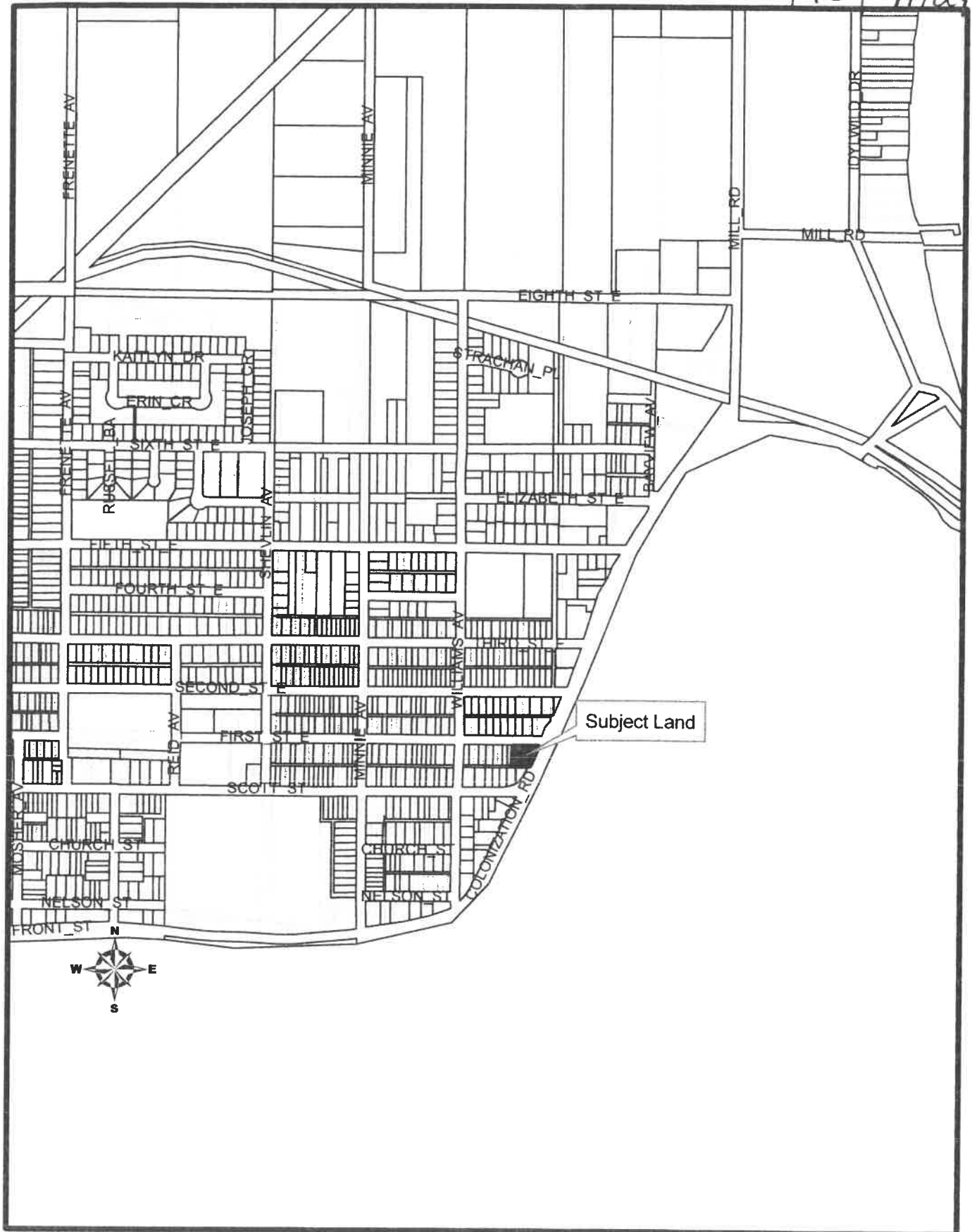
In the DISTRICT of RAINY RIVER, make oath and say OR solemnly declare that the
al of the above statements contained herein and all exhibits and supporting documentation submitted and attached
hereto are true, and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the
same force and effect as if made under oath.

Sworn/Declared before me at the Town of Fort
Frances, in the District of Rainy River, this 3/4
day of May, 2006

QUEENIE TREPTAL, A.M.C.T.
CLERK
Commissioner for Oaths, etc.
CLERK OF THE TOWN OF FORT FRANCES
COMMISSIONER FOR AFFIDAVITS & OATHS

[Signature]

Applicant



WILLIAMS



Attachment B

BUILDING PERMIT APPRAISAL

CHECKED BY: JULIE M. CRICHTON DATE: JUNE 15, 2006

ADDRESS (of new construction): 523 COLONIZATION ROAD EAST

NAME (of developer): ROY AUIS

DEVELOPMENT/SUBDIVISION: N/A

1. EXISTING SANITARY SEWER MAIN DEPTH: 2.0m - 200 ϕ PVC
2. EXISTING WATERMAIN DEPTH: 2.8m - 150 ϕ PVC
3. EXISTING STORM SEWER MAIN DEPTH: \pm 1.8m - 600 ϕ CMP
4. EXISTING CONNECTIONS TO PROPERTY: Sewer ☒ Water ☒ Storm ☐

APPLICATION MUST BE MADE TO THE TOWN OF FORT FRANCES FOR EACH OF THE FOLLOWING, IF APPLICABLE. ALL CONNECTIONS WILL BE MADE BY THE TOWN OF FORT FRANCES AT THE DEVELOPERS COST. FORMS FOR EACH MUST BE FILLED OUT AND SIGNED BY THE DEVELOPER BEFORE A BUILDING PERMIT IS ISSUED.

5. SANITARY SEWER CONNECTION: EXISTING - 150 ϕ PVC
6. WATER SERVICE CONNECTION: EXISTING - 19 ϕ COPPER
7. STORM SEWER CONNECTION: BY-LAW - CONNECTION TO BE APPLIED FOR @ PW.
8. PRIVATE CROSSING - CULVERT N/A
9. PRIVATE CROSSING - CONCRETE: THE NEW CONCRETE CROSSING DOES NOT MATCH THE LOCATION OF DRIVEWAY ON THE SITE PLAN.
10. WEEPING TILE PUMP DISCHARGE (where): OF SURFACE OR TO STORM SEWER IF CONNECTION IS MADE
11. BUILDING GRADE - ELEVATION IF SHOWN ON PLAN: TO BE SET BY PW.
12. ROAD TYPE: ASPHALT - URBAN RESIDENTIAL
13. DITCH OR CURB & GUTTER: CL & G
14. SWALES: AT SIDE YARDS.
15. COMMENTS: A LITTLE CONFUSION ON THE ADDRESS - ALL PREVIOUS APPLICATIONS

SIGNATURE: Julie M. Crichton

HAVE BEEN ADDRESSED AS 515/525 COLONIZATION ROAD EAST. NOT 523 COLONIZATION ROAD WEST. PLEASE CONFIRM.

* AN EASEMENT FOR 515 COL. RD. E. SERVICES 7.0m IS REQUIRED TO BE REGISTERED. SERVICE MUST BE PAID FOR AT TIME OF CONNECTION.

Application for a Permit to Construct or Demolish

This form is authorized under the Building Code Sentence 2.4.1.1A.(2).

For use by Principal Authority	
Application number:	Permit number (if different):
Date received: 2006 JUNE 9	Roll number: 3-6-130

Application submitted to: **TOWN OF PORT FRANCES**
(Name of municipality, upper-tier municipality, board of health or conservation authority)

A. Project information			
Building number, street name	523 COLONIZATION RD W	Unit number	Lot/con.
Municipality	PT FRANCES	Postal code	Plan number/other description 5M158
Project value est. \$	220,000	Area of work (m ²)	220
B. Applicant			
Applicant is:		<input type="checkbox"/> Owner or <input type="checkbox"/> Authorized agent of owner	
Last name	AVIS	First name	ROY
Street address		Corporation or partnership	1058876 ONT LTD
600 Kings Hwy		Unit number	Lot/con.
Municipality	PT FRANCES	Postal code	Province ONT.
Telephone number	807-274 7751	Fax	Cell number
()	()	()	()

C. Owner (if different from applicant)			
Last name	First name	Corporation or partnership	
Street address		Unit number	Lot/con.
Municipality	Postal code	Province	E-mail
Telephone number	Fax	Cell number	
()	()	()	

D. Builder (optional)			
Last name	First name	Corporation or partnership (if applicable)	
Street address		Unit number	Lot/con.
Municipality	Postal code	Province	E-mail
Telephone number	Fax	Cell number	
()	()	()	

E. Purpose of application	
<input checked="" type="checkbox"/> New construction <input type="checkbox"/> Addition to an existing building <input type="checkbox"/> Alteration/repair <input type="checkbox"/> Demolition <input type="checkbox"/> Conditional Permit	

Proposed use of building	Current use of building
RESIDENCE	
Description of proposed work	
CONSTRUCT NEW RESIDENCE AS PER PLANS SUBMITTED.	

F. Tarion Warranty Corporation (Ontario New Home Warranty Program)	
i. Is proposed construction for a new home as defined in the Ontario New Home Warranties Plan Act? If no, go to section G.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ii. Is registration required under the Ontario New Home Warranties Plan Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. If yes to (ii) provide registration number(s):	

G. Attachments

- i. Attach documents establishing compliance with applicable law as set out in Article 1.1.3.3.
- ii. Attach Schedule 1 for each individual who reviews and takes responsibility for design activities.
- iii. Attach Schedule 2 where application is to construct on-site, install or repair a sewage system.
- iv. Attach types and quantities of plans and specifications for the proposed construction or demolition that are prescribed by the by-law, resolution, or regulation of the municipality, upper-tier municipality, board of health or conservation authority to which this application is made.

H. Declaration of applicant

I Roy AVIS _____ certify that:
(print name)

1. The information contained in this application, attached schedules, attached plans and specifications, and other attached documentation is true to the best of my knowledge.
2. I have authority to bind the corporation or partnership (if applicable).

2006 JUNE 9

Date

Signature of applicant

Personal information contained in this form and schedules is collected under the authority of subsection 8(1.1) of the *Building Code Act, 1992*, and will be used in the administration and enforcement of the *Building Code Act, 1992*. Questions about the collection of personal information may be addressed to: a) the Chief Building Official of the municipality or upper-tier municipality to which this application is being made; or, b) the inspector having the powers and duties of a chief building official in relation to sewage systems or plumbing for an upper-tier municipality, board of health or conservation authority to whom this application is made, or, c) Director, Building and Development Branch, Ministry of Municipal Affairs and Housing 777 Bay St., 2nd Floor, Toronto, M5C 2E5 (416) 585-6666.

I have reviewed the attached application for zoning compliance and determined it to be:

compliant ☒ non-compliant ☐

Additional information below ☐ attached ☐

13 June 06
Date

N. F. Platt
N. F. Platt, Municipal Planner
Town of Fort Frances

- ☐ - Exceeds Lot Coverage
☐ - Does not meet - Front ☐ Side ☐ Rear ☐
☐ - Other - _____
☐ - Minor Variance
Required ☐ Granted ☐ (File # _____)

I have reviewed the attached application and drawings:

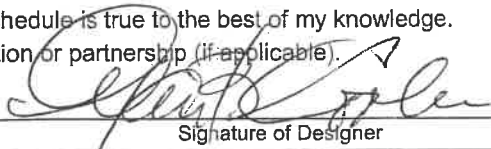
Additional information attached ☒

2006-06-15
Date

Julie M. Crichton
Julie M. Crichton, Engineering
Town of Fort Frances

Schedule 1: Designer Information

Use one form for each individual who reviews and takes responsibility for design activities with respect to the project.

A. Project Information															
Building number, street name Colonization Road		Unit no.	Lot/con. Lot 20												
Municipality Fort Frances	Postal code	Plan number/ other description 48R-2071													
B. Individual who reviews and takes responsibility for design activities															
Name Alan B. Cooke, C.E.T.		Firm Northern Home Designs													
Street address 316 Longbow Street		Unit no.	Lot/con.												
Municipality Thunder Bay	Postal code P7G 1K3	Province Ontario	E-mail NorthernHomeDesigns@Shaw.ca												
Telephone number (807) 344-4567	Fax number (807) 344-4567	Cell number (807) 621-1609													
C. Design activities undertaken by individual identified in Section B. [Building Code Table 2.20.2.1]															
<table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> House</td> <td><input type="checkbox"/> HVAC – House</td> <td><input checked="" type="checkbox"/> Building Structural</td> </tr> <tr> <td><input checked="" type="checkbox"/> Small Buildings</td> <td><input type="checkbox"/> Building Services</td> <td><input type="checkbox"/> Plumbing – House</td> </tr> <tr> <td><input type="checkbox"/> Large Buildings</td> <td><input type="checkbox"/> Detection, Lighting and Power</td> <td><input type="checkbox"/> Plumbing – All Buildings</td> </tr> <tr> <td><input type="checkbox"/> Complex Buildings</td> <td><input type="checkbox"/> Fire Protection</td> <td><input type="checkbox"/> On-site Sewage Systems</td> </tr> </table>				<input checked="" type="checkbox"/> House	<input type="checkbox"/> HVAC – House	<input checked="" type="checkbox"/> Building Structural	<input checked="" type="checkbox"/> Small Buildings	<input type="checkbox"/> Building Services	<input type="checkbox"/> Plumbing – House	<input type="checkbox"/> Large Buildings	<input type="checkbox"/> Detection, Lighting and Power	<input type="checkbox"/> Plumbing – All Buildings	<input type="checkbox"/> Complex Buildings	<input type="checkbox"/> Fire Protection	<input type="checkbox"/> On-site Sewage Systems
<input checked="" type="checkbox"/> House	<input type="checkbox"/> HVAC – House	<input checked="" type="checkbox"/> Building Structural													
<input checked="" type="checkbox"/> Small Buildings	<input type="checkbox"/> Building Services	<input type="checkbox"/> Plumbing – House													
<input type="checkbox"/> Large Buildings	<input type="checkbox"/> Detection, Lighting and Power	<input type="checkbox"/> Plumbing – All Buildings													
<input type="checkbox"/> Complex Buildings	<input type="checkbox"/> Fire Protection	<input type="checkbox"/> On-site Sewage Systems													
Description of designer's work Residential House Design.															
D. Declaration of Designer															
I, <u>Alan B. Cooke, C.E.T.</u> declare that (choose one as appropriate): (print name)															
<input checked="" type="checkbox"/> I review and take responsibility for the design work on behalf of a firm registered under subsection 2.17.4. of the Building Code. I am qualified, and the firm is registered, in the appropriate classes/categories. Individual BCIN: <u>20258</u> Firm BCIN: <u>27286</u>															
<input type="checkbox"/> I review and take responsibility for the design work and am qualified in the appropriate category as an "other designer" under subsection 2.17.5. of the Building Code. Individual BCIN: _____ Basis for exemption from registration: _____															
<input type="checkbox"/> The design work is exempt from the registration and qualification requirements of the Building Code. Basis for exemption from registration and qualification: _____															
I certify that:															
1. The information contained in this schedule is true to the best of my knowledge.															
2. I have authority to bind the corporation or partnership (if applicable).															
May 21, 2006		 Signature of Designer													
Date															

*For the purposes of this form, "individual" means the "person" referred to in Clause 2.17.4.7.(1)(d), Article 2.17.5.1. and all other persons who are exempt from qualification under Subsections 2.17.4. and 2.17.5.

NOTE:

1. Firm and Individual BCIN numbers are not required for building permit applications submitted prior to January 1, 2006
2. Schedule 1 does not need to be completed by architects, or holders of a Certificate of Practice or a Temporary License under the *Architects Act*.

