TOWN OF FORT FRANCES

AGENDA - March 14, 2022

COMMITTEE OF THE WHOLE MEETING
Committee Room and Council Chambers, Civic Centre
(Session No. 095) at 5:30 p.m.

Microsoft Teams meeting
Join on your computer or mobile app
Click here to join the meeting
Or call in (audio only)
+1 807-701-5975,,746100908# Canada, Thunder Bay

Page

1. Call to Order/Roll Call

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

3. Delegations/Deputations:

3.1 Geoff Gillon, Executive Director, Rainy River Future Development Corporation 5 - 42

Motion:
Recommendation: THAT the Deputation received from Geoff Gillon, Executive Director, Rainy River Future Development Corporation be received with appreciation

3.2 Christina Zardo - Manager, Municipal Solutions, Residential in-home food waste diversion pilot program 43 - 60

Motion:
Recommendation: THAT the deputation received from Christina Zardo, Manager, Municipal Solutions regarding residential in-home food waste diversion pilot program be received with appreciation

AND THAT the information be referred to the Operations and Facilities Executive Committee

4. Council Reports on Board & Committee Activity:

4.1 Mayor Caul - Verbal Update
Councillor McTaggart - Verbal Update
Councillor Judson - Verbal Update
Councillor Wiedenhoeft - Verbal Update

Page

5. Consent Agenda:

Motion:
Recommendation: THAT the matters listed on the Consent Agenda be referred to the Consent Agenda for the Regular Meeting of Council later tonight for approval being items # 5.2, 5.3, 5.4, 5.5 and 5.6

5.2 Proposed Telecommunications Tower - 238 Church Street - Request for Letter of Concurrence — 61 - 89

Motion:
Recommendation: approval of this report will agree with the recommendation of the Planning and Development Executive Committee to approve a letter of concurrence be submitted to Canacre LTD on behalf of Bell Mobility for the proposed installation of a 35m monopole telecommunications tower at 238 Church Street.

5.3 Flint House - Front Street (Marina) Food Truck & Patio Request — 90 - 100

Motion:
Recommendation: approval of this report will agree with the recommendation from the Planning and Development Executive Committee that the Town of Fort Frances enter into a licensing agreement with 1930709 Ontario Inc. o/a Flint House to permit a food truck and temporary licensed patio at the Sorting Gap Marina.

5.4 CORR: Eric C. Keast re: Public Art Inquiry — 101 - 109

- will be referred to the Community Services Executive Committee for a recommendation.

Motion:
Recommendation: That on the recommendation of the Community Services Executive Committee that Council hereby approve a letter of support to Mr. Eric C. Keast relating to this Public Art Inquiry

5.5 Award of Tender 22-OF-02 - Three (3) Year Equipment/Vehicle Rental — 110 - 118

Motion:
Recommendation: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to approve the hourly rental rates for Construction Equipment and Vehicles for a three (3) year period until March 15, 2025 as tendered.

5.6 2021 Drinking Water System Annual Report - Schedule 22 — 119 - 228

Motion:
Recommendation: approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee:

Page

1.THAT Council accepts the 2021 Schedule 22 Annual Summary Report

2.THAT the 2021/2022 MOE "Unannounced Focused" Inspection Report of the Town's water system be reviewed and accepted by Council.

3.THAT the staff of the drinking water system be acknowledged for all their effort and hard work to ensure that all consumers connected to the Town's water system receive outstanding water.

6. Administration and Finance Division:

6.1 Agreement with Datafix 229 - 253

Motion:

Recommendation: THAT approval of this report will agree with the recommendation from the Municipal Clerk / Returning Officer to enter into an agreement with DataFix and that a By-Law be enacted to authorize the Mayor and Clerk to sign the agreement on behalf of the Corporation.

6.2 Purchase of Recording Servers 254 - 257

Motion:

Recommendation: THAT Council of the Town of Fort Frances authorize the purchase of recording servers from Dell Technologies at a cost of $93,412.20, including the Town's portion of HST

6.3 Standard Operating Procedure: Mandatory Use of Mask or Face Covering with The Corporation of the Town of Fort Frances. 258

Motion:

Recommendation: THAT Council receive the report submitted from the Manager of Human Resources relating to Standard Operating Procedure: Mandatory Use of Mask of Face Covering with the Corporation of the Town of Fort Frances as information

7. Operations and Facilities Division:

7.1 Request to Operate the Point Park Canteen 259

Motion:

Recommendation: That Council receive the report from the Manager of Operations and Facilities regarding the request to Operate the Point Park Canteen as information

8. General:

8.1 Paul S. Heayn, Closed Meeting Investigator re: Report of Investigation for the Closed Meeting of January 10, 2022 260 - 288

Motion:

Page

Recommendation: THAT the report from Paul S. Heayn, Closed Meeting Investigator for the Town of Fort Frances dated March 9, 2022 relating to a Closed Meeting Investigation for the Closed Meeting of Council held on January 10, 2022 be received as information

AND THAT in accordance with the Municipal Act that the report be made public as attached hereto and forming part of this resolution

9. Information:

9.1	PDEC Report - February By-Law Stats	289 - 290
9.2	2022 Tonnage at the Landfill Site	291
9.3	January and February 2022 Complaint Register	292

10. ADJOURNMENT

10.1 The meeting adjourned at

Motion:

Recommendation: THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed.

Fort Frances Council

MARCH 14, 2022

RAINY RIVER FUTURE
DEVELOPMENT CORPORATION
A Community Futures Development Corporation

Community Futures Program – FedNor

- Strategic community planning and socio-economic development;
- Support for community-based projects;
- Business information and planning services;
- Access to capital for small and medium-sized businesses and social enterprises

RAINY RIVER FUTURE
DEVELOPMENT CORPORATION
A Community Futures Development Corporation

Our Mandate

The Rainy River Future Development Corporation promotes and supports entrepreneurship, solution-based lending, and community partnerships in the pursuit of regional economic development.

RAINY RIVER FUTURE
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2021-2022 Board of Directors

Gord Armstrong – Chair

Jeff Wiume – Vice Chair

Ron Allen

Blair Anderson

Jim Belluz

Shanda Degagne-Begin

Rick Ksiezopolski

Tammy Ryll

Shelley Wepruk

RAINY RIVER FUTURE
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Staff

Geoff Gillon	Executive Director
Angela Halvorsen	Investment Manager
Shaari King	Bookkeeper
Chantel McLeod	Receptionist
Jeff O'Brien	FedNor Consultant

RAINY RIVER FUTURE
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Loan Portfolio – Dec. 31/21

Covid-19 Emergency Loans	$380,000
Loan Guarantees	$171,000
NWOIP Loans	$999,000
RRRF Loans	$2,567,300
Store Front Loans	$20,000
Term Loans	$3,855,791
TOTAL PORTFOLIO	**$7,993,091**

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Covid-19 Response

RRRF Loans as of December 31, 2021: $2,567,300

Breakdown:

78 loans to 50 businesses from RRRF

34 loans to 34 businesses from Investment Fund

43% - Fort Frances

57% - District

RAINY RIVER FUTURE
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Business Counselling

Number of General Inquiries	98
Number of In-Depth Counseling Services:	
◦ a) Non-loan clients	789
◦ b) Existing loan clients	440
Total	1327

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Covid -19 Response

Professional Services Relief Grant:

Up to $5,000 in a non-repayable contribution to assist businesses to adapt to the Covid crisis.

Up to $5,000. We approved 8 of these grants totaling $30,622.

Covid Assistance Grant:

Up to $5,000 in a non-repayable contribution to assist with the costs related to adapting to new or existing operating protocols.

We approved 47 of these grants infusing $177,906 into the district.

RAINY RIVER FUTURE
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RRFDC Operations

BUSINESS INVESTMENT

Investment Fund

Supported by Canada and used ONLY - for lending!

REGIONAL ECONOMIC DEVELOPMENT

Municipal Per Capita

Used for economic development projects and other services.

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Municipal Per Capita

The RRFDC's municipal per capita has remained at $7.00, since inception.

No other organization can say this.

This is due to our ability to earn additional revenues through various projects thus reducing our need for municipal funds.

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Senior Government

The support of area municipalities for the RRFDC allows us to show senior government that we are ALL working together for the betterment of the region.

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Fort Frances Activities

Client Inquiries and industrial lots sales

Tourism

- Promotion –Social Media, Ads etc.
- Municipal Accommodations Committee (MAT)

Mining Supply and Services – Procurement Session

Mill Planning Study

Forestry and Wood Products

- Boundary Waters Forest Management Corporation
- Forest Modeling Survey

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MAT Tourism Activities

Digital Fishing Contest

Destination Fort Frances Website

WeGotSnow.ca Website

Destination Signage

Experiential Tourism Workshops

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Digital Fishing Tournaments

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Digital Tourism Marketing

Community Promotion

https://destinationfortfrances.ca/

Snowmobiling

http://wegotsnow.ca/

Heart of Canada Touring Route

https://www.northernontario.travel/motorcycle-touring/northwest-loop-touring-route?key=yu0aZCGJJaLiU5lm4itbPla0TFSzxf251tHdZy5AClA