Attachment C

Applicant: 1058876 Ontario Inc.
File No.: B1/2006
Property Address: 515-523 Colonization Rd. E.

Date of Decision: 19 June 2006
Date of Notice: 23 June 2006
Last Date for Appeal: 13 July 2006

NOTICE OF DECISION

On Application for Consent Subsection 53(17) of the Planning Act

Pursuant to Section 50(3)(f) or 53(1) of The Planning Act, the Committee of Adjustments for the Town of Fort Frances did, on the date referenced above, grant provisional consent to the Application as referenced above in respect of land in the subject land. A certified copy of the decision is attached.

When and How to File a Notice of Appeal:

Pursuant to section 53(19) of The Planning Act, you have twenty (20) days from the date of this Notice to file an appeal with the Ontario Municipal Board. The last date for filing a Notice of Appeal is noted above.

The Notice of Appeal must be filed with the Municipal Clerk or the Secretary-Treasurer of the Town of Fort Frances Committee of Adjustment at the address shown below and it must,

- (1) set out the reasons for the appeal, and
- (2) be accompanied by the fee prescribed under the Ontario Municipal Board Act in the amount of \$125.00, payable to the Minister of Finance, Province of Ontario.

Person – Appeal Limitations:

Only individuals, corporations or public bodies may appeal decisions in respect of applications for consent to the Ontario Municipal Board. An unincorporated association or group may not file a Notice of Appeal. However, a Notice of Appeal may be filed on behalf of the association or group in the name of an individual who is a member of the association.

Notice of Changes to Conditions:

You will be entitled to receive notice of any changes to the conditions of the provisional consent if you make a written request to be notified of changes to the conditions of approval of the provisional consent.

Other Related Applications:

The subject land is also the subject of an Application under the Planning Act for:

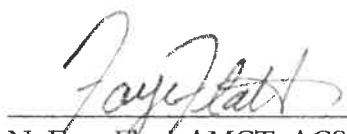
- ☐ An Official Plan Amendment
- ☐ A Zoning By-Law Amendment
- ☐ A Minor Variance

Additional Information:

Additional information about the application is available for public inspection between the hours of 8:30 and 4:30 at the Office of the Secretary-Treasurer for the Committee of Adjustment.

Address for Service of Committee of Adjustment for Town of Fort Frances:

Town of Fort Frances
Committee of Adjustments
320 Portage Avenue
Fort Frances, On P9A 3P9
Telephone: (807) 274-5323 (ex. 275)



N. Faye Platt, AMCT, ACST
Secretary-Treasurer

TOWN OF FORT FRANCES
320 Portage Avenue, Fort Frances, On P9A 3P9
COMMITTEE OF ADJUSTMENT DECISION

Application No.
B1 /2006

IN THE MATTER OF an Application under Section 53 of the Planning Act for Consent.

Date of Hearing 19 June 2006	Date of Decision 19 June 2006
Property Owner: 1058876 Ontario Inc.	Address of Property 515-523 Colonization Road East
Location of Property: (legal description) Severed - Part of River Range Lot 20 and the North 80 feet of Lot 3 Plan SM-158 Retained - Part of River Range Lot 20 and the South part of Lot 3 Plan SM-158 designated as part 4 on plan 48R-2071	
This is an Application to: Sever the property known as 523 Colonization Road East from that known as 515 Colonization Road East that merged as a result of common ownership as a result of a purchase.	

WE, the undersigned, in making the decision upon this application for consent, in addition to other matters, have had regard to the matters that are to be had regard to under subsection 50(4) of the Planning Act, 1983 and, having considered whether a plan of subdivision of the land in accordance with section 49 of the said Act is necessary for the property and orderly development of the municipality concur in the decision, conditions and reasons below and made on the date first written above.

DECISION:

That the above application is hereby: Denied: ☐ Approved: ☒

Subject to the following Conditions:

As attached ☒ None ☐

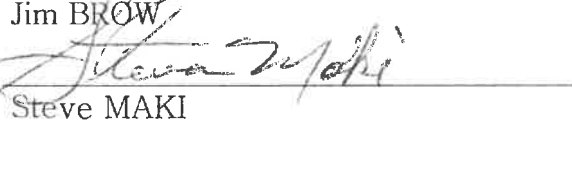
CONCURRING MEMBERS:

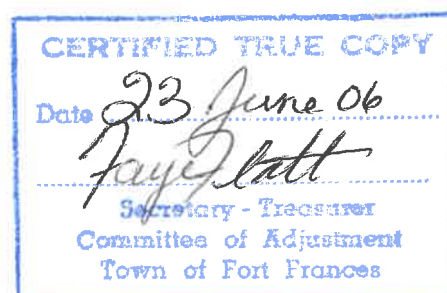

Dan BELLEUZ


Doug KITOWSKI


Bill MARTIN


Jim BROW


Steve MAKI



THE FOLLOWING CONDITIONS APPLY TO THE DECISION RELATIVE TO FILE B1/2006 AS ATTACHED.

1. That evidence that all current and outstanding taxes to date of Consent are paid in full.
2. That a proper legal description of the property being severed be provided to the Municipal Planner either by way of reference plan deposited and bearing the seal of the Land Registrar, Letter of Exemption from the Land Registrar.
3. That the Municipal Planner be provided with an appropriate legal description, including PIN number to clearly identify the severed property to be included in the Certificate of Official.
4. That the applicant provide, at no cost to the Municipality, an easement, 7 metres wide as required by the Operations and Facilities Division for municipal services to service the retained property known as 515 Colonization Road East.

WARNING:

**ALL CONDITIONS MUST BE FULFILLED WITHIN ONE YEAR OF THE DATE
OF THE GIVING OF THE NOTICE OF DECISION, FAILING WHICH THIS
APPLICATION SHALL THEREUPON BE DEEMED TO BE REFUSED**

Section 53(41), The Planning Act, R.S.O. 1990

THE FOLLOWING NOTES ARE INCLUDED FOR THE BENEFIT OF THE APPLICANT:

- A. The property owner is responsible for payment of the sum of \$6,434.78 to cover the cost of the two water and sanitary sewer services to the properties.

August 4, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Boundary Road Lift Station Upgrade

In the 2021 Capital budget Council allocated funds for the upgrades of the control systems in Boundary Road Lift Station. This is the first of a multi year upgrade plan for all of the Town's lift stations as they are all of similar vintage and are all approaching end of life.

Attached is a report from Mr. Craig Miller, P.Eng. outlining the upgrade planned at the Boundary Road Lift Station. Due to the nature of this type of work and the relationship that has been developed with Lakeside on the operation and maintenance of the control systems at the wastewater and water treatment plant, it only made sense to transition the lift stations to the same control system. As a result, a tender would not be useful as Lakeside is a proprietary system and in accordance with section 4.0 D iv of the procurement policy, there were not 2 possible sources.

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

1. The process control system in the Boundary Road Lift Station be upgraded to Delta – V by Lakeside Process Controls
2. That the funding shortfall be funded by the Wastewater Treatment Plant Miscellaneous Capital Upgrades Budget.

Respectfully Submitted



Travis Rob, P.Eng

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

- 1. The process control system in the Boundary Road Lift Station be upgraded to Delta – V by Lakeside Process Controls**
- 2. That the funding shortfall be funded by the Wastewater Treatment Plant Miscellaneous Capital Upgrades Budget.**

Manager of Operations and Facilities

July 29, 2021

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

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

SUBJECT: Boundary Lift Station PLC Upgrade

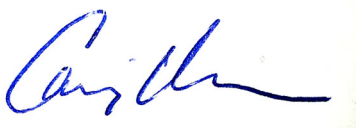
The Town of Fort Frances (through our partnership with OCWA) operate and maintain wastewater lift stations throughout the Town. Each of these lift stations are controlled by a programmable logic controller (PLC). The installed PLC's are early to mid 1990's vintage and do not match the PLC's used at the Wastewater Treatment Plant or the Water Treatment Plant. Accordingly, the Town's long-range financial plan and takes into account the need to upgrade the controls at the lift stations to match the PLC's used in both of our Treatment Plants – Delta V. This year, the Boundary Lift Station has been selected to undergo the first upgrade.

Lakeside Process Controls has provided a quotation of \$67,548 to complete this upgrade. The 2021 budgeted amount for this upgrade is \$64,800. The difference of \$2,748 would be taken from the Wastewater Treatment Plant Miscellaneous Capital Upgrades Budget.

The Town of Fort Frances and Lakeside Process Controls have a long-term maintenance agreement for support of our Water and Wastewater control systems. Further, Lakeside Process Controls is the sole source of Delta V control systems by Emerson Process Controls. We have a very good relationship with Lakeside Process Controls and they provide us with excellent support.

It is my recommendation that the Town of Fort Frances engage Lakeside Process Controls to upgrade the PLC controls at the Boundary Lift Station per Proposal #42877, dated June 9, 2021.

Respectfully submitted,



Craig Miller, P.Eng.
Environmental Superintendent

August 4, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Geospatial Data Share Agreement with Scatliff + Miller + Murray, KGS Group and Compass Leadership

Please find attached a report prepared by Trisha Law, GIS Expert outlining all the background information and the request from the Scatliff + Miller + Murray, KGS Group, Compass Leadership for certain portions of the Town's Geospatial Data

The Town has entered into an agreement with Scatliff + Miller + Murray partnered with KGS Group and Compass Leadership for the completion of a planning study focused on the redevelopment of the former Resolute Mill Site. SMM, KGS and Compass Leadership have requested that the costs associated for the data being requested, as outlined in the 2021 User Fee By-Law be waived as the firms are using the data to complete work for the Town.

The O & F executive committee recommends the following:

1. That the Town enter into a geospatial data license agreement with Scatliff + Miller + Murray, KGS Group and Compass Leadership to obtain the Town's GIS data to assist in the completion of the Planning Study for which they are retained.
2. That the associated fees relating to the data as outlined in the User Fee By-Law be waived, and
3. That the Mayor and Clerk be authorized execute the agreements on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng.

Manager of Operations and Facilities

The O & F executive committee recommends the following:

- 1. That the Town enter into a geospatial data license agreement with Scatliff + Miller + Murray, KGS Group and Compass Leadership to obtain the Town's GIS data to assist in the completion of the Planning Study for which they are retained.**
- 2. That the associated fees relating to the data as outlined in the User Fee By-Law be waived, and**
- 3. That the Mayor and Clerk be authorized execute the agreements on behalf of the Corporation.**

July 28, 2021.

Report To: Travis Rob, O&F Manager

From: Trish Law, GIS Expert

SUBJECT: Data Request Scatliff + Miller + Murray (SMM); KGS Group and Compass Leadership

On July 27th, 2021 I was contacted by Wes Paetkau of Scatliff + Miller + Murray (SMM) via email for access to the Town's Geospatial Data. SMM, working in conjunction with KGS Group and Compass Leadership have been retained by Rainy River Future Development Corp and 2670568 Ontario Ltd, under a joint venture operating as Aazhogan Renewal for developing the former Resolute Forest Products mill properties. As such, SMM is requested the Town's GIS data for use in the creation of a revitalization plans of the subject lands. A letter dated July 28, 2021 from Tom Janzen, Principal Planner of SMM was received asking for the GIS data (shapefiles and aerial photograph) to be granted at zero cost. As SMM is working with KGS Group and Compass Leadership, the three companies will all require access to the Town's GIS data, with SMM acting as the primary data holder. Separate Geospatial Data Share Agreements were received from each of the three companies.

The data currently being requested from the Town's geospatial data share agreement for use is storm mains, catch basins, storm manholes, road centerlines, basemap with addresses, water mains, hydrants, valves, sanitary manholes, sanitary mains and aerial imagery. The cost of the layers requested is 10 @ 306.05 plus HST for vector data and \$1223.85 plus HST for the 2007 aerial photograph as per the current User Fee Schedule.

For references purposes, this is a listing of current Geospatial License Agreements with the Town:

- Ministry of Natural Resources (2009, 2010) - \$0 data exchange
- Union Gas (2009) - \$0 data exchange
- Rainy River District OPP (2009) - \$0 through Community Services
- Centra Transmission Holdings Inc./EFG (2010) - paid \$1071.00 (including HST)
- Hilderman Thomas Frank Cram (2010) - \$0 working for TOFF
- Hynde Paul Planners/Quartek (2010) - \$0 working for TOFF
- KGS Group, Winnipeg (2010) - \$0 working for TOFF
- Neegan Burnside (2011) - paid \$3809.68 (including HST)
- rePlan (2014) - \$0 fees waived for newGold development
- Vastamaki Consulting Service (2014) - \$0 working for FFPC
- Saulteaux Consulting and Engineering (2014) - \$0 working for FFPC
- Rainy River District Stewardship (2015) - \$0 tree inventory
- Rainy River District School Board (2015) - \$0 partner for tree inventory
- GISbiz (2016) - \$0 working for FFPC

- TBAYTEL/Telecon - paid \$639.40 (including HST)
- Fire Underwriters (2017) - \$0 request approved by Council
- OPP (2018) - \$0 request approved by Council
- Infratech Services (2019) - \$0 request approved by Council, working for TOFF
- Fire Underwriters Survey - \$0 request approved by Council
- Telecon (2019) - \$337.98 (including HST)
- Hilderman Thomas Frank Cram (2020) - \$0 request approved by Council, working for TOFF
- Hatch (2021) - \$0 request, approved by Council, working for TOFF
- Computational Hydraulics Inc. (2021) - \$0 request, approved by Council, working for TOFF
- TBT Engineering Limited (2021) - \$0 request, approved by Council, working for TOFF

After consideration of this request, I recommend the Town entering into a Geospatial Data License Agreement with Scatliff + Miller + Murray, KGS Group and Compass Leadership.

Respectively Submitted,



Trisha Law, MGIS
GIS Expert

July 28, 2021

Attn: Trish Law, BSc., M. GIS

GIS Expert

Town of Fort Frances

320 Portage Avenue

Fort Frances, ON P9A 3P9

**RE: STRATEGIC PLANNING SERVICES
FORMER FORT FRANCES MILL PROPERTIES
TOWN OF FORT FRANCES, ON
GEOSPATIAL DATA LICENSE AGREEMENT + LETTER OF INTENT**

Dear Ms. Law,

Further to our recent correspondence, Scatliff + Miller + Murray, in association with KGS Group and Compass Leadership, have been retained to advance the revitalization of the former Resolute pulp and paper mill properties in the Town of Fort Frances (Town). 2670568 Ontario Ltd. acquired the subject lands with the intent to redevelop the property in joint venture with Rainy River First Nations. This joint venture operates as Aazhogan Renewal. The Town and Aazhogan Renewal have agreed to work together through an Advisory Committee to undertake this project.

In essence, the project is a blueprint for the property and surrounding area that will represent the community's values, and provide the necessary guidance to implement a vision for the future. As such, our five-month work plan will involve workshops with Aazhogan Renewal, the Advisory Committee and Town staff, the development of conceptual plans for the subject lands and a presentation of our final report to Town Council. The concept plans, in particular, will be multi-faceted by:

- Providing the right mix and densities of land use nodes that reflect the highest and best use of the subject lands and support a productive local economy;
- Designing infrastructure that saves energy, produces less waste, eliminates unnecessary capital costs, reduces maintenance and replacement costs, and closely aligns with projected offsetting cost-benefit factors;
- Enabling active and sustainable transportation options;
- Creating healthy and inclusive spaces for people to be social, active, and to share and engage in cultural experiences; and
- Confirming the required amendments to the Town's Official Plan, Zoning By-Law and other pertinent planning documents in order to support the future development of the subject lands.