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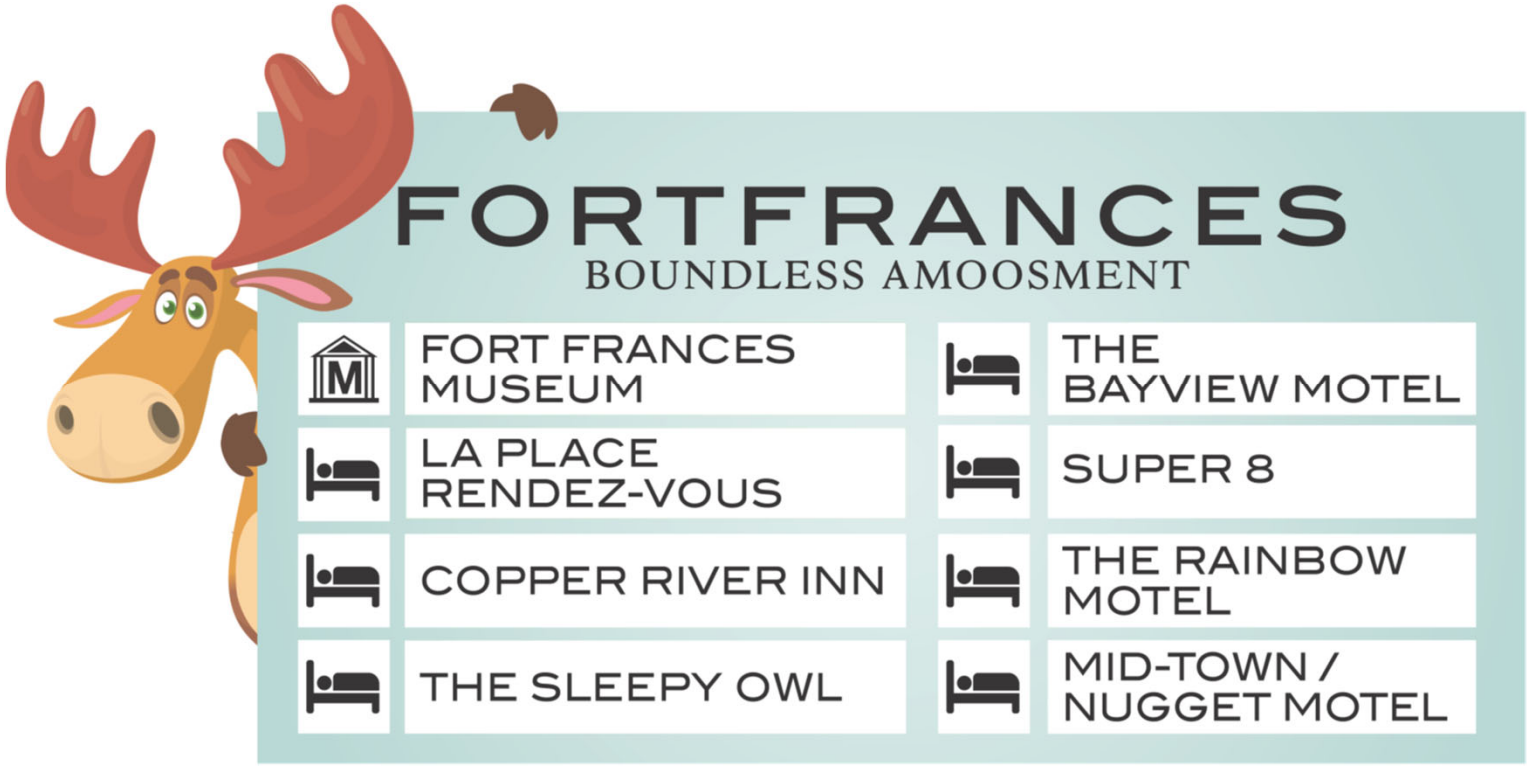
Wayfinding Signage



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Experiential Tourism Workshops

LAST CHANCE TO REGISTER!

OCTOBER 12 4PM TO 9PM

-OR-

OCTOBER 13 1PM TO 6PM

FREE WORKSHOP
WITH INTERNATIONAL
TOURISM EXPERTS

CONTACT 807-274-3276 OR
ECDEV@FORTFRANCES.CA TO REGISTER

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Other Municipal Assistance

Fort Frances Economic Development Executive Committee

Chapple/Emo Industrial Parks

Rainy River Economic Development – EDO Assistance

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Land Clearing and Tile Drainage Projects

- Land Clearing #2 - $1,700,000 (completed)
- Tile Drainage #5 - $1,962,000 (Fall 2022)
- Tile Drainage #6 - $1.965,000 (Fall 2022)
- Tile Drainage #7 – $1,965,000 (Fall 2023)
- Tile Drainage #8 – in the planning process

Land Clearing Project – Completed

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Economic Benefits

These funds go directly to area contractors to do the work.

These contractors hire employees.

Maintain and purchase equipment locally.

Producers increase cattle herds or grow cash crops.

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Tile Drainage

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Increased Assessment

The installation of tile drainage and grain bins increases the value of the land and thereby the assessed value.

MPAC Assessments: Land to Class 1

Dawson has asked for all tiled lands for MPAC review

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13,542 acres tiled in 7 projects

Alberton - 748

LaVallee - 655

Emo – 1,654

Chapple – 737

Morley – 1,272

Dawson – 8,476

(projected total when completed)

Investment

Total investment in tiling:

$13,542 acres x $1,300/acre

average cost = $17,604,600

NOHFC Investment

13,542 x $500/acre = $6,771,000

Producer investment = $10,833,600

Plus, additional producer investments in buildings, storage bins, machinery and employees. (Estimated Investment of $7,000,000)

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Additional Producer Investments

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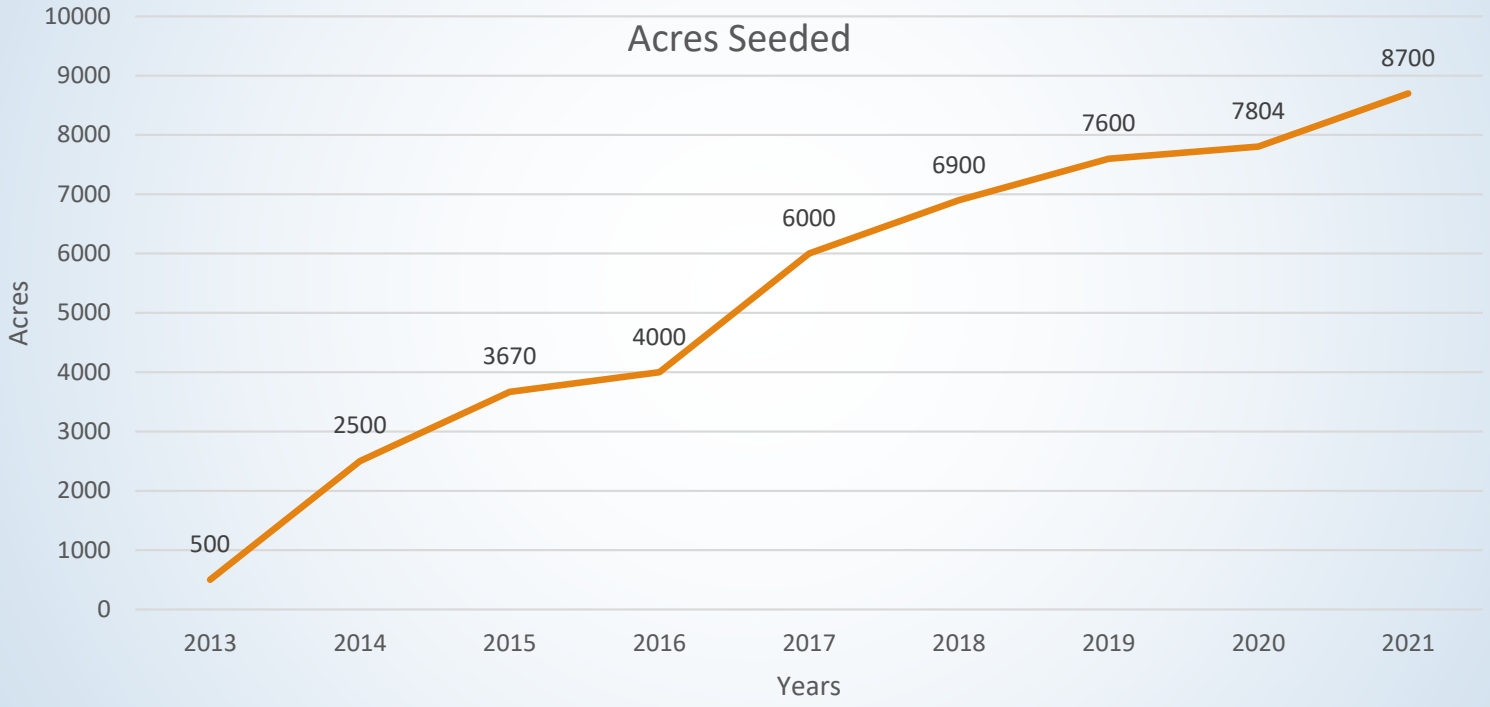
Agricultural Growth



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Hops Harvested 2021

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Hops Harvester and Bailer

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46° ESB

Wet Hopped Extra Special Bitter Ale

LOCAL FRESH
LAKE OF THE WOODS
Brewing Company
HANDCRAFTED
KENORA ONTARIO
CANADA

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Broadband Projects

Grand Council Treaty #3/Bell Canada Project

- Approved by Universal Broadband Fund (UBF) and Improving Connectivity in Ontario (ICON) for $51 million for GCT3 First Nations and adjacent non-indigenous communities.

RRFDC/Community Network Partners Potential Project

- Alberton fiber optic project

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Communities to be served in the Rainy River District

First Nations Communities:

Anishnaabeg of Naongashiing, Big Grassy, Couchiching, Lac La Croix, Mitaanjigamiing, Naicatchewenin, Nigigoonsiminikaaning, Ojibways of Onigaming, Rainy River First Nations, Seine River

Adjacent Non-Indigenous Communities:

Devlin/LaVallee, Emo, Mine Centre, Morson, Nestor Falls, Sioux Narrows, and Stratton

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Abattoir and Rainy River Meats

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Go Local

- 30 Member Business
- 4082 Active Card Holders
- 17,640 gift cards issued worth $441,020
- 3,261,263 points issued by retail members

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RRFDC Events Tent

Events Tent – Municipal support of the RRFDC allows these events free use of the tent.

Has been used for:

Fort Frances Canadian Bass Championship

Rainy River Walleye Tournament

Rainy River Giant Pumpkin Festival

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RRFDC Membership

The RRFDC is a membership driven organization. Memberships are $5.00 per year.

Please join !!!!

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Thank you

Contact the RRFDC

- 807-274-3276
- 807-276-1592 – my cell

- info@rrfdc.on.ca

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Appendix E

Application for Delegation / Deputation

FORTFRANCES BOUNDLESS

REQUEST FOR DELEGATION / DEPUTATION BEFORE COUNCIL OF THE TOWN OF FORT FRANCES

ALL DELEGATIONS / DEPUTATIONS ARE REQUIRED TO PROVIDE A WRITTEN SUBMISSION PRIOR TO THE AGENDA DEADLINE

All written or electronic submissions and background information for consideration by Council must be submitted to the Clerk's Office by 12 noon on the Thursday preceding the meeting. Electronic submissions should be submitted in Microsoft Power point, Microsoft word or PDF format. As per the Procedural By-law, there is a maximum of three (3) deputations allowed per meeting and delegates are given ten (10) minutes to make their presentation.

Preferred Meeting Date: March 14th, 2022

I am requesting a delegation / deputation to speak:

a) ☐ On my own behalf; or

b) ☒ On behalf of a group / organization / association (if b) please state name of group below)

Food Cycle Science Corporation

Will you be providing an electronic formatted presentation? ☒ Yes ☐ No

Name of Speaker (s) – A delegation / deputation wishing to appear before Council shall be limited to a total speaking time of ten (10) minutes (regardless of the number of speakers listed). Please state name of speaker(s) below.

Christina Zardo - Manager, Municipal Solutions

Subject of Presentation

Please describe below the subject matter of the requested delegation / deputation in sufficient detail to provide the Town of Fort Frances a means to determine its content and define how the matter aligns with Council's mandate / strategic priorities. All material needs to be provided to the Clerk by 12 noon on the Thursday prior to the meeting.

Subject matter: Residential in-home food waste diversion pilot program

Council's mandate / strategic priorities: Waste management, waste diversion, reduce tonnage to landfill, greenhouse gas avoidance, environmental protection, climate change mitigation, organic waste diversion feasibility study.

(use a separate sheet of paper if not enough space allowed here)

Reason why this delegation / deputation is important to Council and to the municipality:

Food waste accounts for a large portion of household waste generation and diversion of food waste from landfills is an important step in cost reduction, climate change mitigation, and meeting provincial diversion targets for the municipality.

Date of Request: 2/17/2022 Signature of Speaker: Christina Zardo

Address: 371A Richmond Road, Suite #4, Ottawa, ON
Telephone / Fax Numbers: 613-402-7999
E-mail Address: christinaz@foodcycler.com

Scheduling will be at the discretion of the Clerk and will be confirmed prior to the meeting deadline. There are no guarantees that by requesting a certain date(s) your delegation / deputation will be accepted, as prior commitments may make it necessary to schedule an alternate date suggested by the Clerk.

Individuals who submit letters and other information to Council should be aware that any personal information contained within their communications may become part of the public record and made available through the Council Agenda process.

Personal information on this form is collected under the legal authority of the Municipal Act, S.O., 2001, Chapter 25, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public pursuant to Section 27 of the Municipal Freedom & Protection of Privacy Act. Questions about this collection should be directed to the Clerk's Office.

Clerk's Office Contact:

Elizabeth (Lisa) Slomke, AOMC, Clerk
320 Portage Avenue
Fort Frances, ON P9A 3P9
1-807-274-5323 ext. 1215
lslomke@fortfrances.ca

FOODCYCLE SCIENCE

FOODCYCLER™

MUNICIPAL SOLUTIONS

ABOUT US

- Canadian company based out of Ottawa, ON
- Founded in Cornwall in 2011 – Company is 100% focused on Food Waste Diversion Solutions
- Products available in North America through FoodCycler Municipal / Vitamix and internationally through network of distributors & OEM partners
- Semi-finalists in Impact Canada's *Food Waste Reduction Challenge*
- Selected as one of the 2021 Deloitte Fast 50 CleanTech award winners
- # 81 on Globe & Mail's Canada's Top Growing Companies for 2021

TRUSTED CANADIAN SOLUTION

FROM COAST TO COAST TO COAST

DRAYTON VALLEY

Town of Saint Andrews New Brunswick, Canada

Municipality of Trent Lakes

Mohawk Council of Akwesasne

Lake of the Woods KENORA

VAL-DES-MONTS

City of NELSON

Stirling Rawdon

Carleton PLACE

NEEBING

SOUTH GLENGARRY Ontario's Celtic Heartland

Rural Municipality of Woodlands Incorporated 18 80 FEB 14 Manitoba

Seguin Township The Natural Place To Be

Township of Armour

Hay River Northwest Territories

Municipality of Central Manitoulin

TERRACE BAY

Village of Burk's Falls

Township of Bonfield Corporation du canton de "Small Community, Big Heart"

Township of Ryerson

The Township of Hornepayne Ontario

Township of Algonquin Highlands

The Municipality of DYSART ET AL In the Heart of the Haliburton Highlands

Municipal District of Peace No. 135

EDWARDSBURGH CARDINAL

Town of Bancroft Mineral Capital of Canada

Municipality of Brockwood Incorporated 1906

SMITHS FALLS RISE AT THE FALLS

RM OF EAST ST. PAUL

Municipality of Killarney

THE MUNICIPALITY OF SOUTH DUNDAS

Township of South Stormont

Town of Parry Sound

Thirty-Three Canadian Municipal Partners

...and counting!

FOODCYCLE SCIENCE

THE PROBLEM – FOOD WASTE

- **63%** of food waste is avoidable
- Household waste is composed of **25-50%** organic waste
- Food waste weight is up to **90%** liquid mass (which is heavy)
- The average Canadian household spends **$1,766** on food that is wasted each year
- Each year food waste in Canada is responsible for **56.6 Million tonnes of CO2** equivalent of GHG

MUNICIPAL IMPACT

WASTE MANAGEMENT IS A MUNICIPAL RESPONSIBILITY

LANDFILL + WASTE COSTS

- ~**25-50%** of household waste is organic waste
- Landfills are filling up fast, creating cost and environmental issues
- Hauling and disposal services are a major cost factor and environmental contributor

ENVIRONMENT

- Landfilled organic waste produces methane, which is **25 times** more harmful than CO2
- 1 tonne of food waste is equivalent to 1 car on the road for one year

COMMUNITY

Food in the garbage:

- More frequent collection or trips to the disposal site
- Unpleasant odours
- Animals, pests & other visitors

Removing food waste from garbage:

- Volume is reduced by up to 50%
- Less frequent collection, fewer trips to disposal site, save on bag tags
- Keeps odours out, makes garbage much less “interesting” for animals

HAVEN'T WE SOLVED THIS ALREADY?

GREEN BINS

- Preferred solution for **larger cities** where **dense housing** and large processing facilities generate **economies of scale**
- **Contamination** is an ongoing challenge
- GHG emissions from curbside collection
- **Safety** concerns from additional trucks on the road

BACKYARD COMPOST

- **Cost-effective** but can be **labor-intensive** also
- May attract pests/animals or create unpleasant **odors**
- Most users **do not compost in winter** or inclement weather
- **Adoption rates are relatively low and stagnant**

LANDFILL

- **Easiest solution** and often perceived as the most cost-effective in the short term
- Waste is typically **out of sight and out of mind** for consumers
- High levels of GHG emissions, particularly **methane**
- Long-term **environmental hazard** requires monitoring / maintenance

THE SOLUTION
IN THREE SIMPLE STEPS

1. Add waste to bucket
2. Add bucket to unit
3. Press Start. That's it!

The resulting by-product can be used in many applications.

Vegetable & Fruit Scraps

Starches

Fish & Poultry Bones

Dairy Products

Tea bags & Coffee grinds

Egg shells

Nut shells, nuts & seeds

Meat, poultry & fish

90% FOOD WASTE REDUCTION

1 KG (2.5L) of wet, smelly food waste

100 G of dry, sterile & odorless soil amendment

4-8 HOURS + 0.8 kWh

<10 cents / cycle

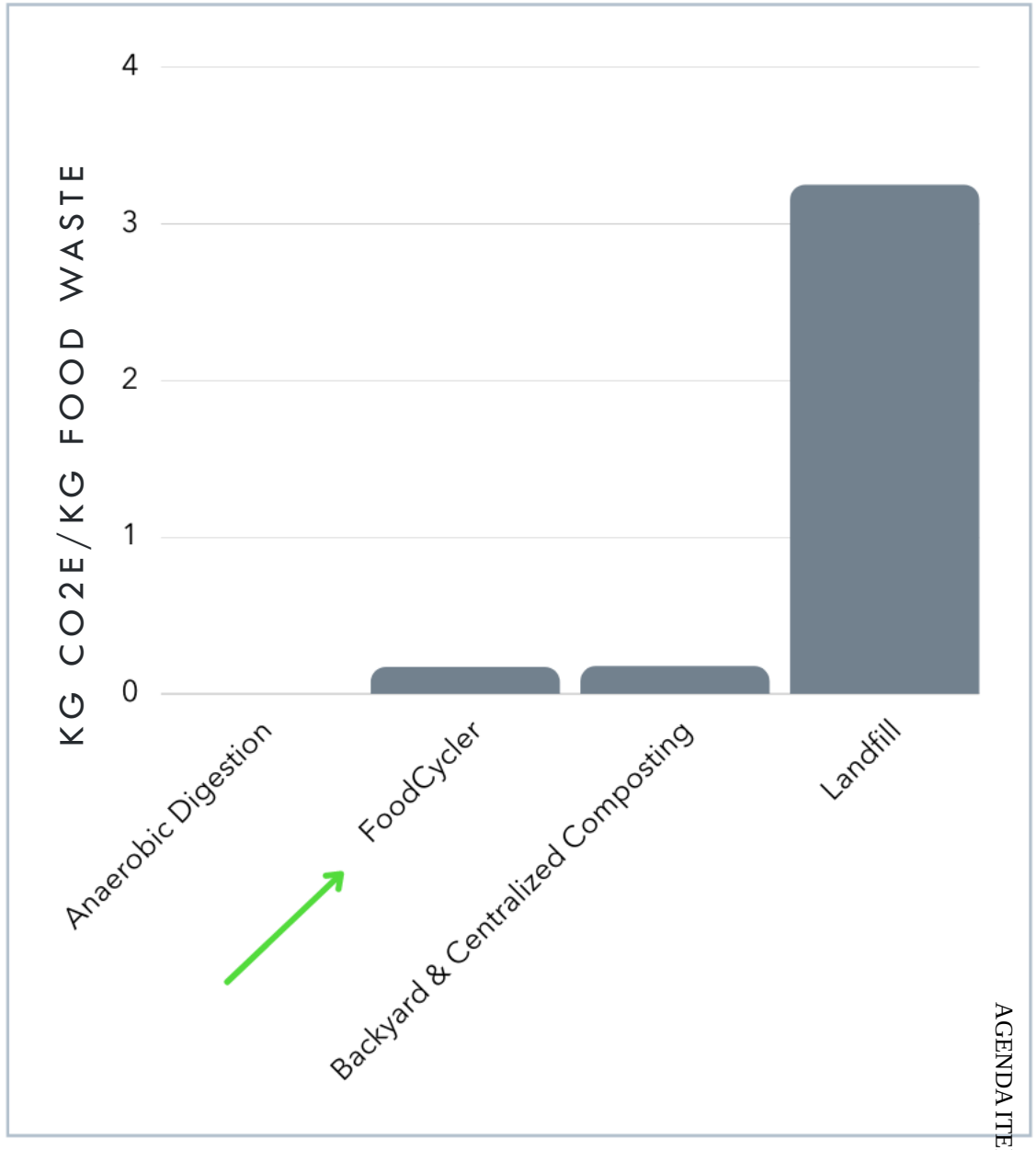
FOODCYCLE SCIENCE

IMPACT
ENVIRONMENT

FOODCYCLER IS COMPARABLE TO:

- Central composting (with no transportation emissions)
- Backyard composting (if done correctly)

- **FoodCycler offers >95% reduction in CO2E vs. sending food waste to landfill**



Source: Based on carbon intensity of power grid = 0.08 kg/kWh in Ontario
**Incorrect backyard composting can lead to methane gases and odours

IMPACT
ECONOMIC

EXAMPLE OF IMPACT ON WASTE MANAGEMENT OPERATING COSTS

HAULING FEE

TRANSFER STATION OPERATION

DISPOSAL FEE

$170 – $250 /TONNE

NO TRANSPORTATION OR PROCESSING

< $120 /TONNE

* FoodCycler is a locked-in price not subject to wage increases, fuel surcharges or fee hikes

IMPACT

REGULATORY + SOCIAL PRESSURE

THE TIME IS NOW

- Constituents want **solutions** to reduce their environmental impact
- Waste is perceived as a government problem and **regulations** are coming
- Food waste is “low-hanging fruit” to achieving higher **diversion** and addressing the environmental impact of waste

"I’ve received a number of positive messages from residents saying, “sign me up, where can I get mine." I’m 100 per cent in favor of it."
– **Deputy Mayor Lyle Warden, (South Glengarry ON)**

“We were extremely happy with this program and loved that it made us aware of our daily waste.“
– **Pilot participant in South Glengarry**

”It’s a great tool to reduce household waste. Appreciate that the municipality is being innovative and piloting different solutions.”
– **Pilot participant in Hornepayne**

"It alleviates a lot of the concerns that people might have with backyard composting. The time commitment, the location, pests and animals and everything like that."
– **Kylie Hissa, Strategic Initiatives Officer (Kenora, ON)**

THE FOODCYCLER PILOTS

>1200 Households

14 Municipalities have completed their pilot projects with overwhelmingly positive results.

Net New Diversion

Each participating household is estimated to divert between 300-400 kg of food waste annually.

"WOULD YOU RECOMMEND FOODCYCLER?"

>90% Yes

<1% No.

The rest are undecided or need more time.

4.6

Average overall user experience rating.

PILOT PROGRAM

12 WEEKS FROM START TO FINISH

PILOT TIMELINE

START

Residents purchase FoodCycler at a subsidized rate from Municipal Office (or other designated location)

12 WEEKS

Participants use the unit for a period of 12 weeks.

Number of cycles per week are tracked to estimate total diversion achieved.

END

Participants fill out an exit survey, providing their review of the program and any other feedback.

Survey results used to evaluate program success.

NEXT STEPS

Full program design and implementation.

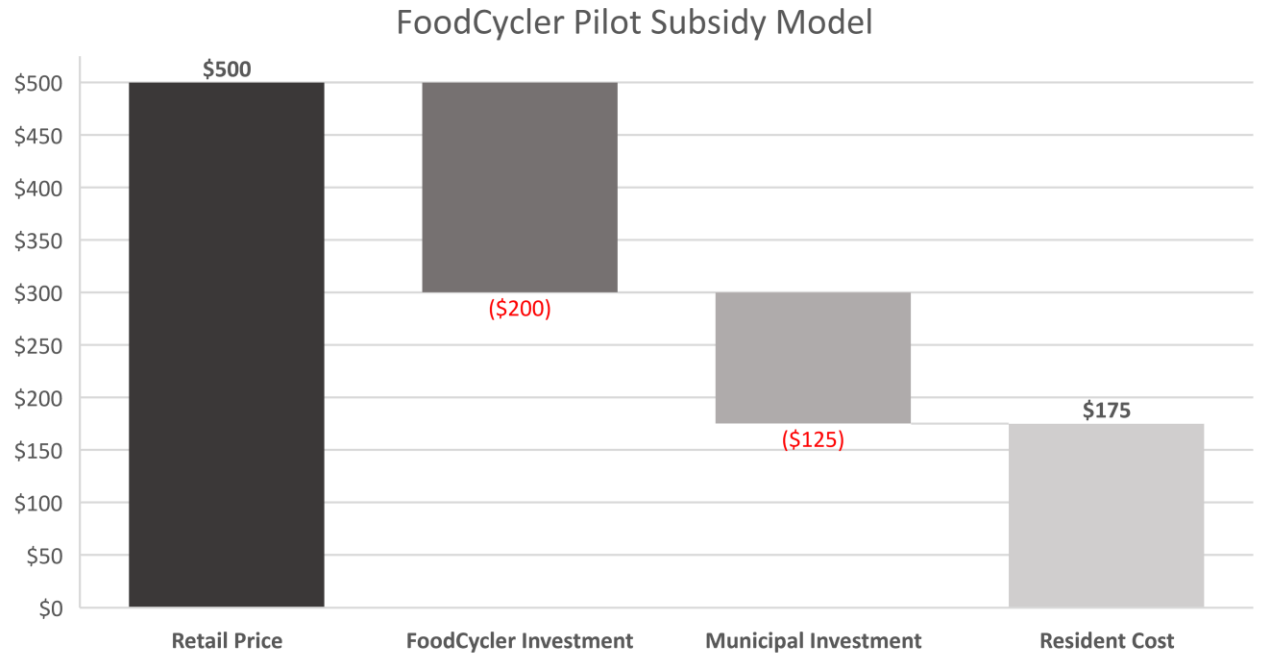
Many grants available, including **FCM's Green Municipal Fund!**

GREEN MUNICIPAL FUND
FONDS MUNICIPAL VERT

FOODCYCLE SCIENCE

SUBSIDIZED PILOT PROGRAM

OPTION 1

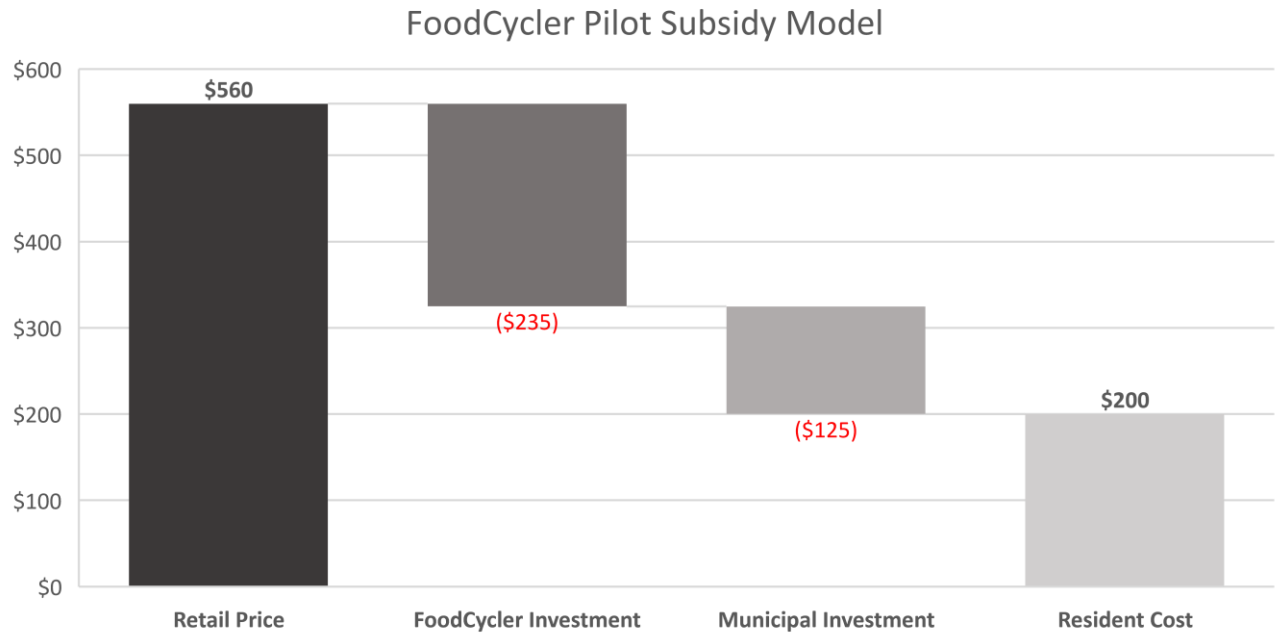


Municipality Population	Pilot Scope	Municipal Investment
<2500 residents	50 households	$6,250
2500 – 10,000 residents	100 households	$12,500
>10,000 residents	200 households	$25,000

- Plus shipping costs and applicable taxes

SUBSIDIZED PILOT PROGRAM

OPTION 2 (BUNDLE)



Municipality Population	Pilot Scope	Municipal Investment
<2500 residents	50 households	$6,250
2500 – 10,000 residents	100 households	$12,500
>10,000 residents	200 households	$25,000