Our strategic planning and design efforts must be informed by an in-depth understanding of the interplay between – as well as the attributes and constraints involving – land development forces, economic development, infrastructure, community relationships, and policy regarding the property and surrounding area. With this in mind and pursuant to the enclosed Geospatial Data License Agreement, we are requesting that the Town share all of its Geospatial data for the property and surrounding area (extending up to and including the adjacent block of lands and roads to the north, east and west) with Scatliff + Miller + Murray as the lead consulting firm on this project. Please be assured that we will access, review and use the information provided only with our team partners (KGS Group and Compass Leadership) and only for the purposes of our strategic planning and design efforts on this project. Furthermore, and given the role of the Town on this project, we are requesting that this data be provided at no cost to Scatliff + Miller + Murray.

We wish to thank the Town for considering our request. We also look forward to collaborating further with the Town on developing a proactive and visionary response to the former Resolute pulp and paper mill properties that reflects the evolving needs and priorities of the community.

If you have any immediate questions regarding the enclosed, please contact me at 204.898.8494 or via email at tjanzen@scatliff.ca.

Sincerely,

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

Tom Janzen, M.Sc.PI, MCIP, RPP, LEED AP
Principal

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 28 day of 07 2021
(Day) (Month) (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
("The Town of Fort Frances")

- and -

SCATLIFF + MILLER + MURRAY
("Licensee")

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.

2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. **Licensed data:** All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.

4. **Maintenance:** The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.

5. **Reserved Rights:** The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.

6. **Copyright:** Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.

7. **Warranty:** The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.

8. **Data Delivery:** Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).

9. **Fees:** The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

Town of Fort Frances

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

***Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.*

LICENSEE

By (Signature):  _____

I have the authorization to bind the Corporation

Position/Title: Senior Planner signing on behalf of Principal

Name (Print): Wes Paetkau on behalf of Tom Janzen

Date: July 28, 2021

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

DATA LICENSE INFORMATION:

Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007 .ecw format only)

Data Requested:

Infrastructure data for the former Resolute pulp and paper mill property and surrounding area (extending up to and including the adjacent block of lands and roads to the north, east and west), specifically: Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines; base map (with addresses), aerial photography (colour, April 2007 .ecw format).

Data Delivery Type:

☐ CD (mail) ☒ Digital transfer (email) ☐ hard copy (paper)

Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.

2021 Fee Schedule:

Given the role of the Town on this project, the data is requested to be provided at no cost to Scatliff + Miller + Murray

Hard Copy Maps: 8 ½" X 11" - \$6.15; 11" X 17" - \$12.20; 24" X 36" \$30.60

2007 Digital Aerial Photography: \$1223.85 (.ecw format only)

Shapefiles: \$306.05 per infrastructure shapefile layer

\$306.05 – base map (property lines and address numbers only)

*prices do not include applicable H.S.T.

July 29, 2021

Attn: Trish Law, BSc., M. GIS
GIS Expert
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

**RE: STRATEGIC PLANNING SERVICES
FORMER FORT FRANCES MILL PROPERTIES
TOWN OF FORT FRANCES, ON
GEOSPATIAL DATA LICENSE AGREEMENTS: KGS GROUP
COMPASS LEADERSHIP**

Dear Ms. Law,

Further to our recent correspondence and as requested, please find enclosed the executed Geospatial Data License Agreements from KGS Group and Compass Leadership in support of the project referenced above. For ease of reference, we have also attached our supporting Letter of Intent on this matter, which was emailed to you on July 28, 2021.

If you have any immediate questions regarding the enclosed, please contact me at 204.898.8494 or via email at tjanzen@scatliff.ca.

Sincerely,



Tom Janzen, M.Sc.PI, MCIP, RPP, LEED AP
Principal

Encl.

cc: Burton Mikolayenko, B.Sc., P.Eng., Municipal Engineer, KGS Group
Ian McCormack, RPF, CEC, Principal, Compass Leadership
Geoff Gillon, Executive Director, Rainy River Future Development Corporation

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 29th day of July 20 21
(Day) (Month) (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
("The Town of Fort Frances")

- and -

KONTZAMANIS GRAUMANN SMITH MACMILLAN INC.
("Licensee")

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.

2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. **Licensed data:** All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.
4. **Maintenance:** The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.
5. **Reserved Rights:** The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.
6. **Copyright:** Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.
7. **Warranty:** The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.
8. **Data Delivery:** Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).
9. **Fees:** The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

Town of Fort Frances

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

***Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.*

LICENSEE

By (Signature): _____ 

I have the authorization to bind the Corporation

Position/Title: Associate Principal

Name (Print): Adam Pawlikewich

Date: July 29, 2021

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

DATA LICENSE INFORMATION:

Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007 .ecw format only)

Data Requested:

Infrastructure data for the former Resolute pulp and paper mill property and surrounding area (extending up to and including the adjacent block of lands and roads to the north, east and west), specifically: Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines; base map (with addresses), aerial photography (colour, April 2007 .ecw format).

Data to be shared with and between the consulting team led by Scatliff + Miller + Murray (SMM), pursuant to SMM's pending Geospatial Data License Agreement with the Town and supporting letter of intent, dated July 28, 2021 (attached).

Data Delivery Type:

☐ CD (mail) ☒ Digital transfer (email) ☐ hard copy (paper)

Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.

2021 Fee Schedule:

Given the role of the Town on this project, the data is requested to be provided at no cost to KGS Group.

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 29 day of July 2021
(Day) (Month) (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
("The Town of Fort Frances")

- and -

COMPASS LEADERSHIP
("Licensee")

(1928020 Mario Avel)

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.

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6. **Copyright:** Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.

7. **Warranty:** The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.

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16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

Town of Fort Frances

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

*****Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.***

LICENSEE

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: President / Partner

Name (Print): Jon McCormack

Date: July 29 2021

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

DATA LICENSE INFORMATION:

Data Available:

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Given the role of the Town on this project, the data is requested to be provided at no cost to Compass Leadership.

Hard Copy Maps: 8 ½" X 11" - \$6.15; 11" X 17" - \$12.20; 24" X 36" \$30.60

2007 Digital Aerial Photography: \$1223.85 (.ecw format only)

Shapefiles: \$306.05 per infrastructure shapefile layer
\$306.05 – base map (property lines and address numbers only)

*prices do not include applicable H.S.T.

August 4, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Entering into a new service agreement with Automotive Materials Stewardship

Over the past two years, as the transition of the Hazardous and Special Waste regulation to full producer responsibility was set in regulation, funding agencies that fund portions of our annual hazardous waste events have brought forward amending agreements to ensure that there is no stoppage in service into transition.

Attached to this report you will find a new Services Agreement with Automotive Materials Stewardship which has developed themselves as a Producer Responsibility Organization (PRO) for waste oil containers, filters, coolant and coolant containers. Unlike the new Blue Box regulation, Hazardous Waste will likely maintain a very similar process for event-based programs such as ours with similar entities that currently fund portions of our program being setup as PRO's as we have seen with Automotive Materials Stewardship.

The new service agreement will come into force starting October 1, 2021 and terminate the current agreement. This signifies the transition date for all Hazardous Waste programs in the province and will fall after our 2021 event.

It is the recommendation of the Operations and Facilities Executive Committee that the Town of Fort Frances enter into a new Services Agreement with Automotive Materials Stewardship for the provision of portions of our Hazardous Waste Event services per the agreement and further that an authorizing by-law be prepared for the Mayor and Clerk to execute the agreement on behalf of the corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the Town of Fort Frances enter into a new Services Agreement with Automotive Materials Stewardship for the provision of portions of our Hazardous Waste Event services per the agreement and further that an authorizing by-law be prepared for the Mayor and Clerk to execute the agreement on behalf of the corporation.

Manager of Operations and Facilities



July 22, 2021

Dear Municipal and First Nation partner:

AMS is pleased to provide the **attached Services Agreement** for Municipal and First Nation Automotive Materials Services that will **take effect October 1, 2021**, when we begin operating as a Producer Responsibility Organization (PRO).

As a PRO, AMS is inviting your participation in its robust collection and processing network that will enable producer compliance for **recycling antifreeze, oil containers and oil filters** under Ontario's new [Hazardous and Special Products \(HSP\) Regulation](#). AMS is required to revise its current agreements with producers and service providers to comply with the HSP Regulation.

The attached Services Agreement includes various minor changes from your current agreement with AMS. The **financial terms are unchanged**. Please note:

- Execution of the new Services Agreement will terminate all prior agreements and amendments as per section 22.1.
- If a new Services Agreement is not executed by October 1, 2021, the current Services Agreements will terminate automatically as a result of this notice as per Section 19.3 effective 90 days from the date of this letter.

Please review the agreement and ensure your information is complete and accurate before signing. A digitally signed copy or a scan of the original signed copy of the agreement is preferred and can be emailed to operations@autostewardship.ca – mailing a **hard copy is not required**.

If you have any questions about the Services Agreement or you wish to decline the offer to participate in the AMS PRO, please contact Scott Krysa (skrysa@cssalliance.ca) or Drew Berketo (dberketo@cssalliance.ca).

AMS values the relationships that have been established with our service provider partners since we began operating in 2017. We look forward to continuing to work together to provide safe and efficient management of automotive HSP.

MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of October, 2021 (the “**Effective Date**”).

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. (“AMS”)

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES (“COLLECTOR”)

collectively, the “Parties”

Reporting Contract #: _____ *(completed by AMS)*

WHEREAS:

- A. AMS will be offering services as a producer responsibility organization (“**PRO**”) under the Hazardous and Special Products Regulation (“**HSP Regulation**”) made under the *Resource Recovery and Circular Economy Act, 2016* (the “**RRCEA**”) (collectively, the “**AMS Program**”).
- B. As a PRO, AMS is establishing a collection and management system for HSP consisting of antifreeze (including antifreeze containers less than 30 litres), oil containers, and/or oil filters (collectively, “**Automotive Hazardous and Special Products**” or “**Automotive HSP**”) as more particularly defined below.
- C. AMS and Collector wish to enter into an agreement concerning the provision of services by the Collector to AMS concerning Automotive HSP.

NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in the RRCEA or the HSP Regulation or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
 - (b) **“Automotive HSP”** means one or more of the following as defined under the Regulation:
 - (i) **“Oil Container”** means a container that is used for the supply of new lubricating oil and that has a capacity of 30 litres or less;
 - (ii) **“Oil Filter”** means a fluid filter, other than a gasoline filter, and includes,
 - a. a spin-on style filter or element-style fluid filter that is sold separately or as part of a product, that is used in hydraulic, transmission or internal combustion engine applications,
 - b. a filter used for oil, diesel fuel, storage tank fuel, coolant, household furnace fuel, and
 - c. a sump type automatic transmission filter
 - (iii) **“Antifreeze”** means a product containing ethylene or propylene glycol that is used or intended for use as a vehicle engine coolant and includes,
 - a. the initial antifreeze supplied with a new vehicle, and
 - b. antifreeze that is premixed and concentrated.

“Antifreeze” includes the product’s primary packaging where that packaging is less than 30 litres.

 - (c) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
 - (d) **“Claims Submission”** means submission to AMS of data required to validate claim for payment;
 - (e) **“Collection Services”** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Collector, for the purpose of receiving, classifying, packing, storing and transferring Automotive HSP onto transportation vehicles, including the manifesting of the Automotive HSP prior to transportation from the Event or Depot;

- (f) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Collector for receiving Automotive HSP from the public and transferring to Haulers for processing or recycling;
- (g) **“Diversion Report”** means invoices, Automotive Material tonnage reports, or other such documents in the form and format specified by AMS as may reasonably be required from time to time for the validation of Claims Submissions;
- (h) **“Event”** means a one-day or other collection event, operated by or on behalf of a Collector to collect, pack, transport, weigh, and process Automotive HSP from the public;
- (i) **“FOB”** means free on board;
- (j) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (k) **“Hauler”** means a Service Provider that transports collected Automotive HSP to a Processor;
- (l) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (m) **“Material Management Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (n) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “C” as amended by AMS from time to time;
- (o) **“Post-Collection Services”** means the management of Automotive HSP after transfer of such Automotive HSP to a Hauler FOB the Event or Depot location, including but not limited to transportation of Automotive HSP from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (p) **“Processor”** means a Service Provider that processes collected Automotive HSP;
- (q) **“Service Provider”** means a Hauler and/or Processor, approved by AMS as posted in a secure location on the AMS website accessible to Collector, that provides Material Management Services to AMS or the Collector as the case may be; and
- (r) **“WeRecycle Portal”** means AMS’s online system for uploading Claims Submissions.

2.0 Material Management Services

- 2.1. This Agreement is for three different service location types for the provision of Material Management Services by the Collector to AMS. These are as follows:

(a) Depot

- (i) The Collector or the Collector's Service Provider provides Depot Collection Services for Automotive HSP. AMS pays the Collector an hourly rate for the Collection Services of Automotive HSP.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by approved AMS hauler.
- (iii) Depots must accept, at a minimum, all types of HSP that are in the same category as that type of HSP as defined in the Regulation.
- (iv) Depots must accept from a person, at a minimum, up to 25 kilograms per day of each type of Automotive HSP.
- (v) If a Depot accepts more than 50 kilograms of Automotive HSP from a person on a single day, Collector shall make reasonable efforts to record the person's name, contact information, any unique identifier assigned by the Registrar and the weight of Automotive HSP accepted.

(b) Event

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP. The Collector may combine Events with other activities, including collection of non-Automotive HSP. AMS pays the Collector a cost per tonne of Automotive HSP as per Schedule "B" for the Collection and Post-Collection Services.
- (ii) An Event must accept antifreeze, oil containers and oil filters.
- (iii) An Event must operate for a minimum of four (4) consecutive hours.

(c) Event (and transportation to Depot)

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP and transports the collected Automotive HSP to a Depot. AMS pays the Collector a cost per tonne.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by an approved AMS Hauler.

For the purpose of this Agreement, AMS and the Collector have agreed that the service location types marked with an "X" below will be the ones under which the Collector will provide Material Management Services to AMS.

☐ Depot

☒ Event

- ☐ Event (and transportation to Depot)

- 2.2. AMS and Collector may agree in writing at any time to change the service location type under which Collector is providing Material Management Services to AMS herein to the other service location type listed or to add another service location type and this Agreement shall be deemed to have been amended accordingly.

3.0 Price and Payment

3.1. Price

- (a) Material Management Services – Depot. AMS will pay for Material Management Services provided by the Collector as follows:
- (i) AMS will pay the Collector the hourly rate as set out in Schedule “B” for the Total Reimbursable Hours of Operation as specified in Schedule “A” for the Collection Services.
 - (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Depots.
- (b) Material Management Services - Event. AMS will pay for Material Management Services provided by the Collector as follows:
- (i) AMS will pay the Collector an amount per tonne as set out in Schedule “B” for the Collection Services and Post-Collection Services for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.
- (c) Material Management Services – Event (and transportation to Depot). AMS will pay for Material Management Services provided by the Collector as follows:
- (i) AMS will pay the Collector an amount per tonne as set out in Schedule “B” for the Collection Services and transportation of Automotive HSP to a Depot for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.
 - (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Events and transported to Depots.

3.2. Payment

(a) Material Management Services – Depot.

- (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the end of each calendar month.

(b) Material Management Services - Event.

- (i) To receive payment for Event Collection Services and Post-Collection Services, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the Diversion Report(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

(c) Material Management Services – Event (and transportation to Depot).

- (i) To receive payment for Event Collection Services and transportation of Automotive HSP to a Depot, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related manifest(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the manifest(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

3.3. Collector will provide any additional back-up/supporting information reasonably requested by AMS to verify the accuracy of the Claims Submissions from time to time.

3.4. The Collector will not charge residential Generators of Automotive HSP for collection of Automotive HSP at its Depots or Events.

3.5. Late Submission Penalties

- (a) AMS may reduce amounts payable under Claims Submissions which are not submitted to AMS within the time periods set out in section 3.2 (b) and (c) by five (5%) per cent per month.
- (b) AMS will have no responsibility to pay and Collector will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by AMS by January 31 of the following calendar year.

4.0 Supplemental Reporting

In addition to all other reporting requirements in this Agreement, Collector will provide information to AMS as required to satisfy AMS' reporting obligations to the Authority in the Regulation and the Hazardous and Special Products Verification and Audit Procedure document, each of which can be found on the Government of Ontario and the Authority websites respectively. AMS will make no more than two (2) requests per calendar year.

5.0 Facility Access and Audit Rights

- 5.1. Collector will grant AMS (or its authorized representative) or the Authority access to Collector's Depots used in the provision of Material Management Services to monitor Collector's performance in the delivery of Material Management Services. Such access will be during normal business hours and on a minimum of 48 hours' notice.
- 5.2. AMS or its representative will have the right to perform composition audits of Automotive HSP in the possession or control of the Collector and to review any documentation or other work product resulting from Material Management Services ("Audit Rights") at AMS' expense.
- 5.3. Collector will co-operate with AMS to allow AMS or its representative, to exercise its Audit Rights, and make reasonable efforts to provide access to adequate, indoor space and weighing devices, if available, at Collector's facilities at no charge to AMS.
- 5.4. All parties acting on behalf of AMS are bound by strict confidentiality agreements.

6.0 Term

- 6.1. This Agreement will commence on the Effective Date and its initial term will continue until December 31, 2022. This Agreement will automatically renew for successive one (1) year terms unless or until it is terminated in accordance with this Agreement. The initial term and any such additional term or terms are herein referred to as the "Term".

7.0 Exclusivity

- 7.1 The Collector will collect Automotive HSP exclusively on behalf of AMS and not for any other entity. In particular, Collector agrees not to enter into any other collection agreement for Automotive HSP with another producer responsibility organization or producer.

8.0 Title and Compliance with Laws

- 8.1. Title to all Automotive HSP collected by Collector at Events and Depots will belong to Collector from the time of collection until transfer of the collected Automotive HSP to an approved Hauler. At no time will AMS have title to Automotive HSP unless handled directly by AMS employees. Any contract entered into between Collector and a Service Provider for Automotive HSP must provide that title transfers to the Service Provider.
 - (a) Notwithstanding the foregoing, if the Collector operates a reuse program for any Automotive HSP, title to the Automotive HSP being reused shall transfer to Collector one (1) second prior to being given to the person or entity requesting it for reuse purposes.

- 8.2. In performing Material Management Services hereunder, Collector represents and warrants that it will at all times, and will require its Service Providers to, have all Certificates of Approval (also known as an Environmental Compliance Approval), and any other approvals required and that it will otherwise comply at all times and require its Service Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

9.0 AMS Policies, Standards and Guidelines

- 9.1. Collector will at all times comply with the HSP Regulation and the HSP Verification and Audit Procedure document as applicable.
- 9.2. AMS may develop from time to time, policies, standards and guidelines relative to the provision of Material Management Services or make amendments thereto.
- 9.3. The AMS Waste Packing Standards in effect at the time of entering into this Agreement are included in Schedule "C" for convenience.
- 9.4. Collector will use best efforts to comply with, and will require that any of its contractors supplying Material Management Services use best efforts to comply with the provisions of all such policies, standards and guidelines as they pertain to the provision of Material Management Services. AMS will communicate any new or amended such policies, standards and guidelines to Collector via email.
- 9.5. Collector may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Collector provides such written notice either Party may exercise the termination provisions of 22.5(b).

10.0 Promotion and Education

- 10.1. Promotion and education of the proper end of life management of Automotive HSP is essential. The Collector will work cooperatively with AMS in undertaking such promotion and education activities with respect to Automotive HSP and collection of the Automotive HSP by the Collector as may be reasonably requested by AMS from time to time.
- 10.2. If a Collector provides Material Management Services for an Event or an Event (and transportation to Depot), the Collector will promote each Event in the local municipality, territorial district or First Nations community where it will be held for at least one week prior to the date of the Event using a combination of two or more forms of media, including but not limited to:
- local print publications
 - local print media
 - local radio
 - local signage, or
 - social media.

Collector will submit a report to AMS in a form and format specified by AMS that indicates how the Collector promoted each Event.

- 10.3. The Collector must submit to AMS draft copies of all publications that make use of AMS trademarks and logos for approval, which AMS may withhold for any reason.
- 10.4. The Collector, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Automotive Materials Stewardship or any brand owned or used under license by AMS.

11.0 Indemnity and Insurance

- 11.1. Each party (the “Indemnifying Party”) hereby indemnifies and saves harmless the other party (the “Indemnified Party”) on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 11.2. The Collector will, during the Term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Collector’s or Service Provider’s expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Collector can self-insure.
- 11.3. The Comprehensive General Liability policy of insurance referred to in this section will include AMS as an additional insured.
- 11.4. Unless the Collector wholly self-insures, the Collector will deliver a copy of Certificate(s) of Insurance maintained by the Collector or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Collector or Service Provider’s insurance, naming AMS as an additional insured with the following language:

“Automotive Materials Stewardship and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing.”

If the Collector wholly self-insures, the Collector will deliver a letter stating such self-insurance to AMS upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 11.5. The Certificate(s) of Insurance, referred to in subsection 11.4, must also provide that AMS will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

12.0 Assignment

- 12.1. The Collector may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of AMS.
- 12.2. Notwithstanding subsection 12.1, the Collector may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, AMS:
- (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
 - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
 - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended.

13.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either AMS or the Collector will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to AMS will be delivered to:

Operations Officer
Automotive Materials Stewardship
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6

Email: operations@autostewardship.ca

Notices to the Collector will be delivered to:

Travis Rob, Manager of Operations and Facilities
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

Email: trob@fortfrances.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge

to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

14.0 No Partnership or Joint Venture

- 14.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Collector will be an independent Collector.

15.0 Severability

- 15.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

16.0 Amendment and Waivers

- 16.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

17.0 Further Acts

- 17.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

18.0 No Third Party Beneficiaries

- 18.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

19.0 Counterparts and Facsimile

- 19.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

20.0 Force Majeure

- 20.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of

such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

21.0 Dispute Resolution

- 21.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, the Resource Productivity and Recovery Authority may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

22.0 Termination

- 22.1. Upon execution of this Agreement by the Collector and acceptance by AMS, any prior agreement between the same Collector and AMS is automatically terminated with immediate effect, except for the provisions in the prior agreement which are expressly stated as surviving termination.
- 22.2. If, in the reasonable opinion of either party, there has been a breach of this Agreement (which, in the case of a Collector, includes the Collector's compliance with the policies, standards, and guidelines described in section 9.0) by the other party (the "defaulting party"), the Collector or AMS (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 22.3. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 22.4. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 22.2 & 22.5, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.

- 22.5. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
- (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
 - (b) the Collector provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by AMS as per section 9.0; or
 - (c) the Collector fails to keep the terms of this Agreement confidential as per section 29.0, in such instances only AMS may terminate this agreement; or
 - (d) a receiver or trustee is appointed for any part of the assets of AMS; or
 - (e) AMS ceased to provide services as a PRO.

23.0 Survival

- 23.1. Articles 11, 22.3 and 29 of this Agreement will survive termination or expiry and continue in full force and effect.

24.0 Additional Conditions

- 24.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

25.0 Entire Agreement

- 25.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

26.0 Headings for Convenience Only

- 26.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

27.0 Governing Law

- 27.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

28.0 Legislation References

- 28.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference

thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

29.0 Confidentiality

- 29.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Collector will at all times treat Schedule "B" and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, Collector will inform AMS of any request made of Collector under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by AMS to Collector so that AMS will have an opportunity to make representations to Collector with respect to the proposed disclosure.

30.0 Rights and Remedies

- 30.1. The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
 - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
 - (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

31.0 Schedules

- 31.1. Schedules "A" through "C" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

AUTOMOTIVE MATERIALS STEWARDSHIP

by: _____

Name: David Pearce

Title: Operations Officer

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

by: _____

Name:

Title:

by: _____

Name:

Title:

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Agreement to AMS, Collector and the first signatory represent that no additional signatories are required).

SCHEDULE “A” – COLLECTION ACCESSIBILITY SCHEDULES

Collector will collect all Automotive HSP from its residents according to the following Collection Accessibility Schedules.

Depots

Depot Name	Address	Days & Hours of Operation	Operating Season	Operating Hours	Reimbursable Hours
N/A	N/A	N/A	N/A	N/A	N/A
TOTAL REIMBURSABLE HOURS					0

Events

Collector will use commercially reasonable efforts to submit Event Collection Accessibility Schedules in the format below to AMS for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by AMS, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

Event Collection Accessibility Schedule - Example

Event #	Collector	Date	Location	Address	Collection Hours	Service Provider
1	Collector name	Event date	Location name	Full address	ex. 9am - 2pm	SP Name

INITIALLED BY COLLECTOR: _____

SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES

AMS will pay the Collector for Automotive HSP Collection Services as follows:

For Material Management Services – Depot, AMS will pay the Collector the rate of **\$0.00** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For Material Management Services – Event, AMS will pay the Collector a rate of **\$2,200** per tonne of Automotive HSP plus applicable taxes.

For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of **\$0.00** per tonne of Automotive HSP plus applicable taxes.

INITIALLED BY COLLECTOR: _____

SCHEDULE “C” – AMS WASTE PACKING STANDARDS

The following are AMS Waste Packing Standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted in a secure location on the AMS website accessible to Collector.

Waste Packing Protocols

All collection site operators shall:

- 1.1 Pack waste according to the Ministry of the Environment and Climate Change waste classes and AMS Waste Packing Standards as outlined in Appendix A.
- 1.2 Ensure that Automotive HSP are handled and stored as follows:
 - In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.
 - Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area, as applicable;
 - Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
 - Have sufficient space to receive, sort, store and prepare transportation containers for shipment;
 - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
 - Be accessible to transport vehicles for pick-up of Automotive HSP; and
 - Have adequate security measures in place to prevent Automotive HSP from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 1.3 All waste must be packed in an approved UN container and all HSP transported must be contained in accordance with TDGA requirements.
- 1.4 Bulky items must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 1.5 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval Storage Requirements. Waste material collected at event days is an exception since it may not always be possible to fill a transport container of a given waste class to capacity.
- 1.6 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:

- 1.7 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 1.8 Contamination allowances:
- Reasonable efforts must be taken to minimize contamination.
 - The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual transport containers for a given waste class.
 - Contamination levels in transport containers (mis-packed Automotive HSP, non-program wastes as identified in Appendix A) will be monitored by AMS through random sampling. Collection site operators will be required to take corrective action if contamination allowances are exceeded. AMS reserves the right to revoke the collection site's approval status if corrective action is not taken as requested by AMS.

Appendix A – Waste Packing Standards

Please note: Automotive Materials Stewardship requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
1	Antifreeze Bulked – 212 Or Antifreeze Lab Pack – 212	<ul style="list-style-type: none"> • Antifreeze returned in containers with a volume of 30 litres or less. • Antifreeze recovered from vehicles at automotive service centres. 	<ul style="list-style-type: none"> • Plumbing antifreeze; • Vehicle windshield antifreeze; • Product marketed as industrial heat transfer fluid; • Fuel (gasoline & diesel) antifreeze; Lock de-icer; • Air brake antifreeze; • Antifreeze which does not contain ethylene or propylene glycol; • Containers used to deliver Antifreeze with a capacity greater than 30 litres. 	<ul style="list-style-type: none"> • Residential • All IC&I
2	Empty Auto Containers Or Empty Auto Containers - Shredded	<ul style="list-style-type: none"> • Antifreeze containers that are 30 litres or less; • Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil. • Note: Lubricating oil includes: Synthetic crankcase or engine oil; Hydraulic fluid; Polyester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication; Re-refined oil; Electrical insulating oil; Refrigeration system oil; Compressor oil; Mineral heat transfer fluid; Marine engine oil for vessels operating domestically; Metal working oil; Form release oil; Textile oil; Chain oil; Rock drill oil; 2-cycle engine oil; Gasoline / 2-cycle engine oil mixes; Saw guide oil; Drawing, stamping and shaping oil; Process oil; Deducting oil; Marine cylinder oil; Machine tool and sideway lubricant; Natural gas compressor oil; Conveyor lube; Dripless lube; Quenching oil; Pneumatic system oil; Rustproof oil; Food grade white mineral oil. 	Containers from any of the following: Oil treatment; Diesel fuel treatment; Cleaning/flushing fluids for motors/equipment; Winter start fluid; Brake fluid; Undercoating; Penetrating oil; Hydraulic jack oil; 3-in-1 household oil; Aerosol propelled lubricant; Gun oil; Kerosene; Urethane coating; Sewing machine oil; Cooking oil; Windshield washer fluid; Emulsified oil.	<ul style="list-style-type: none"> • Residential • All IC&I

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
3	Oil Filters - 252	<ul style="list-style-type: none"> • Spin-on or element style filters that are used in hydraulic, transmission or internal combustion engine applications; • Diesel fuel filters; • Household furnace fuel filters; • Coolant filters; • Storage tank diesel fuel filters; • Plastic & paper element style filters; • Diesel fuel filters used at retail commercial pump islands 	<ul style="list-style-type: none"> • Gasoline fuel filters; • Air filters (automotive or non-automotive); • Household furnace air filters; • Sock-type filters 	<ul style="list-style-type: none"> • Residential • All IC&I

August 4, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: New Hangar lease for Alex and Gary Kontz

Attached you will find a report from Mr. Tom Batiuk, Airport Supervisor outlining the change in ownership of one of the hangars at the Fort Frances Airport. This ownership change is coming in line with a renewal of a lease agreement for this hangar lot.

Attached you will also find a new lease with the new lessee's information contained.

It is the recommendation of the Operations and Facilities Executive Committee to enter into a hangar lot lease with Alex and Gary Kontz for a 750 square meter lot at the 2021 lot rental rate of \$1.90 per square meter. Further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Respectfully Submitted

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

Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a hangar lot lease with Alex and Gary Kontz for a 750 square meter lot at the 2021 lot rental rate of \$1.90 per square meter. Further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Manager of Operations and Facilities

2021Aug4 Airport Lease Agreement Alex Gary Kontz.docx



2021-07-29

To: Travis Rob, O&F Division Manager

From: Tom Batiuk

Re: Lease change and renewal for Alex and Gary Kontz

Please find attached the renewal lease agreement for Alex and Gary Kontz. This hangar lease was previously related to Hank and Sue Didier and Gary Kontz. Both Hank and Sue are retiring, and they want to be removed from the lease agreement as they sold their interest in the hangar to Gary's son Alex. Please see the attached letters to support this change from both parties. The present lease expired last year and wasn't renewed due to border restrictions and the Covid-19 pandemic. These tenants have been great patrons of the airport for many years now and it is my recommendation to make the lease change and renewal going forward at the private hangar rate for 2021. Please forward for approval with my recommendation.