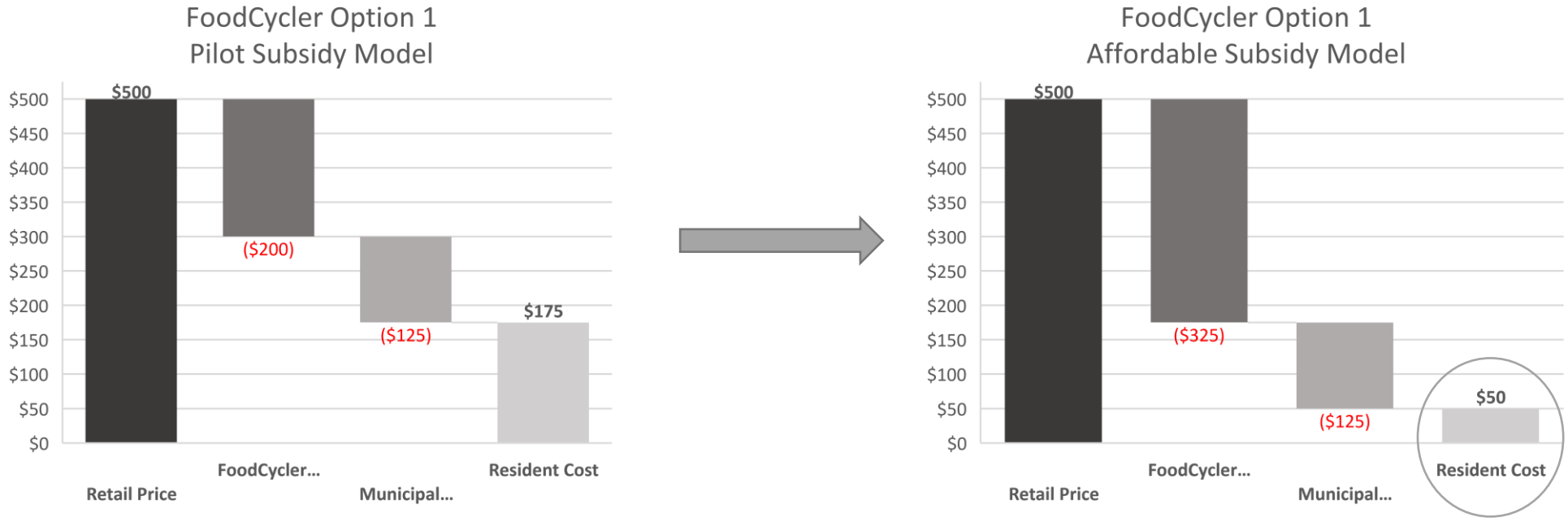
- Plus shipping costs and applicable taxes

OPTIONAL AFFORDABLE ADD-ON

GET 10% MORE UNITS

FoodCycler believes that food waste diversion solutions should be available to all Canadians, no matter where you live or whether you can afford it.

Municipalities now have the option to provide low-cost FoodCyclers to those who cannot access the program at full price.



FOODCYCLE SCIENCE

THANK YOU!

ANY QUESTIONS?

Christina Zardo
Manager of Municipal Solutions
Email: christinaz@foodcycler.com
Phone: 613-402-7999

Ami Gagné
Project Coordinator, Municipal Solutions
Email: amig@foodcycler.com
Phone: 613-700-4682

Town of Fort Frances
Administrative Report

TO: Mayor and Council
FROM: Cody Vangel, Chief Building Official & Municipal Planner
SUBJECT: **Proposed Telecommunications Tower – 238 Church Street – Request for Letter of Concurrence**
DATE: March 14, 2022

Issue:
Consideration to issue a letter of concurrence to Canacre LTD on behalf of Bell Mobility for the proposed installation of a 35m monopole telecommunications tower at 238 Church Street.

Strategic Impact:
N/A

Options/Alternatives:
1. Recommend providing a letter of concurrence
2. Provide additional comments on the project, and provide a letter of concurrence
3. Withhold issuing a letter of concurrence

Administrative Recommendation:
RECOMMENDED THAT a letter of concurrence be submitted to Canacre LTD on behalf of Bell Mobility for the proposed installation of a 35m monopole telecommunications tower at 238 Church Street.

History:
The installation of telecommunications towers is a federally regulated matter through Industry Canada. In some instances, various municipalities may have policies and/or procedures related to the installation of these towers, specifically with the consultation process applicable. The Town of Fort Frances does not have a specific policy and/or procedure to this matter. As such, the proponent is required to follow the procedures outlined in Industry Canada's CPC-2-0-03 regarding Radiocommunication and Broadcasting Antenna Systems. It should be noted that municipalities have little to no authority to prevent telecommunications towers from being constructed as they are a federal initiative.

Analysis:
Administration is aware that the approval authority for wireless telecommunication towers is within Industry Canada under the *Radiocommunication Act* and also that *Issue 5, July 2014* of Industry Canada's *Radiocommunication and Broadcasting Antenna Systems – CPC-2-0-03* outlines the process for the proponent to follow and encourages the land-use authority to establish policies as it is in the best position to contribute to optimum siting of facilities to meet their own community needs. Administration can confirm that the Town of Fort Frances has not established such a policy but that it was consulted on this project.

Administration can also confirm that the Town of Fort Frances was provided with an information package, in addition to ongoing consultation dating back to May 2021, by Canacre LTD on behalf of Bell Mobility on or about January 19, 2022, and further that:

- Mail notification was sent to 65 property owners that owned 55 parcels within the notification radius of three times tower height (105m) on or about January 19, 2022 using a mailing list provided by the municipality; and
- Public notice was published on Wednesday January 19, 2022 in the local newspaper, *Fort Frances Times.*
- Deputations were presented to Council on January 10, 2022 and February 28, 2022

The last day to receive submissions was February 21, 2022. The Town of Fort Frances received no submissions and administration is advised that none were received by the proponent. As there were no comments or concerns to be addressed, Canacre LTD on behalf of Bell Mobility requested a letter of concurrence on February 22, 2022.

The Planning and Development Executive Committee considered this matter at their March 7, 2022 session, where they recommended approval of this report to provide a letter of concurrence to Canacre LTD for this project.

Consultation:
Travis Rob, Operations and Facilities Manager
Evan Turunen, Canacre LTD

Supporting Document / Financial Documents:

1. 220118_PP_X3187_Info_Package
2. 20220120_PP_00006_X3187_Fort Frances_Concurrence_Req_Letter
3. 20220222_PP_00006_X3187_Fort Frances_Consultation_Summary
4. 220114_PP_X3187_Fort Frances Town Centre_Mailout
5. 220113_PP_X3187_Fort Frances Town Centre_Newspaper_Notice
6. X3187_Fort Frances Town Centre_ Visual Sim_1
7. X3187_Fort Frances Town Centre_ Visual Sim_2
8. X3187_Fort Frances Town Centre_Survey
9. cpc-2-0-03-i5

CANACRE
A QUANTA SERVICES COMPANY

Cody Vangel
Chief Building Official & Municipal Planner
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario, P9A 3P9

February 22, 2022

Dear Cody,

As you are aware, Bell Mobility is proposing to build a 35m monopole tower to the official position described as follows: LOT 339 & PART OF LOT 340, TOWN PLOT OF ALBERTON, TOWN OF FORT FRANCES, DISTRICT OF RAINY RIVER; with municipal address: 238 Church Street, Fort Frances, ON. This proposal will include a temporary tower at the proposed location to maintain high quality wireless LTE services in the Fort Frances community during the intermittent phase of this project.

Canacre Ltd., being an Authorized Agent of Bell Mobility Inc., has followed Industry, Science, and Economic Development's Default Consultation Process. As per the policy, all residents living within a radius of 3 times the height of the proposed tower property were contacted. Also, an ad was published in the local newspaper, the Fort Frances Times, to inform the entire community about the project. Throughout this process, Bell Mobility was available to all residents who may have had a concern regarding the proposed structure.

No additional third-party permits are required for this tower proposal. Transport Canada and NAV Canada permits have been applied for and we have received NAV Canada approval while the Transport Canada application is pending. As you may know, telecommunication towers are exempt from building permits and so this will not be pursued. Therefore, please accept this letter as a formal request for concurrence.

Please sign on the line indicated below to confirm that you have no further comments or concerns.

Thank you,

Evan Turunen
Planner
Canacre Ltd.
Tel: 416-548-8602 ext. 2186

Signature of Designated Official for providing concurrence:

June Caul
Mayor of Fort Frances

CANACRE
A QUANTA SERVICES COMPANY

Cody Vangel
Chief Building Official & Municipal Planner
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario, P9A 3P9

February 22, 2022

Subject: Bell Mobility – X3187 – Fort Frances – Consultation Summary

Consultation Summary:

Bell Mobility is proposing the X3187 Fort Frances monopole to maintain wireless LTE mobile services in the Fort Frances community. As per Industry, Science, and Economic Development Canada's (ISEDC) CPC-2-0-03 Public Consultation process, Bell sent out notifications to all property owners within 105 m of the monopole telecommunication tower property and no comments or questions were received throughout the consultation period. We are pleased to announce that we received no objections to the proposal.

Summary of written comments:

Comment Type	Summary of Comments
Positive	• N/A
Neutral/Questions	• N/A
Negative	• N/A

Share your thoughts on Bell's proposed antenna tower. Our experts will answer your questions and address any feedback.

If you have specific questions about the proposed plans to upgrade the wireless network in your community, you can email your Bell representative, Evan Turunen at consultation@canacre.com by **February 21, 2022.**

For additional information about antenna systems, you can visit the government of Canada at www.ic.gc/towers or you can contact:

Your Local Government Contact

Cody Vangel

Town of Fort Frances

320 Portage Avenue

Fort Frances, Ontario, CA, P9A 3P9

807-274-5323 x 1216

cvangel@fortfrances.ca

Your Innovation, Science and Economic Development Canada (formerly known as Industry Canada) Contact

2 Queen Street East

Sault Ste. Marie ON P6A 1Y3

1-855-465-6307

ic.spectrumenod-spectredeno.ic@canada.ca

Canacre Ltd.
Agents for Bell Mobility
489 Queen St E, Suite 300
Toronto, ON, M5A 1V1
Fax: (416) 352-0707

Important Information Enclosed

TO:

TOWN OF FORT FRANCES
C/O CODY VANGEL
CHIEF BUILDING OFFICIAL & MUNICIPAL PLANNER
320 PORTAGE AVE FORT FRANCES ON P9A 3P9

You are receiving this notice because you own property within 105 metres of a proposed telecommunications tower property.

Notice of Public Consultation

You're receiving this notice because you own property within **105 metres** of a proposed telecommunications tower property.