Kind Regards,

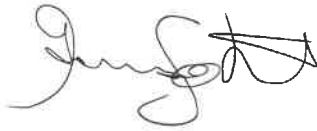
Tom Batiuk
Airport Supervisor

Town of Fort Frances
320 Portage Avenue
Fort Frances Ontario P9A 3P9

6/21/2021

To whom it may concern,

As part of the sale of the Hanger in Fort Frances, I Gary Lee Kontz and I Alex Christopher Kontz wish to take over the lease for the hanger at Fort Frances airport located on Lot B Concession #1 Misscampbell Township. This is mutual with Sue Didier, who is the past leaser of this lot.

A handwritten signature in cursive script, appearing to read 'Gary Lee Kontz'.A handwritten signature in cursive script, appearing to read 'Alex Christopher Kontz'.

Gary Lee Kontz and Alex Christopher Kontz
507-828-7458
6/21/2021

Town of Fort Frances
320 Portage Avenue
Fort Frances Ontario P9A 3P9

6/21/2021

To whom it may concern,

As part of the sale of our share of the Hanger in Fort Frances, I Sue Ann Didier and I Henry Leo Didier would like to transfer my renewal on the lease for the Hanger in Fort Frances, located on Lot B Concession #1 Misscampbell township, to Gary Kontz and Alex Kontz.



Sue Ann Didier and Henry Leo Didier
612-518-4940
6/21/2021

LAND LEASE

FORT FRANCES AIRPORT

2004 May

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THIS INDENTURE made this 1st Day of July, 2021

BETWEEN:

THE CORPORATION OF THE
TOWN OF FORT FRANCES

(hereinafter called
“The Lessor”),

OF THE FIRST PART

- and-

ALEX & GARY KONTZ

(hereinafter called
“The Lessee),

OF THE SECOND PART.

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

ALL AND SINGULAR that parcel of land situated, lying and being comprised, at the Fort Frances Municipal Airport, the said land comprising of approximately 750 square meters more or less, and being more particularly shown on drawing hereto annexed as Schedule “A”.

AND the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

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

ARTICLE 2

PURPOSE

The said leased premises shall be used as a site for (hereinafter referred to as “the said building’)
and the said land shall be used for the construction of a hangar to be used for the storage and
maintenance of a private aircraft and for no other purpose or purposes whatsoever.

ARTICLE 3

TERM

3.01 LENGTH OF TERM

The Lessee shall have and hold the said leased premises, from and after the First (1st) day of July, 2021 for a period of Twenty-Five (25) years and then fully to be completed and ended.

3.02 OVERHOLDING TENANCY

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

3.03 CANCELLATION PRIVILEGE

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

3.04 SURRENDER OF PREMISES

At the expiration or sooner determination of the term of this Lease, the Lessee shall peaceably surrender and yield to the Lessor, in a condition satisfactory to the Lessor, the said land. The Lessee shall thereupon forthwith remove from the said land all chattels, goods, supplies, articles, equipment, materials, effects or things and shall also, to the satisfaction of the Lessor, repair all and every damage and injury occasioned to the premises of the Lessor by reason of such removal or in the performance thereof, but the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatever. Unless required by the Lessor, no chattels, goods, supplies, articles, equipment, materials, effects or things shall be removed from the said land until all rent due or to become due under this lease is fully paid. The Town may, at his option, remove at the risk of and at the cost and expense of the Lessee, the chattels, goods, supplies, articles, equipment, materials, effects or things from the said land and the Lessee shall reimburse the Lessor forthwith upon receipt of appropriate accounts therefore and for any storage charges which may have been or will be incurred by the Lessor as a result of such removal. Where not removed by the Lessee, the Lessor may consider the chattels, goods, supplies, articles, equipment, materials, effects or things to be abandoned, and take title thereto in the name of the Lessor.

3.05 TERMINATION

The parties hereto agree that the Lessee may terminate this Lease Agreement upon giving the Lessor one year's written notice provided such notice will be effective as of the First (1st) day of April in the next year following.

ARTICLE 4

RENT

4.01 RENT

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

- (1) For the term commencing on the 1st day of July, 2021 and ending on the 30th day of June 2026:
- (2) One Thousand Six Hundred Ten dollars and Twenty Five cents (\$1610.25), HST included, (**Calculated at \$1.90 per square meter for a private lot lease times 750 square meters plus HST**) per annum for land rent, payable in advance and, payment of rent shall be made by the Lessee without prior demand by the Lessor, to the Corporation of the Town of Fort Frances and delivered to:

Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9
Attention: Town Clerk
- (3) The land lease rate shall be renegotiated at the end of each Five (5) year term.

4.02 PAYMENT OF RENT

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

4.03 INTEREST ON RENT IN DEFAULT

Without waiving any other right of action of the Lessor in the event of default of payment of rent hereunder, in the even that the Lessee is delinquent after the date above appointed in making the payments required hereunder, the Lessee shall pay interest thereon at the rate of 15 per cent per annum (1.25% per cent per month, compounded), retroactive from the date any such amount is due and payable until paid. In order to reflect prevailing interest rates, the Lessor may review and adjust the interest rate from time to time.

ARTICLE 5

LEASED PREMISES, SERVICES AND IMPROVEMENTS

5.01 “AS IS” CONDITION

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

5.02 ACCESS

- (1) The Lessor, its officer, servants or agents, shall have full and free access for inspection purposes during normal business hours and in the presence of the Lessee or a representative of the Lessee to any and every part of the said leased premises; it being expressly understood and agreed, however, that in cases of emergency, the Lessor, its officer, servants or agents shall at all times and for all purposes have full and free access to the said leased premises.
- (2) Subject as in this Lease provided, the Lessee shall have quiet possession of the said land, and the right of ingress and egress over the airport roadways subject to rules and regulations as may be established by the Lessor respecting such use.

5.03 MAINTENANCE OF LEASED AREA

The Lessee shall, at the cost and expense of the Lessee, maintain the landscaping and paved areas on the said land and shall keep the land free of debris and neat and tidy at all times, all to the satisfaction of the Airport Manager.

5.04 ADDITIONAL RIGHTS OF THE TOWN

The Lessor reserves the right to grant licenses, rights of way or privileges to others on, over, under, through or across the said land, provided, however, that such rights of way or privileges will not damage or disrupt permanently the physical facilities of the Lessee, will not impose any cost upon the Lessee, and will not weaken, diminish or impair the security of the Lease.

5.05 SERVICES

- (1) The Lessee shall construct improvement on the said land only in such manner that the surface drainage water on the said land will be discharged into the Lessor's drainage system and plans for the construction of storm drainage services shall be subject to the approval in writing, of the Airport Manager prior to installation of such services, for compatibility with the field drainage channels serving the said land, all at the cost and expense of the Lessee.
- (2) The Lessee shall, at the cost and expense of the Lessee, provide complete and proper arrangements for the adequate sanitary handling and disposal away from the said airport of all trash, garbage and other refuse on or in connection with the Lessee's operations under this Lease, all to the satisfaction of the Airport Manager. Piling of crates, cartons, barrels or other similar items shall not be permitted in a public area on the said airport.
- (3) The Lessee shall be responsible at the cost and expense of the Lessee for making arrangements for all services not supplied by the Lessor, provided, however, that the plans and specifications for installation thereof must be approved by the Airport Manager and the work performed under the supervision of a designated officer of the Airport Manager.

5.06 TEMPORARY SUSPENSION OF SERVICES

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

5.07 REASONABLE USE

The Lessee shall not, during the currency of this lease, do, suffer nor permit to be done any act or thing which may impair, damage or injure the said land, or any part thereof, beyond the damage occasioned by reasonable use, and shall, at the cost and expense of the Lessee, repair and renew in good, sufficient and workmanlike manner all portions of the said land which may at any time by the Lessee be damaged (ordinary wear and tear only excepted) and in the event of the failure on the part of the Lessee to so repair and renew, the Lessee shall indemnify and save harmless the Lessor from all damages, costs and expenses suffered or incurred by the Lessor by reason of such impairment, damage or injury to the extent the Lessee is liable for the same in law, such payment to be made forthwith upon receipt of appropriate accounts therefore.

5.08 NUISANCE

The Lessee shall not do, suffer or permit to be done any act or thing upon or above the said land, which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the said land or to the public generally.

5.09 ENVIRONMENTAL PROTECTION STATUTES

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

5.10 POLICE AND FIRE PROTECTION

The Lessor shall not be responsible for providing fire protection to nor policing of, the said land and any improvements by virtue of this lease agreement.

5.11 FIRE PREVENTION

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

5.12 ADVERTISING

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

5.13 CARE, CUSTODY AND CONTROL OF SUBSTANCES AND MATERIALS

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

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

5.14 INTERCEPTORS

If required by the Airport Manager, grease, oil and sand interceptors shall be provided by the Lessee. All interceptors shall be of a type and capacity approved by the Airport Manager and shall be readily accessible for cleaning and inspection. Such interceptors shall be maintained by the Lessee, at the expense of the Lessee, in continuous, efficient operation at all times.

5.15 REPAIR OF DAMAGE

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

5.16 ERECTION AND MAINTENANCE OF BUILDINGS OR STRUCTURES

- (1) The Lessee shall not construct or erect any additional buildings or other structures on the said land without prior approval of the Lessor.
- (2) The Lessee shall not make any alterations to the said leased premises or facilities or services connected therewith or add any facilities or services, prior to receiving approval from the Airport Manager. The Lessee agrees to make the alterations at the Lessee's cost, in accordance with the requirements, terms and conditions specified and thereafter maintain the said alterations at the cost of the Lessee and to the satisfaction of the Airport Manager.

- (3) If, at any time during the term of the Lease, the Lessee defaults in its obligation of maintaining the said land and improvements, and every one of them, in accordance with the requirements of this Lease, the Airport Manager may give written notice, specifying the respect in which such maintenance is deficient, to the Lessee. If, within fifteen (15) days from the giving of such notice the default specified in such notice has not been remedied or (if the nature of such default reasonably requires more than fifteen (15) days to remedy and make right) the Lessee has not commenced or, having commenced, is not diligently completing the remedying of such default, or if such maintenance is not of a type satisfactory to the Airport Manager, the Lessor may enter upon the said land and improvements and perform such maintenance, at the cost and expense of the Lessee, plus such additional charges as may then be applicable, in accordance with the policies of the Lessor for administration and overhead; it being expressly understood and agreed that the Lessor shall not be under any obligation to perform any maintenance during the term of this Lease.

5.17 VESTING OF REPAIRS, ALTERATIONS, IMPROVEMENTS OR REPLACEMENTS

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

5.18 PAYMENT OF TAXES

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

5.19 COMPLIANCE WITH REGULATIONS

- (1) The Lessee shall in all respects abide by and comply with all applicable lawful rules, regulations and by-laws of the Federal Government, Provincial Government, Municipal Government or any other governing body whatsoever and with all local police, health, or fire regulations or by-laws, in any manner affecting the said leased premises.
- (2) The Lessee shall abide by and comply with all regulations regarding traffic control, airport security, sanitation and all other regulations and directives relative to the management and operation of the said airport.

5.20 BUILDING SPECIFICATIONS

- (1) As of the commencement date of the lease agreement, the Lessee shall have two (2) years to complete construction of the building. If the building has not been completed within the two (2) years, the Lessor will have the option to cancel the lease agreement.
- (2) The building may be a metal or pole construction. The exterior of the building must be metal clad using the colours of white, light blue or forest green. No silver galvanized sheeting will be approved.
- (3) The roof shall be a single pitch design running the full length of the building. No lean-to additions will be allowed unless it is a necessity in order for the Lessee to conduct his/her business.

ARTICLE 6

ASSIGNMENT

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

ARTICLE 7

LIABILITY AND INDEMNITY

7.01 CLAIM OR DEMAND

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

7.02 INDEMNITY

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

ARTICLE 8

INSURANCE

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

ARTICLE 9

DEFAULT AND RE-ENTRY

9.01 DEFAULT AND RE-ENTRY

- (1) It is expressly agreed that:
 - (a) if the Lessee shall be in default in the payment of rent or amounts collectable hereunder as rent, whether lawfully demanded or not, and such default shall continue for a period of 15 days after the rent has become due and payable: or
 - (b) if the Lessee shall be in default of any of its covenants or agreements hereunder (other than its covenant to pay rent or amounts collectable hereunder as rent) and such default shall continue for a period of 30 days (or such longer period as may be reasonably necessary to cure such default considering the nature thereof) after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or
 - (c) if the default set out in the notice given to the Lessee by the Lessor pursuant to paragraph (b) reasonably requires more time to cure than the thirty (30) day period referred to in that paragraph and the Lessee has not commenced remedying or curing the same within this thirty (30) day period or in the opinion of the Lessor fails to diligently complete the same within a reasonable time; or

- (d) if the Lessee shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against it under the Bankruptcy Act, or becoming bankrupt or insolvent shall made application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise shall be taken with a view to the winding-up, dissolution or liquidation of the Lessee; then the current month's rent together with the rent for the three months next ensuing shall immediately become due and payable, if not already paid and at the option of the Lessor the term hereby granted shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter into the said leased premises, or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding.
- (2) Forfeiture of this Lease by the Lessee shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent breach of covenant on the part of the Lessee, and notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of rent suffered by reason of the Lease having been determined prior to the end of the term of this Lease as set out herein and this clause and the rights hereunder shall survive the termination of this Lease whether by act of the parties or by operation of law.

9.02 LIEN

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

ARTICLE 10

GENERAL

10.01 BRIBES

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

10.02 HEADINGS

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

10.03 DIFFERENCES

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

10.04 EFFECT OF LEASE

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

10.05 PROVISIONS SEPARATELY VALID

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

10.06 WAIVER NEGATED

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

10.07 NO IMPLIED OBLIGATIONS

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

10.08 ENTIRE AGREEMENT

This Lease shall be deemed to constitute the entire agreement between the Lessor and the Lessee hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by any party to this Lease.

10.09 SURVEY MONUMENTS

The Lessee shall ensure that all legal or control survey monuments are protected and not disturbed, damaged, or destroyed during any construction or maintenance which may take place on the lands. Should any monuments be disturbed, damaged, or destroyed, the Lessee shall at its expense replace such monuments by a duly qualified Land Surveyor to the satisfaction of the Lessor. The Lessee shall be responsible for all legal and survey work, which may be required in connection with the Lease.

ARTICLE 11

NOTICES

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

To the Lessor: Town Clerk

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

To the Lessee:

Alex & Gary Kontz
1786 County Highway 20
Canby, Minnesota
56220

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

July 30, 2021

Report To: Mayor & Council

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

SUBJECT: June 2021 Drinking Water Systems Monthly Summary Report

Please find attached the June 2021 Summary Report on the drinking water systems, prepared by Greg Wiedenhoeft, Senior WTP Operator.

Your Administration recommends that Operations & Facilities Executive Committee accept the June 2021 report as presented.

Respectfully submitted,
Operations & Facilities Division

Travis Rob, P.Eng.
Manager of Operations & Facilities

Council approval of this report will accept the June 2021 report prior to it being made available to the general public.

c.c. – Craig Miller, P.Eng., Environmental Superintendent
Greg Wiedenhoeft, ORO, Senior WTP Operator

June 2021

**Monthly Summary Report
Water Systems**

**Prepared by: Greg Wiedenhoeft, ORO
Senior Water Treatment Plant Operator**

Dated: July 12, 2021

1) **Introduction:**

This report contains the major maintenance activities and operational events that occurred during the month of June 2021 at the Water Treatment Plant - Water Works # 220000978 and the Airport Groundwater Well Water Works No. 849N7DGE0 (Precedes Airport Groundwater Well Water Works No. 26002736). This information report has been prepared for Council to better understand how the water systems they own and operate are maintained on a monthly basis. Also, this report will assist Council as Directors of the Corporation in exercising its obligation to meet a reasonable Standard of Care as outlined in Section 19 of the Safe Drinking Water Act. The water treatment plant falls under the requirements of Ontario Regulation 170/03 – Drinking Water Systems.