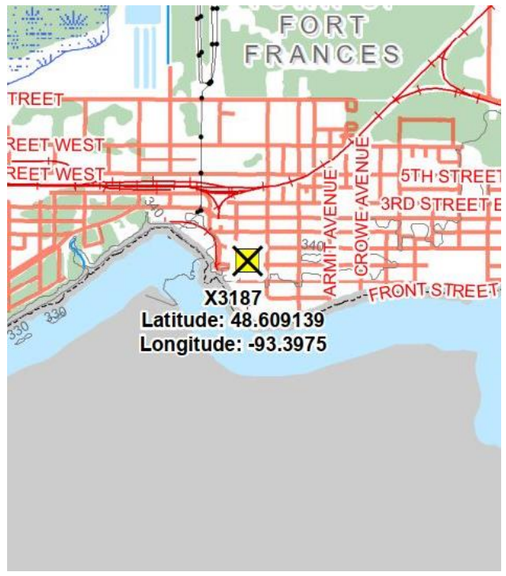
Inside you will find information on the proposed antenna tower as well as an invitation to share any questions and comments on this proposal.

Have your say.

In order to improve service in your neighbourhood, Bell is proposing to install a 35 metre antenna tower at 238 Church Street, Fort Frances, ON. Latitude: N 48° 36' 32.9", Longitude: W 93° 23' 51".

Bell is committed to working closely with our communities. This means providing any desired information in a transparent and straightforward fashion, hearing your views, and addressing any questions or comments you may have.

To this end, we invite you to email comments to your Bell representative, Evan Turunen at consultation@canacre.com by **February 21, 2022.**



Proposed Site

Understanding the process

Step 1:
Proposal
Bell proposes a site in accordance with ISED's and the Tonwship's consultation Process. Bell submits a plan and initiates a dialogue with the Town of Fort Frances

Step 2:
Notification
Packages are mailed to the local public, neighbouring landuse authorities, businesses, property owners and landowners within the area inviting them to the consultation process.

Step 3:
Consultation
Landowners are invited to comment within 30 days.

Step 4:
Acknowledgement
Bell must acknowledge receipt of comments within 14 days.

Step 5:
Response
All reasonable and relevant concerns will be addressed by Bell within 60 days.

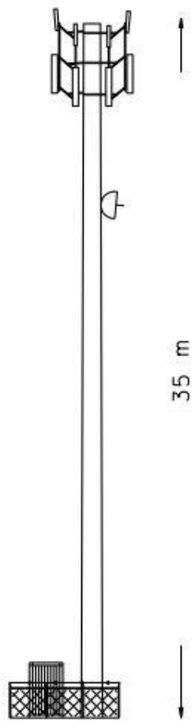
Step 6:
Feedback
Landowners have 21 days to respond to Bell.

Step 7:
Approval
A summary of consultation is shared with the landuse authority and a request is submitted for concurrence.

What is an antenna tower?

An antenna tower supports the low power short-range radio systems that allow us to enjoy our mobile devices, such as our smart phones and tablets.

The purpose of the tower is to provide dependable advanced telecommunication service to the surrounding businesses and residences.



Monopole Tower

Why now?

Canadians are using wireless devices more and more in their daily lives. Currently, more than half of all phone connections in Canada are now wireless, including 70 percent of all 911 calls.

Canadian Radio-television and Telecommunications Commission (2013):

http://www.crtc.gc.ca/eng/publications/reports/rp130705.htm

In order to provide the high quality of service that Canadians have come to expect, Bell must enhance its networks to meet this increased demand.

By adding new antenna sites, Bell customers will continue to benefit from dependable, high speed and high quality wireless service.

Due to a change in land uses on the property where Bell's existing antenna site is located, the current site providing service to this community must be decommissioned. As a result, this proposal is being brought forward to address the loss of network coverage and capacity, and to provide greater opportunity for network improvements in the area.

This proposal will include a temporary tower at the proposed location, called a Cell On Wheels (COW) to maintain service for the Fort Frances community during the intermittent phase of this project. The COW will be established prior to the decommissioning of the existing rooftop antenna, and will be taken down when the proposed monopole becomes operational and is able to service the community.

Why here?

The quality of service in this area does not currently meet Bell standards and the needs of people in the neighbourhood.

Bell first looked at the possibility of sharing an existing antenna tower in order to minimize the number of new antennas in the area. Unfortunately, none of the existing structures were determined suitable for site-sharing.

Bell is proposing to install the new antenna tower 238 Church Street, Fort Frances, ON. Latitude: N 48° 36' 32.9", Longitude: W 93° 23' 51".

This site was carefully identified because it met various factors including land use restrictions, interaction with existing structures and the surrounding environment, and line of sight requirements.

Is it environmentally friendly?

As Canada's largest communications company, we care about the protection and preservation of our environment.

The proposed antenna will be built in accordance with the highest professional engineering standards and practices. We ensure the utmost care and respect for the environment as we comply with the Canadian Environment Assessment Act.

Is it safe?

The consensus among Canadian health organizations and the scientific community is that wireless antennas are safe and in fact, this antenna tower will operate well below the levels established by Health Canada under Safety Code 6.

Bell is committed to the health and safety of Canadian communities. That is why we take great pride in our compliance with all current health and safety guidelines while continuing to provide Canada's first-rate wireless coverage.

"Health Canada, along with independent experts from across the country, continually monitor the scientific literature to ensure that Safety Code 6 is based on the best available evidence and has significant margins of safety for the Canadian population."

Dr. Patricia Daly, MD, FRCPC, Chief Medical Health Officer & Vice President Public Health.

What is Safety Code 6?

The purpose of this code is to establish safety limits for human exposure to radiofrequency (RF) energy in the frequency range from 3 kHz to 300 GHz. The safety limits in this code apply to all individuals working at, visiting, or living at or near federally regulated sites.

Bell attests that the proposed antenna tower will be installed and operated so as to always comply with Safety Code 6.

The Royal Society of Canada – A Review of Safety Code 6 (2013)
https://rsc-src.ca/sites/default/files/SC6_Report_Formatted_1.pdf

A copy of the site plan can be accessed here:

https://canacre.sharefile.com/d-s645f0b7f7a3141518d4d3ddc68329957

What will it look like?

- Bell is proposing a 35 metre monopole tower that will support LTE 700/850/1900/2100/3500 antennas, and associated radio equipment.
- With the public's safety in mind, the area will not be accessible to the general public.
- Bell will incorporate suitable elements to the proposed antenna tower in accordance with Transport Canada's aeronautical obstruction marking requirements. Both Transport Canada and NAV Canada applications have been applied for.

Before

After

PUBLIC NOTICE

PROPOSED BELL MOBILITY RADIOCOMMUNICATIONS FACILITY TELECOMMUNICATION TOWER

Bell Mobility Inc. ("Bell") is committed to providing Canadian communities high speed wireless voice and data services. To improve service, Bell is proposing to construct a 35 metre monopole antenna tower with ancillary radio equipment. This proposed tower will bring improved mobile network services to the community. As part of the public consultation process as required by Innovation, Science and Economic Development Canada (formerly known as Industry Canada) ("ISED"), Bell's regulator under the Radiocommunications Act, Bell is inviting the public to comment on the proposed tower location before **February 21, 2022.** This tower is fully compliant with ISED's guidelines, as found under the Client Procedures Circular (CPC-2-0-03).

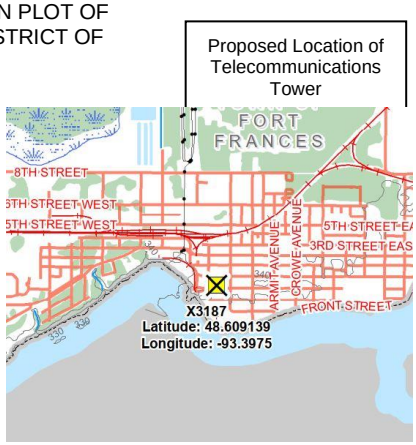
Due to a change in land uses on the property where Bell's existing antenna site is located, the current site providing service to this community must be decommissioned. As a result, this proposal is being brought forward to address the loss of network coverage and capacity, and to provide greater opportunity for network improvements in the area. The proposal will include a temporary tower to maintain service prior to this proposal being operational.

TOWER LOCATION: 238 Church Street, Fort Frances, ON

COORDINATES: Latitude: N 48° 36' 32.9", Longitude: W 93° 23' 51"

LEGAL: LOT 339 & PART OF LOT 340 TOWN PLOT OF ALBERTON, TOWN OF FORT FRANCES, DISTRICT OF RAINY RIVER

ANY PERSON MAY comment by close of business day on **February 21, 2022** with respect to this matter**.**



BELL CONTACT:
Evan Turunen
Canacre Ltd.
Agent for Bell

489 Queen St E., Suite 300
Toronto, ON, M5A 1V1
Fax: (416) 352-0707
Email: consultation@canacre.com

Visual Simulation

Original Photograph

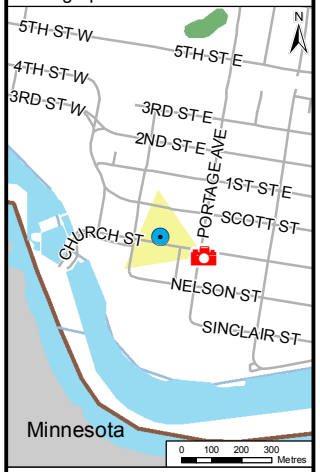
Bell

FORT FRANCIS
(X3187)

VISUAL SIMULATION OF PROPOSED 35M MONOPOLE TOWER FROM CHURCH STREET SOUTHEAST OF SITE

Index Map

Photograph and Tower Location



Legend

- Camera Location
- Tower Location
- Photograph Viewshed
- Road
- Waterbody
- Wooded Area

Date: December 9, 2021
Projection: NAD 1983 UTM Zone 15N
Sources: Ontario Ministry of Natural Resources and Forestry, Queen's Printer for Ontario, 2021

CANACRE
A QUANTA SERVICES COMPANY

Note: This visual simulation is a general visual simulation of the proposed tower and the final equipment configuration is subject to change. The tower will be marked and lighted in accordance with Transport Canada and NAV Canada requirements.

Map12-0269 - X3187

Visual Simulation

Original Photograph

Note: This visual simulation is a general visual simulation of the proposed tower and the final equipment configuration is subject to change. The tower will be marked and lighted in accordance with Transport Canada and NAV Canada requirements.