The Airport Small Drinking Water System, System No. 849N7DGE0, was put into service August 01, 2017. The system falls under the requirements of Ontario Regulation 319/08 – Small Drinking Water Systems.

2) **Flow Data:**

Water Treatment Plant: See attached spreadsheet.

Airport Groundwater Well:

Estimated Daily Usage	0.21 m3
Estimated June Usage	6.3 m3

3) **Microbiological (Health Related) Water Analysis - Main Water System No. 220000978:**

Water Treatment Plant (treated): 4 samples taken no adverse results

Water Treatment Plant (raw): 4 samples taken no adverse results

Water Distribution System: 16 samples taken where 25% of samples were tested for heterotrophic plate count (HPC) - no adverse results.

We take microbiological samples on a weekly basis, which includes 1 raw sample, 1 treated sample and 4 distribution samples. The 4 distribution samples are taken at different locations throughout the distribution system.

Water distribution samples taken at the following locations:

1. Hydrant at 902 Phair Ave.	2. 900 Wright Ave.	3. 1227 Fifth St. E.	4. W. Tower
5. 1227 Fifth St. E.	6. 900 Wright Ave.	7. 505 McIrvine Rd.	8. W. Tower
9. 218 Third St. E.	10. 401 King's Hwy	11. 900 Wright Ave.	12. W. Tower
13. 943 Third St. E.	14. 218 Third St. E.	15. 900 Wright Ave.	16. W. Tower

4) Microbiological (Health Related) Water Analysis - Airport Groundwater Well No. 849N7DGE0:

New drinking water system put online August 01, 2017. No treatment required as the Airport groundwater tested negative for bacteria.

The Airport drinking water system is to be sampled and tested for bacteria once every three (3) months in accordance with Section 25 – Microbiological Sampling and Testing of the Small Drinking Water Systems Regulation, O. Reg. 319/08.

Water distribution sample taken June 23, 2021 – no adverse results.

5) Free Available Chlorine Residual (FAC) - Main Water System No. 220000978:

FAC residuals are taken at a minimum daily at both the Water Treatment Plant and within the Water Distribution System.

6) Free Available Chlorine Residual (FAC) - Airport Groundwater Well System No. 849N7DGE0:

New drinking water system put online August 01, 2017. No treatment required as the Airport groundwater well tested negative for bacteria.

7) Maintenance Activities at the WTP:

June 01st -Changed Soda Ash transfer pump

June 03rd -Calibrated distribution chlorine analyzer.
- Cleaned top and bottom tanks on poly unit.
- Cleaned all four (4) check valves on poly unit.

June 04th - Calibrated distribution chlorine analyzer.

June 07th - Calibrated distribution chlorine analyzer.
-Calibrated the Fluoride analyzer.

June 08th - Flushed Finished and Settled water sample pump lines.

June 10th - Cleaned top and bottom tanks on poly unit.
- Cleaned all four (4) check valves on poly unit.

June 16th - Installed a new settled water sample pump.

June 17th - Cleaned top and bottom tanks on poly unit.
- Cleaned all four (4) check valves on poly unit.

June 23rd – Took monthly TSS and Total chlorine samples from filter #4
-Took quarterly samples at the Water Tower, WTP and Airport

June 24th - Calibrated fluoride analyzer.
- Calibrated distribution chlorine analyzer.
- Installed a new finished water sample pump.
- Cleaned top and bottom tanks on poly unit.
- Cleaned all four (4) check valves on poly unit.
- Changed the oil, oil filter and air filters on compressor # 1.

June 25th - Took grab samples off the filters.
-Ran the generator for 1 hour.
- Changed the oil and air filters on compressor # 2.

June 29th – Changed the 9 air filters on the Soda Ash blower.

June 30th - Cleaned the Soda Ash feed line.

8) **Water Complaints:**

- Poor Pressure – 0 complaints.
- Water quality – 1 complaint.
- 1218 Third St. E. **Bad Taste and Smell** – Tasted sample taken from customers tap. No problem found. Customer confirmed problem gone. Advised customer to flush tap and call back if problem persisted. Cl2 was 2.04mg/L

9) **Other Miscellaneous Information:**

June 01st - Checked Media depth in filter # 4.
-started chlorine system at the Tower.

June 02nd – Checked Media depth in filter # 1.
-Cleaned Turbidity probe on filter # 1.

June 03rd -first set of bacti samples on Fifth St. E. (800,900,1000 blk.)
-Changed filters on rooftop AC unit.
-Changed chlorine tank.
-seasonal bacti sample at 401 Nelson

June 4th – Received a skid of poly.

June 07th - Routine micro sample collection.

- Second set of bacti samples on Fifth St. E. (800,900,1000 blk.)

June 09th – First set of bacti samples on Fifth St. E. (1000,1100 blk.)

- First set of bacti samples on Second St. E. (800,900 blk.)

June 10th -Second set of bacti samples on Fifth St. E. (1000,1100 blk.)

- Second set of bacti samples on Second St. E. (800,900 blk.)

- First set of bacti samples on Williams Ave. (1000 blk.)

June 14th - Routine micro sample collection.

- Second set of bacti samples on Williams Ave. (1000 blk.)

- First set of bacti samples on McIrvine Rd. (1000 blk.)

- Received 4 chlorine tanks, sent 4 empties back.

June 15th -Second set of bacti samples on McIrvine Rd. (1000 blk.)

June 21st - Routine micro sample collection.

June 28th - Routine micro sample collection.

June 29th – Received a load of Alum.

10) In order to acknowledge that all levels of responsibility within the Corporation of the Town of Fort Frances have received and reviewed this monthly report, it is necessary to sign-off in the appropriate location below:

- Greg Wiedenhoeft, ORO, Senior WTP Operator: Greg Wiedenhoeft
- Craig Miller, P.Eng. Environmental Superintendent: Craig
- Travis Rob, P.Eng. Manager of Operations & Facilities: Travis Rob
- Doug Brown, P.Eng. CAO: Doug Brown
- Rick Wiedenhoeft, Chair O & F Exec Committee: _____
- June Caul, Mayor: _____
- John McTaggart, Councillor: _____
- Mike Behan, Councillor: _____
- Wendy Brunetta, Councillor: _____
- Doug Judson, Councillor: _____
- Andrew Hallikas, Councillor: _____

Note: Once all signatures have been obtained, the report will be distributed and made available to the public. If you have any questions, please feel free to contact myself or Greg Wiedenhoeft, Senior WTP Operator at 274-2325.

Town of Fort Frances - Water treatment Plant - Water Works # 220000978
Monitoring Record
Jun-21

Operating Data	Units	*MAC	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	Average
		or Range																																
Flow rates																																		
Raw Water	1000 m³	17	4.93	5.16	5.61	5.64	5.55	5.59	5.68	6.36	6.06	6.06	6.06	5.67	6.20	6.37	6.06	6.10	6.12	6.12	5.93	6.05	6.16	5.81	6.10	6.07	6.19	5.95	6.16	6.15	6.42	6.06	178.39	5.95
Peak Instantaneous - Raw Water	l/s	n/a	60.84	60.96	65.74	65.79	65.84	65.89	66.17	70.92	70.78	70.64	70.86	71.49	71.69	71.14	70.99	71.42	71.56	71.47	71.05	70.67	70.81	70.97	71.07	71.15	71.16	71.34	71.47	71.50	71.46	71.33	69.61	
Treated Water	1000 m³	17	3.82	5.12	5.38	5.01	5.11	5.66	5.69	6.34	5.22	4.60	3.92	3.57	4.03	3.95	4.35	5.18	5.51	5.32	4.31	4.25	3.12	3.29	3.65	4.07	4.27	4.42	3.46	4.19	3.65	5.01	135.47	4.52
Peak Instantaneous - Treated Water	l/s	n/a	65.58	108.36	141.82	66.70	119.28	122.21	120.01	125.80	70.82	76.63	66.27	63.87	66.19	63.89	67.17	124.64	127.10	67.34	66.17	64.35	62.90	63.94	63.58	65.95	64.62	66.44	63.82	65.31	63.90	66.64	81.38	
BackWash Water	1000 m³	n/a	0.26	0.28	0.26	0.26	0.28	0.27	0.25	0.00	0.28	0.26	0.26	0.29	0.27	0.26	0.28	0.27	0.25	0.29	0.26	0.26	0.29	0.26	0.25	0.29	0.26	0.26	0.29	0.26	0.26	0.287	7.773	0.259
Fluoride Information																																		
Fluoride Residual - Treated Water	mg/l	0.5 to 0.8	0.67	0.69	0.68	0.69	0.70	0.70	0.60	0.59	0.59	0.60	0.60	0.60	0.63	0.63	0.63	0.63	0.63	0.63	0.64	0.63	0.63	0.60	0.59	0.59	0.59	0.60	0.62	0.62	0.75	0.75		0.64
Turbidity Information																																		
Raw Water	NTU	n/a	1.29	1.24	1.08	1.12	1.14	1.59	1.32	1.47	1.23	1.41	1.34	1.44	1.51	1.54	1.57	1.54	1.60	1.63	1.66	1.57	1.64	1.36	1.51	1.52	1.30	1.35	1.23	1.29	1.50	1.43		1.41
Settled Water	NTU	n/a	0.13	0.11	0.11	0.19	0.12	0.10	0.10	0.10	0.06	0.05	0.09	0.15	0.07	0.14	0.13	0.12	0.11	0.10	0.11	0.11	0.11	0.10	0.06	0.09	0.10	0.11	0.09	0.14	0.12	0.13		0.11
Treated Water	NTU	1	0.01	0.08	0.07	0.06	0.07	0.10	0.09	0.10	0.07	0.05	0.03	0.06	0.05	0.06	0.06	0.09	0.09	0.08	0.09	0.09	0.10	0.02	0.05	0.03	0.07	0.07	0.08	0.08	0.08	0.07		0.07
Other Operating Parameters																																		
pH - Treated Water	no units	6.5 to 8.5	7.13	7.12	7.02	7.02	7.14	7	7.01	6.76	6.90	6.89	6.87	6.87	6.89	6.89	7.11	6.88	7.05	6.91	6.98	6.97	6.91	6.97	7.02	6.99	7.01	6.99	7.00	7.00	6.89	6.90		6.97
pH - Settled water	no units	n/a	6.44	6.33	6.42	6.50	6.53	6.48	6.45	6.41	6.33	6.39	6.38	6.35	6.40	6.46	6.48	6.46	6.50	6.39	6.41	6.39	6.33	6.55	6.58	6.60	6.48	6.36	6.49	6.54	6.33	6.34		6.44
pH - Raw Water	no units	n/a	7.12	6.97	6.92	7.01	7.12	6.96	6.99	6.86	6.76	6.84	6.87	6.84	6.84	6.78	6.81	6.82	6.77	6.85	6.91	6.89	6.85	6.82	6.78	6.74	6.98	6.99	6.77	6.97	6.84	6.81		6.88
FAC - Treated Water	mg/l	0.2 to 4	2.01	2.05	2.27	1.71	2.10	2.24	2.41	2.47	2.41	2.25	2.11	2.03	2.03	2.01	2.15	2.35	2.24	2.28	2.22	2.26	2.31	2.30	2.27	2.31	2.21	2.05	2.04	2.10	2.10	2.29		2.19
Total Chlorine Residual Treated	mg/l	0.3 to 7	2.33	2.34	2.57	2.01	2.48	2.59	2.73	2.68	2.79	2.69	2.49	2.45	2.39	2.46	2.40	2.69	2.56	2.65	2.60	2.66	2.60	2.71	2.67	2.69	2.53	2.56	2.42	2.45	2.53	2.55		2.54
Temperature	°C	15	15.0	15.0	15.0	16.0	16.0	17.00	18.0	18.0	18.0	18.0	18.0	18.0	19.0	19.0	19.0	20.0	20.0	20.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	19.0	19.0	19.0	20.0		18.0	
Fluoride used (Total Daily Consumption)	kg	n/a	15.0	15.0	17.0	16.0	18.0	19.00	20.0	22.0	21.0	21.0	20.0	19.0	20.0	20.0	19.0	19.0	19.0	19.0	17.0	19.0	18.0	18.0	18.0	17.0	19.0	19.0	22.0	22.0	22.0	22.0		572.00
Chlorine used (Total Daily Consumption)	kg	n/a	20.0	21.0	23.0	22.0	25.00	26.0	27.0	31.0	28.0	29.0	29.0	27.0	31.0	30.0	29.0	30.0	29.0	29.0	28.0	29.0	30.0	28.0	29.0	29.0	29.0	28.0	29.0	30.0	30.0	29.0		834.00
Soda Ash (Total Daily Consumption)	kg	n/a	182.4	190.9	207.6	208.7	205.4	206.8	210.2	235.3	224.2	224.2	224.2	209.8	229.4	235.7	224.2	225.7	226.4	226.4	219.4	223.9	227.9	215.0	225.7	224.6	229.0	220.2	227.9	227.6	237.5	224.2	6600.43	220.0
Soda Ash - Dosage	mg/l	n/a	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0	37.0		37.0
Alum residual - (Total Daily Consumption)	kg	n/a	167.6	175.4	190.7	191.8	188.7	190.1	193.1	216.2	206.0	206.0	206.0	192.8	210.8	216.6	206.0	207.4	208.1	208.1	201.6	205.7	209.4	197.5	207.4	206.4	210.5	202.3	209.4	209.1	218.3	206.0		6065.26
Alum residual - Dosage	mg/l	n/a	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0	34.0		34.0
Alum residual - Treated Water	mg/l	0.1	0.03	0.04	0.09	0.09	0.02	0.04	0.02	0.02	0.03	0.03	0.03	0.04	0.01	0.03	0.02	0.01	0.01	0.01	0.01	0.01	0.01	0.02	0.01	0.02	0.05	0.05	0.03	0.05	0.04	0.03		0.03
Poly bags added (25 kg bags)	kg	n/a	0.5							0.5				0.5				0.5		0.5							0.5				0.5			87.5

* MAC - maximum acceptable range

Minimum	Maximum
4.93	6.42
60.84	71.69
3.12	6.34
62.90	141.82

Flow Data JUNE	Units	2019	2020	2021
Total Raw Water	m ³	160760	155620	178390
Raw Maximum Day	m ³	6200	5280	6420
Raw Minimum Day	m ³	4890	4720	4930
Raw Average Daily Consumption	m ³	5190	5020	5950
Total Treated Water	m ³	115440	108720	135470
Treated Water Maximim Day Consumption	m ³	4850	4240	6340
Treated Water Minimim Day Consumption	m ³	2810	3040	3120
Treated Water Average Day Consumption	m ³	3710	3520	4520
Daily Average Per Household Consumption Rate	m ³	0.981	0.930	1.195
* Daily Average Per Person Consumption Rate	m ³	0.465	0.441	0.566
Monthly Averages - Operating Parameters WTP:				
FAC Residual - Treated Water	mg/L	2.24	2.12	2.19
Total Chlorine Residual - Treated Water	mg/L	2.46	2.35	2.54
Aluminum Sulphate - Raw Water	mg/L	35.0	35.0	34.0
Aluminum Sulphate - Treated Water Residual	mg/L	0.03	0.07	0.03
Fluoride - Treated Water	mg/L	0.62	0.75	0.64
Soda Ash - Raw Water	mg/L	35.0	35.0	37.0
pH - Adjusted	mg/L	7.19	6.98	6.97
Temperature	°C	2.0	2.0	18.0
Quantity of Chemical Used:				
Aluminum Sulphate	kg	5626.6	5446.7	6065.26
Polyelectrolyte	kg	75	62.5	87.5
Chlorine Gas	kg	621	617	834
Soda Ash - Used for pH Adjustment	kg	5626.6	5446.7	6600.43
Fluoride	kg	581	693	572

* The Canadian Average is 450 litres (0.45 m³) per day.