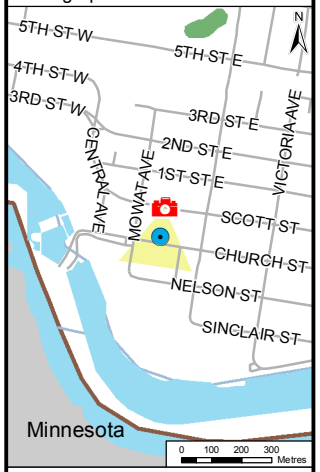
Bell

FORT FRANCIS
(X3187)

VISUAL SIMULATION OF PROPOSED 35M MONOPOLE TOWER FROM SCOTT STREET NORTH OF SITE

Index Map

Photograph and Tower Location



Legend

- Camera Location
- Tower Location
- Photograph Viewshed
- Road
- Waterbody
- Wooded Area

Date: December 9, 2021
Projection: NAD 1983 UTM Zone 15N
Sources: Ontario Ministry of Natural Resources and Forestry, Queen's Printer for Ontario, 2021

CANACRE
A QUANTA SERVICES COMPANY

Map12-0269 - X3187

SITE LAYOUT DESIGN OF PROPOSED TELECOM TOWER INSTALLATION AT

238 CHURCH STREET, FORT FRANCES, ON

LOT 339 & PART OF LOT 340
TOWN PLOT OF ALBERTON
TOWN OF FORT FRANCES
DISTRICT OF RAINY RIVER

SCALE 1 : 250

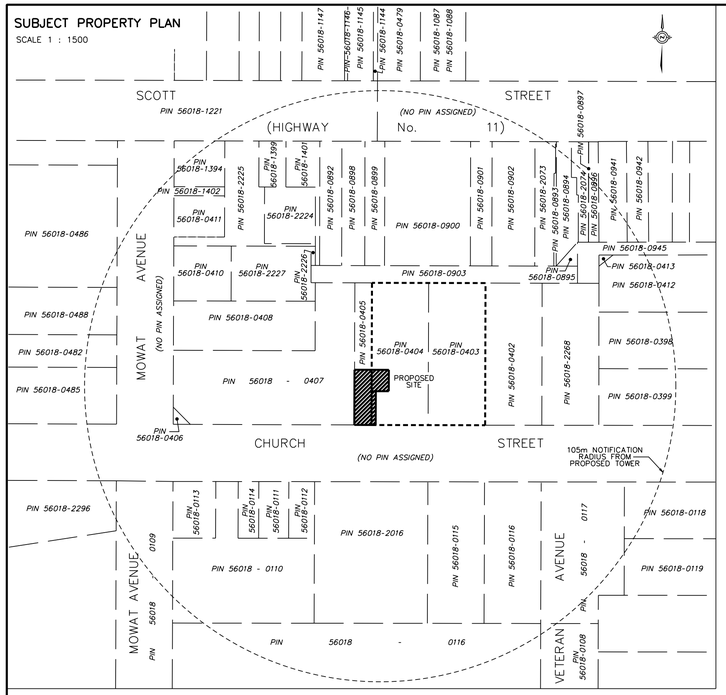
0 5 10 15 metres

J.D. BARNES LIMITED
ONTARIO LAND SURVEYORS
© COPYRIGHT 2021

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

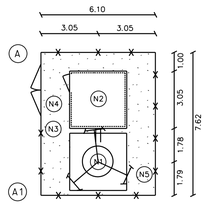
SUBJECT PROPERTY PLAN

SCALE 1 : 1500



PROPOSED COMPOUND LAYOUT (TOWER & GROUND SHELTER)

SCALE 1 : 150



NOTES

(N1) PROPOSED CIRCULAR STEEL MONOPOLE WITH 2-TIER MOUNTED PINWHELL ANTENNAS WITH LIGHTNING PROTECTION SYSTEM. ANTENNA NUMBER AND LOCATIONS TO BE DETERMINED. FOUNDATION DESIGN PENDING SOIL REPORT.

(N2) PROPOSED PREFABRICATED GALVANIZED STEEL EQUIPMENT SHELTER. FOUNDATION DESIGN PENDING SOIL REPORT.

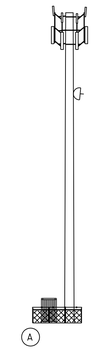
(N3) UTILITY CONNECTION AND ROUTING TO BE DETERMINED BY QUALIFIED PERSONNEL IN CONSULTATION WITH LOCAL AUTHORITY. PROPOSED FIBRE-OPTIC AND HYDRO SERVICES POTENTIALLY DIRECTED FROM CHURCH STREET, OR OTHER DENMARK POINT AS DETERMINED BY COMPETENT AUTHORITY.

(N4) REMOVE EXISTING TOPSOIL. PROOF ROLL SUBGRADE AND PLACE 300 mm GRANULAR A ACROSS COMPOUND AREA. FINISHED GRADE SURFACE TO BE MIN. 150 mmm ABOVE EXISTING GRADE AND SLOPED AWAY FROM SHELTER AT MIN. 1% ON ALL SIDES TO PROVIDE A DEQUATE DRAINAGE.

(N5) PROPOSED 1.8 m HIGH CHAIN LINK SECURITY FENCE.

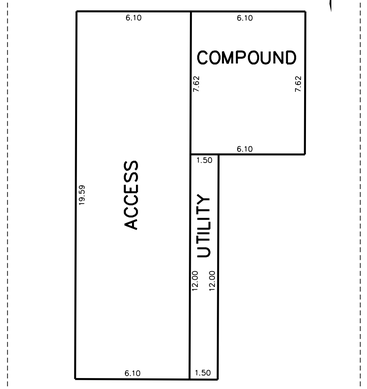
ELEVATION PLAN

NOT TO SCALE



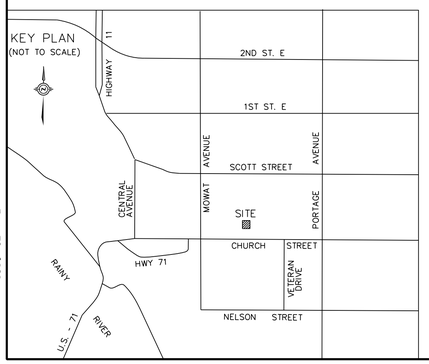
PROPOSED COMPOUND LAYOUT (TOWER & GROUND SHELTER)

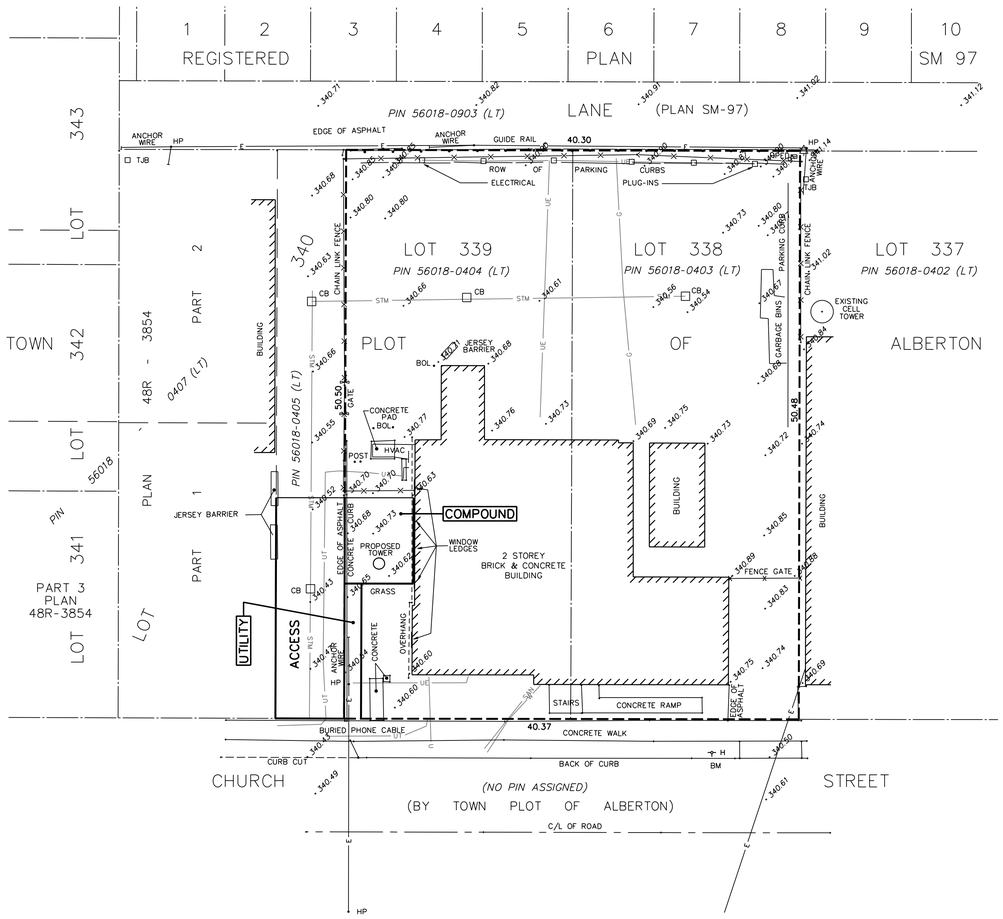
SCALE 1 : 150



KEY PLAN

(NOT TO SCALE)





SITE DATA

	EXISTING	PROPOSED
PROPERTY AREA	0.204 ha.	
LEASE AREA REQUIREMENTS		
COMPOUND (EXCLUSIVE)		46.4 sq.m.
ACCESS (NON-EXCLUSIVE)		119.4 sq.m.
UTILITY (NON-EXCLUSIVE)		18.0 sq.m.
TOTAL		183.8 sq.m.
UNITS		1 TOWER 1 SHELTER
HEIGHT OF TOWER		40 m
SETBACKS (PROPOSED TOWER)		
FRONT		13.8 m
SIDE		3.1 m
REAR		36.7 m

BENCHMARK

ELEVATIONS ARE GEODETIC (CGVD1928) AND WERE ESTABLISHED FROM GPS OBSERVATIONS COLLECTED WITH DUAL FREQUENCY RECEIVERS, POST PROCESSED USING NATURAL RESOURCES CANADA, PRECISE POINT POSITIONING SERVICE.

SITE BENCHMARK:
FIRE HYDRANT ON CONCRETE SIDEWALK ON CHURCH STREET.