* Population is 7986

* Number of Households is 3783

Signature: 
Greg Wiedenhoeft (Jul 28, 2021 13:40 CDT)

Email: gwiedenhoeft@fortfrances.ca

Signature: 

Email: trob@fortfrances.ca

Signature: 

Email: cmiller@fortfrances.ca

Signature: 
Doug Brown (Jul 30, 2021 09:50 CDT)

Email: dbrown@fortfrances.ca












June 2021 WTP Report

Final Audit Report

2021-07-30

Created:	2021-07-28
By:	Craig Miller (cmiller@fortfrances.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXr-oJchMQVmTLpCJjDQK8fxaSq_O7Re

"June 2021 WTP Report" History

-  Document created by Craig Miller (cmiller@fortfrances.ca)
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 Agreement completed.

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July 22, 2021

Town of Fort Frances
320 Portage Avenue
Fort Frances Ontario
P9A 3M5

Attention: Mr. Craig Miller
Environmental Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility
June 2021 Monthly Report**

As per the operating agreement, the attached document is the June 2021 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. Ty Maurice, Senior Operations Manager.

Yours truly,



Kelly Cunningham
Team Lead

For Ty Maurice
Senior Operations Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
June 2021 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 June 2021; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

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

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

LABORATORY

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

JUNE 2021 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD ₅	2.3 mg/L	25 mg/L	15 mg/L	10.7 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	4.3 mg/L	25 mg/L	15 mg/L	20.8 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.12 mg/L	1.0 mg/L	0.9 mg/L	0.57 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	14.65 mg/L 6.33 mg/L					
Total Cl ₂ Residual		<0.01 mg/L (when in use)				
E-Coli		55.7 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 7.2 to 7.4; average pH was 7.4		
Temperature degrees C				Temperatures ranged from 12.0 to 15.0 C; average temperature of effluent was 13.4 C		

Compliance criteria are mandatory requirements of the ECA and performance objectives are a goal to be achieved using best reasonable efforts.

WASTEWATER LIQUID PROCESS

The average daily flow for June was 4811.1 m³/day. This represents 53% of the design average flow. Total treated flow for the month was 144334 m³.

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

MAINTENANCE

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

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain. Rotated belt support bars
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Inspected teacup
- Greased flocculator seal bearing
- Cleaned DO probes
- Hosed and broom swept UV channel
- Replaced shear pin longitudinal collector 2

Pump Stations:

- Ran gensets
- Changed seal water strainers
- Reset the PLC and Milltronics controller at Church Street lift station
- Replaced the White Pine genset battery
- Cut and removed some brush from Church Street lift station

PROCESS AND OPTIMIZATION ISSUES

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 126.4 m³ (12 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 17.4 % TS for the month but slump test results from the landfill site have not been provided.

The Fournier press ran for 131.6 hours in the past month.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

There were no bypass events in the reporting period.

COMMENTS

Plant power consumption for the month was 445 (x 180 multiplier) kWh.
The Fournier press has been operated 703.8 hours in 2021.

REPORTS

ALS – Environmental Analytical Reports (on-file at plant)
Fort Frances WPCP Equipment Run Time Report (on-file at plant)
Bypass Report (on-file at plant as per occurrence)
Incident Report (on-file at plant as per occurrence)

2021 Fort Frances Wastewater

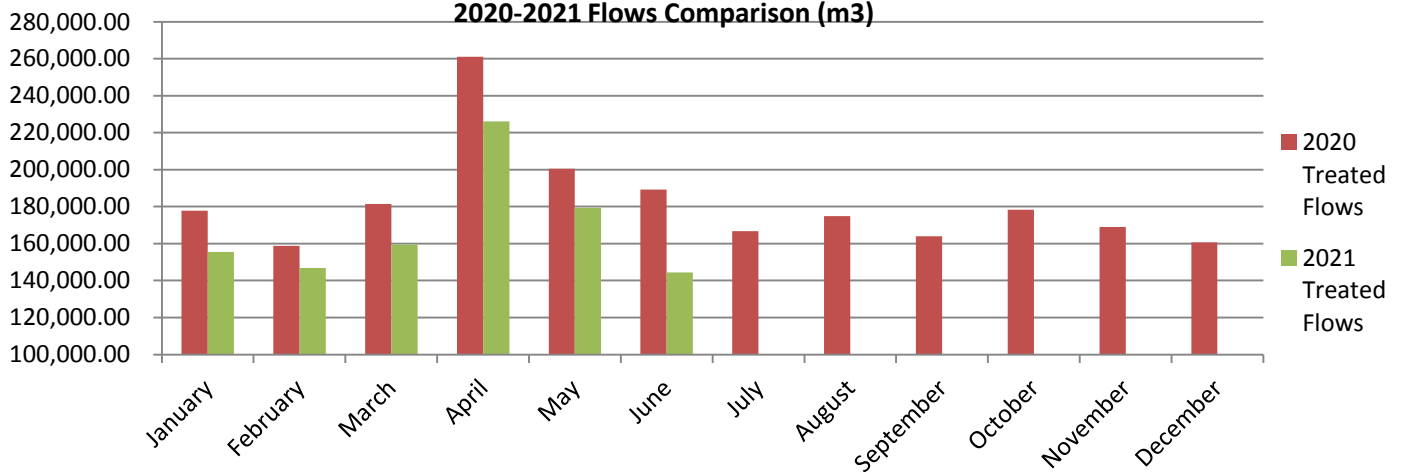
Month	Sewage Flows Year 2020					Usage	Calculated	Sludge	Removal Efficiency	
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	Bins	CBOD5 0.974128102	
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Hauled	Suspended Solids 0.979582536	
	m3	m3	Volume ML	Volume ML	ML		M3		Total Phosphorus 0.965973535	
January	5015.0	5375	155465		155465	56%	134.4	13		
February	5244.0	5551	146883		146883	58%	116.6	11		
March	5141.9	5653	159400		159400	57%	145.6	14		
April	7538.1	11729	226144		226144	84%	125.7	13		
May	5788.8	6607	179453		179453	64%	118.3	11		
June	4811.1	5142	144334		144334	53%	126.4	12		
July						0%				
August						0%				
September						0%				
October						0%				
November						0%				
December						0%				
Sum				0	1011679		767	74		
Average	5590		168613		168613	55%	127.8	12.3		
Max		11729	226144		226144			14		
ECA	9000	18000								

Month	BOD5/CBOD5			Suspended Solids			Total Phosphorus			Nitrogen		E. Coli	pH	
	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Geo Mean	Monthly	Monthly
	BOD (mg/L)	CBOD (mg/L)	CBOD (kg/day)	S.S (mg/L)	S.S (mg/L)	S.S (kg/day)	T.P (mg/L)	T.P (mg/L)	T.P (kg/day)	TKN (mg/L)	Total N (mg/L)	Counts /100ml	Minimum	Maximum
January	123.8	2.2	11.1	196.5	2.5	12.7	2.99	0.07	0.33	26.2	11.8	10.0	6.6	7.0
February	91.0	2.7	14.3	185.9	3.0	15.9	2.79	0.08	0.41	22.7	15.1	10.0	6.6	7.1
March	104.4	3.4	17.6	179.1	3.6	18.5	2.34	0.08	0.40	18.6	15.0	12.5	7.0	7.4
April	91.8	2.5	20.0	160.7	5.0	40.5	2.23	0.08	0.63	15.8	12.6	17.8	7.1	7.5
May	87.6	2.3	13.3	166.1	4.0	23.5	2.34	0.11	0.61	18.0	13.9	22.2	7.2	7.4
June	97.8	2.3	10.7	208.8	4.3	20.8	3.18	0.12	0.57	18.6	14.7	55.7	7.2	7.4
July														
August														
September														
October														
November														
December														
Average	99.4	2.6	14.5	182.9	3.7	22.0	2.65	0.09	0.49	20.0	13.9	21.4	7.0	7.3
Max	123.8	3.4	20.0	208.8	5	40.5	3.18	0.12	0.63	26.2	15.1	55.7	7.2	7.5
ECA		25	225		25	225		1.0	9.0			200	6.0	9.5

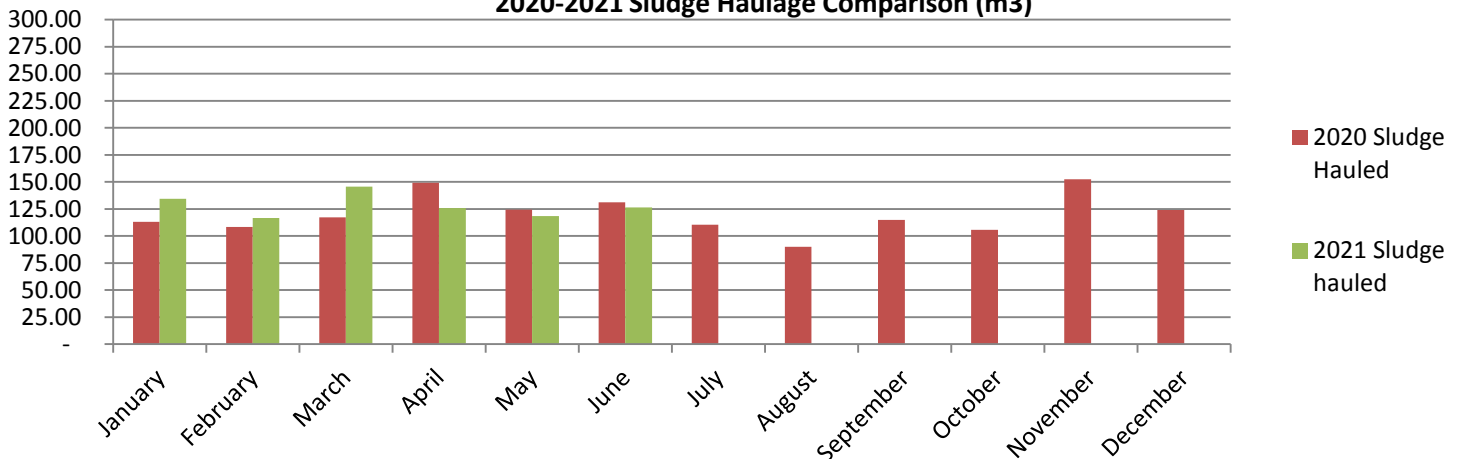
2020-2021 Comparison Chart

Month	2020 Treated Sewage	2021 Treated Sewage	% Variance 2020 to 2021	2020 Hauled Sludge	2021 Hauled Sludge	% Variance 2020 to 2021
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	177,747.00	155,465.00	-14%	113.20	134.40	19%
February	158,832.00	146,883.00	-8%	108.20	116.60	8%
March	181,415.00	159,400.00	-14%	117.10	145.60	24%
April	261,159.00	226,144.00	-15%	149.30	125.70	-16%
May	200,528.00	179,453.00	-12%	124.40	118.30	-5%
June	189,252.00	144,334.00	-31%	131.00	126.40	-4%
July	166,681.00		#DIV/0!	110.50		-100%
August	174,870.00		#DIV/0!	89.90		-100%
September	163,947.00		#DIV/0!	114.80		-100%
October	178,352.00		#DIV/0!	105.80		-100%
November	169,049.00		#DIV/0!	152.50		-100%
December	160,702.00		#DIV/0!	123.90		-100%
Totals	2,182,534.00	1,011,679.00	-116%	1,440.60	767.00	-47%

2020-2021 Flows Comparison (m3)



2020-2021 Sludge Haulage Comparison (m3)



Workorder Summary Report

Report Start Date: Jun 1, 2021 12:00 AM
Report End Date: Jun 30, 2021 11:59 PM
Location: 1103*
Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2283214			1103, Fort Frances WPCP, Facility, Safety Equipment	PM	Health and Safety	1	YEARS	Fire extinguishers annual inspections (1y)	COMP	6/1/21 12:00 AM	6/14/21 06:47 AM	6/14/21 06:47 AM	Fire extinguishers annual inspections (1y) -SPI completed this in April
2308661	0000227376	PANEL ALARM/DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	6/1/21 12:00 AM	6/19/21 11:00 AM	6/19/21 12:00 PM	Dialer Test -We test daily at 11
2308665			1103, Fort Frances WPCP	PM	Refurbish/Replace/Repair	1	MONTHS	Diesel Gensets Inspection/Functional Tests (1m) 1103	COMP	6/1/21 12:00 AM	6/27/21 11:58 AM	6/27/21 11:58 AM	Diesel Gensets Inspection/Functional Tests (1m) 1103 -Replaced battery and exercised White Pine generator on June 25th, ran Fifth Street, Central Avenue and portable Yamaha generators on June 26th KC
2308681			1103, Fort Frances WPCP	PM	Health and Safety	1	YEARS	Fire Protection System Inspection (1y) 1103	COMP	6/1/21 12:00 AM	7/2/21 01:10 PM	7/2/21 01:10 PM	Fire Protection System Inspection (1y) 1103 -SPI completed fire extinguisher inspections in April
2308684			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	6/1/21 12:00 AM	6/19/21 06:30 AM	6/19/21 07:30 AM	Monthly H&S -No issues observed
2309024			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	6/1/21 12:00 AM	6/19/21 07:30 AM	6/19/21 08:30 AM	Blower Maint. -I greased blowers 3,4 and 5
2309034	0000246402	CENTRIFUGE GS2-2-1 TEACUP/GRIT SNAIL	1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting	PM	Inspection	1	MONTHS	Teacup Centrifuge Inspection/Service (1m/3m/1y) 1103	COMP	6/1/21 12:00 AM	6/17/21 10:30 AM	6/17/21 11:30 AM	Teacup Centrifuge Inspection/Service (1m/3m/1y) 1103 -Rotated belt support/wear bars. Drained and hosed snail and lubricated bearings and drive chain
2312727	0000246376	GEAR DRIVE SC 4-2-1	1103, Fort Frances WPCP, Process	CALL	Refurbish/Replace/Repair	0		Collector Failure Call In	COMP		6/3/21 11:45 PM	6/4/21 01:30 AM	Collector Failure Call In -I was called by the auto dialer at 2345 hours June 3, 2021 for a collector failure. I opened a working alone ticket and drove to the plant. When I arrived I acknowledged the alarm on SCADA, replaced the broken shear pin and then restarted the collector.
2313202	0000129847	UPS	1103, Fort Frances WPCP, Facility, Power Distribution, Inverter Panels & DC Battery	CALL	Refurbish/Replace/Repair	0		Plant power failure alarm 1103	COMP		6/6/21 05:34 AM	6/6/21 05:38 AM	Plant power failure -I arrived onsite and restored power.

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS
April 2021

STAFFING

The following table is a breakdown of lost man shifts during the month:

	2020	2021
WSIB	21.00	0.00
WI/LTD	21.00	18.00
SICK DAYS	4.75	7.81
COMPASSIONATE LEAVE	3.00	0.00
FLOATERS	4.50	6.50
VACATION	25.50	10.75
BANKED TIME USED	5.88	7.44
OFF	0.00	0.00
STATUTORY HOLIDAYS	26.00	27.00
TOTAL	111.63	77.50

OVERTIME HOURS

Equivalent Straight Time Hours:

	2020	2021	2020	2021
	April	April	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	2.50	0.00
ENGINEERING	0.00	3.50	0.00	3.50
INTERDEPARTMENTAL	0.00	4.75	10.75	8.75
PRIVATE WORK	0.00	0.00	0.00	21.50
RECYCLE/GARBAGE	0.00	16.00	11.50	30.50
ROADS	3.00	2.25	301.75	154.75
SEWER COLLECTION	8.00	0.00	61.25	20.00
SIDEWALKS	0.00	0.00	57.00	0.00
STORES	0.00	0.00	30.50	37.00
VEHICLE & EQUIPMENT	0.00	0.00	33.00	0.00
WATER TREATMENT PLANT	8.00	8.00	63.00	76.50
WATER DISTRIBUTION	55.75	0.00	111.50	122.25
WATER TOWER	0.00	0.00	0.00	0.00
TOTAL	74.75	34.50	682.75	474.75

TRANSPORTATION REPORT

April 2021

ROADS:

Storm Water Management – Urban

- Clean catchbasins to get water moving
- Repaired storm sewer main at 813 York Avenue on April 27th.
- Repaired storm sewer main on the 200 block of Crowe Avenue.

Storm Water Management - Rural:

Flushed and cleaned culvert ends to get water moving.

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Started initial sweep of all streets and sidewalks on April 5, 2021.
- Started double shift with street sweeper on April 19th. Two ten hour shifts daily from Monday to Thursday.
- Swept all parking lots.

Loose Top Maintenance:

- Graded all loose top roads twice
- Started initial grading of all lanes.

Roadside Maintenance:

- Continued cleaning up debris from winter snow piles at lane entrances.
- Cleaned up brush and debris from along the lane on the 300 block between Third Street and Fourth Street West.
- Removed 33 tree stumps from boulevards around town with the stump grinder.
- Landscape areas where stumps were removed.

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required
- Installed a new parking sign at Einar's on Scott Street
- Changed one of the digital speed sign locations from the west town entrance to the east town entrance.

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 the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Stockpiled Granular A material in yard on April 29th and 30th.

Private Work:

- Vacuum excavated to have gas lines for Armstrongs on Kings Highway on April 20th.
- Vacuum excavated for new footings in power station on Eight Street for FFPC on April 21st.

Sidewalks – Winter:**Sidewalks – Summer:**

- Swept winter sand from all sidewalks
- Swept waterfront sidewalks and bike path once weekly.

Vehicles and Equipment:

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required
- Converted all vehicles and equipment from winter to summer mode.

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.

Interdepartmental:

- Cleaned up weed pile and debris (fire hazard), from along the river bank at Fort Frances Cemetery.
- Supplied backhoe and operator to install electrical services in Erin Crescent (FFPC), April 27th, 28th and 29th.
- Swept Memorial Sports Centre and Library parking lots on April 29th.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:

- Darwin Woods trained Dale Gill on the Street Sweeper April 12th, 13th, 14th and 15th.

Health & Safety:

- A workplace inspection was done at the Public Works Building on April 28th.

Milt Strachan,
Superintendent of Transportation

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS
May 2021

STAFFING

The following table is a breakdown of lost man shifts during the month:

	2020	2021
WSIB	20.00	0.00
WI/LTD	0.00	0.00
SICK DAYS	6.17	12.44
COMPASSIONATE LEAVE	3.00	0.00
FLOATERS	2.00	3.25
VACATION	14.00	17.25
BANKED TIME USED	3.25	11.25
OFF	0.00	0.00
STATUTORY HOLIDAYS	26.00	31.00
TOTAL	74.42	75.19

OVERTIME HOURS

Equivalent Straight Time Hours:

	2020	2021	2020	2021
	May	May	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	2.50	0.00
ENGINEERING	0.00	0.00	0.00	3.50
INTERDEPARTMENTAL	0.00	1.50	10.75	10.25
PRIVATE WORK	0.00	3.75	0.00	25.25
RECYCLE/GARBAGE	0.00	1.50	11.50	32.00
ROADS	2.25	0.00	304.00	154.75
SEWER COLLECTION	4.00	10.25	65.25	30.25
SIDEWALKS	0.00	8.25	57.00	8.25
STORES	8.00	0.00	38.50	37.00
VEHICLE & EQUIPMENT	0.00	0.00	33.00	0.00
WATER TREATMENT PLANT	20.75	20.00	83.75	96.50
WATER DISTRIBUTION	20.00	93.75	131.50	216.00
WATER TOWER	0.00	0.00	0.00	0.00
TOTAL	55.00	139.00	737.75	613.75

TRANSPORTATION REPORT

May 2021

ROADS:

Storm Water Management – Urban

- Cleaned debris from catchbasins during rainy weather.

Storm Water Management - Rural:

Cleaned up garbage and debris along ditches.

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Street sweeping daily – Downtown Area and Front Street done once weekly.

Loose Top Maintenance:

- Graded all loose top roads twice
- Continued grading all lanes.

Roadside Maintenance:

- Landscaping repairs from winter plowing
- Cleaned up sand around signs and poles along Kings Highway
- Cleaned up garbage and debris along boulevards
- Cut grass at deadends and CN crossings.

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop

- Assisted Engineering with locates and CCTV inspections.

Regular Maintenance: (cont'd)

- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the 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:

- Completed sweeping winter sand from all sidewalks
- Swept sidewalks and bike path along waterfront once weekly.

Vehicles and Equipment:

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport 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.
- Replaced curb and gutter and sidewalk that was removed during winter sewer and water repairs.

Interdepartmental:

- Continued clean up of branches/trees in Erin Crescent
- Supplied backhoe and operator to assist FFPC installing electrical services in Erin Crescent
- Removed garbage from a yard at 1103 Kings Highway at By-law's request on May 4th
- Vacuum excavated for FFPC to install a new pole at Kings Highway and Pit Rd #1 on May 10th.
- Vacuum excavated for FFPC to install new pole at Keating Avenue and First Street West on May 19th.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:

- Ken McCormick attended required training at the Airport on May 27th.

Health & Safety:

- A Health and Safety Tailgate Meeting was held on May 13th and 14th, 2021 to go over new instructions for Covid from the Medical Officer of Health. These were done in smaller groups.
- A Workplace Inspection was done at the Public Works Building on May 26th.

Milt Strachan,
Superintendent of Transportation

TOWN OF FORT FRANCES
Operations and Facilities Division - Environmental Area - Operations Statistics
June-21

STAFFING:

See Operations Statistics prepared by M. Strachan, Superintendent of Transportation

OVERTIME HOURS - Equivalent Straight Time Hours

See Operations Statistics prepared by M. Strachan, Superintendent of Transportation

WATER DISTRIBUTION & WASTE WATER COLLECTION:

See Monthly Summary (Attached)
Adjusted multiple curbstops and valve boxes
Flushing and valve turning program continues
Support Bay City with valve turning, flushing and water sample testing.
Bay City replaced 5 valves in the water distribution system
Resumed sewer rooting and cctv services with stage 3 of Reopen Ontario
Erik Gustafson attended Wastewater Collection 1 Training in Dryden and passed exam
Job posted to fill Water and Wastewater operator vacancy.

WATER TREATMENT PLANT:

In receipt of the Water Treatment Plant Monthly Report
Jay Bruyere attended Water Treatment 1 Training in Dryden and passed exam

WASTE-WATER TREATMENT FACILITY:

In receipt of the Wastewater Treatment Facility Monthly Report.

WASTE MANAGEMENT:

Garbage Collection:

Garbage not picked up - 6 houses

Sanitary Landfill (Waste Disposal Site):

Landfill Scales functioning during this period.

Amount of residential waste (kg) delivered to the landfill:
225,070

Amount of ICI waste (kg) delivered to the landfill:
384,150

Recycling:

Recycle not picked up - 4 houses

Amount of recycled waste (Metric Tonnes) diverted from the landfill:
54.21 (Emterra)

Prepared By: Craig Miller, P.Eng. Environmental Superintendent

Date: 7/28/2021

Water Works		Years			
DATE	WORK	2018	2019	2020	2021
Jan	THAW FROZEN WL	1	6	1	1
	TURN WATER OFF	1	6		1
	TURN WATER OFF/ON	4	5		1
	TURN WATER ON	5			2
	TURNED WATER OFF				1
Jan Total		11	17	1	6
Feb	THAW FROZEN WL	27	11		11
	TURN WATER OFF	3	3	1	10
	TURN WATER OFF/ON		5	1	5
	TURN WATER ON	3		5	4
Feb Total		33	19	7	30
Mar	THAW FROZEN WL	3	27		
	TURN WATER OFF		2		
	TURN WATER OFF/ON	3	3	1	3
	TURN WATER ON	12	7	2	1
Mar Total		18	39	3	4
Apr	SET UP HYDRANT		1		
	THAW FROZEN WL		5		
	TRACE SERVICES				1
	TRACE WATER SERVICE				1
	TURN WATER OFF	3	2	2	
	TURN WATER OFF/ON	1	1	1	1
	TURN WATER ON	16	24	4	4
	WATER TURN ON				1
Apr Total		20	33	7	8
May	CHECK WATER SERVICE		1		
	CONNECTION INSPECTION	1	1		
	TRACE SERVICES		1		
	TURN WATER OFF	3	3		2
	TURN WATER OFF/ON	1	3	1	4
	TURN WATER ON	15	14	4	3
	TURN WATER ON	1			
	WATER TURN ON				2
	WATER TURN OFF/ON				1
May Total		21	23	5	12
Jun	RAISE CS TO GRADE	1			
	TERMINATE WATER				1
	TRACE SERVICES		1	1	
	TURN WATER OFF	4	3		2
	TURN WATER OFF/ON	3	3		3
	TURN WATER ON	4	6	1	5
Jun Total		12	13	2	11
Grand Total		115	144	25	71

Sewer Works		Years			
DATE	WORK	2018	2019	2020	2021
Jan	CCTV SEWER SERVICE	1	1	3	2
	UNPLUG SANITARY SEWER	20	21	7	2
	VAC OUT SEWER MAIN				1
Jan Total		21	22	10	5
Feb	CCTV SEWER SERVICE	2	2	1	5
	THAW FROZEN SEWER	1			
	TRACE SERVICES				1
	UNPLUG SANITARY SEWER	20	10	6	6
	VAC OUT SEWER MAIN				4
Feb Total		23	12	7	16
Mar	CCTV SEWER SERVICE	1	1		4
	CONNECTION INSPECTION		1		
	UNPLUG SANITARY SEWER	12	9	3	6
	VAC OUT SEWER MAIN				1
Mar Total		13	11	3	11
Apr	CCTV SEWER SERVICE	3	6		2
	CONNECTION INSPECTION				1
	TRACE SERVICES				1
	UNPLUG SANITARY SEWER	15	7	1	2
	TRACE SEWER SERVICE				1
Apr Total		18	13	1	7
May	CCTV SEWER SERVICE	1			1
	CONNECTION INSPECTION	1	1	1	2
	THAW FROZEN SEWER	1			
	UNPLUG SANITARY SEWER	15	10	2	1
May Total		18	11	3	4
Jun	CCTV SEWER SERVICE		4	1	
	CONNECTION INSPECTION		1	1	
	TRACE SERVICES		2		1
	UNPLUG SANITARY SEWER	14	3	1	2
	INSTALL SEWER PUMP			1	
Jun Total		14	10	4	3
Grand Total		107	79	28	46

System Repairs		Years			
DATE	TYPE	2018	2019	2020	2021
Jan	CURBSTOP		1		1
	HYDRANT			2	2
	SEWER SERVICE			2	
	WATERMAIN	1	1	1	1
Jan Total		1	2	5	4
Feb	CLEANOUT		2		
	CURBSTOP		8		
	HYDRANT				1
	SEWER SERVICE		1		2
	WATER SERVICE		2		1
	SANITARY MANHOLE				1
Feb Total			13		5
Mar	CLEANOUT		2		
	CURBSTOP		2		13
	HYDRANT			2	
	VALVE				8
	WATER SERVICE	2		1	1
	WATERMAIN			2	1
	SAN MANHOLE			1	
Mar Total		2	4	6	23
Apr	CLEANOUT		1		2
	CLEANOUT/CURBSTOP	1			
	CURBSTOP	1	9	15	10
	HYDRANT			3	
	MANHOLE		2		
	SEWER MAIN		1		
	VALVE				2
	WATER SERVICE	1			
	WATERMAIN	1		1	
Apr Total		4	13	19	14
May	CLEANOUT	3	4		2
	CLEANOUT/CURBSTOP	1			
	CURBSTOP	4	8		3
	HYDRANT				1
	MANHOLE		1		
	SEWER MAIN				1
	SEWER SERVICE		2		1
	WATER SERVICE		1		1
	WATERMAIN	4	1		3
May Total		12	17		12
Jun	CURBSTOP		5		4
	MANHOLE	1			
	WATER SERVICE		2		
	WATERMAIN	1	1	1	
Jun Total		2	8	1	4
Grand Total		21	57	31	62

Sewer & Water Data for 2021

up-dated July 29, 2021

Month	Days per month	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021-2020	2021-2020	2021	2021	Monthly
		Total	daily	Couch.	Couch.	Couch.	Total	daily	Couch.	Couch.	Couch.	Diff	Diff	Difference	Infiltration	Infiltration
		Sewage	Sewage	Sewage	Sewage	Sewage	Treated	Treated	2 Water	2 Water	Water	Treated	Wastewater	STP-WTP	daily average	US Gallons
		STP	STP	Meters	Meters	%	WTP	WTP	Meters	Meters	%	WTP	STP			
		cu. meters	cu. meters	cu. meters	cu. meters		cu. meters	cu. meters	cu. meters	cu. meters						
		monthly	daily	monthly	daily		monthly	daily	monthly	daily						
January	31	155465	5015.00	10364	334.32	6.67%	105360	3398.7	8149	262.9	7.73%	-3360.0	-22282.0	50105.0	1616.3	13,236,338
February	28	146883	5245.82	8881	317.18	6.05%	103890	3710.4	8149	291.0	7.84%	1990.0	-11949.0	42993.0	1535.5	11,357,547
March	31	159400	5141.94	10550	340.32	6.62%	109120	3520.0	7702	248.4	7.06%	3820.0	-22015.0	50280.0	1621.9	13,282,568
April	30	226144	7538.13	16902	563.40	7.47%	99400	3313.3	7702	256.7	7.75%	3050.0	-35015.0	126744.0	4224.8	33,482,216
May	31	179453	5788.81	11863	382.68	6.61%	113290	3654.5	8768	282.8	7.74%	1600.0	-21075.0	66163.0	2134.3	17,478,412
June	30	144334	4811.13	11136	371.20	7.72%	135470	4515.7	8768	292.3	6.47%	19810.0	-44918.0	8864.0	295.5	2,341,621
July	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-139030.0	-166681.0	0.0	0.0	-
August	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-127750.0	-174870.0	0.0	0.0	-
September	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-107690.0	-163947.0	0.0	0.0	-
October	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-102590.0	-178352.0	0.0	0.0	-
November	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-98680.0	-169049.0	0.0	0.0	-
December	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-104350	-160702.0	0.0	0.0	-
Total	365	1011679		69696			666530.0		49236.5			-653180.0	-1170855.0	345149.0	945.6	91,178,702
Monthly Average		153916.0	5134.3	9931.7	330.6		106123.3	3543.0	7999.7	267.4	0.1	816.7	-18748.7	47792.7	1591.2	12625484.3