ELEVATION: 341.67m.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999562.

BOUNDARY INFORMATION HAS BEEN COMPILED FROM AVAILABLE RECORDS AND HAS NOT BEEN VERIFIED BY FIELD SURVEY.

CAUTION

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

LEGEND

CB	DENOTES SINGLE CATCHBASIN
HJB	DENOTES HYDRO JUNCTION BOX
HPED	DENOTES HYDRO PEDESTAL
BOL	DENOTES BOLLARD
HP	DENOTES HYDRO POLE
TJB	DENOTES TELEPHONE JUNCTION BOX
H	DENOTES FIRE HYDRANT
-STM-	DENOTES STORM SEWER
-SAN-	DENOTES SANITARY SEWER
-G-	DENOTES GAS LINE
-E-	DENOTES OVERHEAD HYDRO CABLE
-W-	DENOTES WATERLINE
-STM-	DENOTES STORM SEWER
-UT-	DENOTES BURIED CABLE
-UE-	DENOTES BURIED ELECTRICAL CABLE
BM	DENOTES BENCHMARK

CERTIFICATE OF COMPLETION

I CERTIFY THAT:

1. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 21, 2021.

NOVEMBER 12, 2021
DATE

SHAFIC HABEBUR RAHMAN
ONTARIO LAND SURVEYOR

Bell

LATITUDE: N 48°36'32.9"
LONGITUDE: W 93°23'51.0"
ELEVATION: 340.7m

SITE: X3187 FORT FRANCES TOWN CENTRE

J.D.BARNES LIMITED
SURVEYING MAPPING GIS
LAND INFORMATION SPECIALISTS
1158 RUSSELL STREET, THUNDER BAY, ON P7B 5N2
T: (807) 622-6277 F: (807) 626-8040 www.jdbarnes.com

DRAWN BY:	CHECKED BY:	REFERENCE NO.:
KJ	SR	21-32-866-00

FILE: G:\21-32-866\00\Drawing\866-00-sitelpton.dgn DATED: 11/12/21

Industry Canada Industrie Canada

CPC-2-0-03
Issue 5
Released: June 26, 2014
Effective: July 15, 2014

Spectrum Management and Telecommunications

Client Procedures Circular

Radiocommunication and Broadcasting Antenna Systems

Aussi disponible en français – CPC-2-0-03

Canada

Comments and suggestions may be directed to the following address:

Industry Canada
Spectrum Management Operations Branch
235 Queen Street
Ottawa, Ontario
K1A 0H5

Attention: DOSP

Via e-mail: spectrum_pubs@ic.gc.ca

All Spectrum Management and Telecommunications publications are available on the following website at: http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/home.

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1. Introduction

Radiocommunication and broadcasting services are important for all Canadians and are used daily by the public, safety and security organizations, government, wireless service providers, broadcasters, utilities and businesses. In order for radiocommunication and broadcasting services to work, antenna systems including masts, towers, and other supporting structures are required. Antenna systems are normally composed of an antenna and some type of supporting structure, often called an antenna tower. Most antennas have their own integral mast so that they can be fastened directly to a building or a tower. There is a certain measure of flexibility in the placement of antenna systems which is constrained to some degree by: the need to achieve acceptable coverage for the service area; the availability of sites; technical limitations; and safety. In exercising its mandate, Industry Canada believes that it is important that antenna systems be deployed in a manner that considers the local surroundings.

1.1 Mandate

Section 5 of the *Radiocommunication Act* states that the Minister may, taking into account all matters the Minister considers relevant for ensuring the orderly development and efficient operation of radiocommunication in Canada, issue radio authorizations and approve each site on which radio apparatus, including antenna systems, may be located. Further, the Minister may approve the erection of all masts, towers and other antenna-supporting structures. Accordingly, proponents must follow the process outlined in this document when installing or modifying an antenna system. Also, the installation of an antenna system or the operation of a currently existing antenna system that is not in accordance with this process may result in its alteration or removal and other sanctions against the operator in accordance with the *Radiocommunication Act.*

1.2 Application

The requirements of this document apply to anyone (referred to in this document as the proponent) who is planning to install or modify an antenna system,[1] regardless of the type. This includes telecommunications carriers,[2] businesses, governments, Crown agencies, operators of broadcasting undertakings and the public (including for amateur radio operation and over-the-air TV reception). Anyone who proposes, uses or owns an antenna system must follow these procedures. The requirements also apply to those who install towers or antenna systems on behalf of others or for leasing purposes ("third party tower owners"). As well, parts of this process contain obligations that apply to existing antenna system owners and operators.

1.3 Process Overview

This document outlines the process that must be followed by proponents seeking to install or modify antenna systems. The broad elements of the process are as follows:

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[1] For the purposes of this document, an "antenna system" is normally composed of an antenna and some sort of supporting structure, normally a tower. Most antennas have their own integral mast so that they can be fastened directly to a building or a tower. Thus, where this document refers to an "antenna," the term includes the integral mast.

[2] For the purpose of this document, a "telecommunications carrier" means a person who owns or operates a transmission facility used by that person or another person to provide telecommunications services to the public for compensation.

1. Investigating sharing or using existing infrastructure before proposing new antenna-supporting structures.

2. Contacting the land-use authority (LUA) to determine local requirements regarding antenna systems.

3. Undertaking public notification and addressing relevant concerns, whether by following local LUA requirements or Industry Canada's default process, as is required and appropriate.

4. Satisfying Industry Canada's general and technical requirements.

5. Completing the construction.

It is Industry Canada's expectation that steps (2) to (4) will normally be completed within ***120 days***. Some proposals may be excluded from certain elements of the process (see Section 6). It is Industry Canada's expectation that all parties will carry out their roles and responsibilities in good faith and in a manner that respects the spirit of this document. If the requirements of this document are satisfied and the proposal proceeds then, under step (5), construction of the antenna system must be completed within three years of conclusion of consultation.

2. Industry Canada Engagement

There are a number of points in the processes outlined in this document where parties must contact Industry Canada to proceed. Further, anyone with any question regarding the process may contact the local Industry Canada office[3] for guidance. Based on a query by an interested party, Industry Canada may request parties to provide relevant records and/or may provide direction to one or more parties to undertake certain actions to help move the process forward.

3. Use of Existing Infrastructure (Sharing)[4]

This section outlines the roles of proponents and owners/operators of existing antenna systems. In all cases, parties should retain records (such as analyses, correspondence and engineering reports) relating to this section.

Before building a new antenna-supporting structure, Industry Canada requires that proponents first explore the following options:

- consider sharing an existing antenna system, modifying or replacing a structure if necessary;

[3] Please refer to Radiocommunication Information Circular RIC-66 for a list of addresses and telephone numbers for Industry Canada's regional and district offices. RIC-66 is available via the Internet at: http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/h_sf06073.html.

[4] See also Client Procedures Circular CPC-2-0-17, *Conditions of Licence for Mandatory Roaming and Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements*. CPC-2-0-17 is available via the Internet at: http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf09081.html.

- locate, analyze and attempt to use any feasible existing infrastructure such as rooftops, water towers etc.

A proponent is not normally expected to build a new antenna-supporting structure where it is feasible to locate an antenna on an existing structure, unless a new structure is preferred by the land-use authority.

Owners and operators of existing antenna systems are to respond to a request to share in a timely fashion and to negotiate in good faith to facilitate sharing where feasible. It is anticipated that 30 days is reasonable time for existing antenna system owners/operators to reply to a request by a proponent in writing with either:

- a proposed set of reasonable terms to govern the sharing of the antenna system; or

- a detailed explanation of why sharing is not possible.

4. Land-use Authority and Public Consultation

Contacting the Land-use Authority

Proponents must always contact the applicable land-use authorities to determine the local consultation requirements and to discuss local preferences regarding antenna system siting and/or design, unless their proposal falls within the exclusion criteria outlined in Section 6. If the land-use authority has designated an official to deal with antenna systems, then proponents are to engage the authority through that person. If not, proponents must submit their plans directly to the council, elected local official or executive. The 120-day consultation period commences only once proponents have formally submitted, in writing, all plans required by the land-use authority, and does not include preliminary discussions with land-use authority representatives.

Proponents should note that there may be more than one land-use authority with an interest in the proposal. Where no established agreement exists between such land-use authorities, proponents must, as a minimum, contact the land-use authority(ies) and/or neighbouring land-use authorities located within a radius of three times the tower height, measured from the tower base or the outside perimeter of the supporting structure, whichever is greater. As well, in cases where proponents are aware that a potential Aboriginal or treaty right or land claim may be affected by the proposed installation,[5] they must contact Industry Canada in order to ensure that the requirements for consultation are met.

Following the Land-use Authority Process

Proponents must follow the land-use consultation process for the siting of antenna systems, established by the land-use authority, where one exists. In the event that a land-use authority's existing process has no public consultation requirement, proponents must then fulfill the public consultation requirements contained in Industry Canada's Default Public Consultation Process (see Section 4.2). Proponents are not required to follow this requirement if the LUA's established process explicitly excludes their type of

[5] Proponents are encouraged to refer to local community and online resources (for example, the Aboriginal and Treaty Rights Information System (ATRIS) (http://sidait-atris.aadnc-aandc.gc.ca/atris_online/home-accueil.aspx) as applicable.

proposal from consultation or it is excluded by Industry Canada's criteria.[6] Where proponents believe the local consultation requirements are unreasonable, they may contact the local Industry Canada office in writing for guidance.

Broadcasting Undertakings

Applicants for broadcasting undertakings are subject to Canadian Radio-television and Telecommunications (CRTC) licensing processes in addition to Industry Canada requirements. Although Industry Canada encourages applicants to consult as early as practical in the application process, in some cases it may not be prudent for the applicants to initiate public and municipal/land-use consultation before receiving CRTC approval, as application denial by the CRTC would have result in unnecessary work for all parties involved. Therefore, assuming that the proposal is not otherwise excluded, broadcasting applicants may opt to commence land-use consultation after having received CRTC approval. However, broadcasting applicants choosing this approach are required, at the time of the CRTC application, to notify the land-use authority with a Letter of Intent outlining a commitment to conduct consultation after receiving CRTC approval. If the land-use authority raises concerns with the proposal as described in the Letter of Intent, applicants are encouraged to engage in discussions with the land-use authority regarding their concerns and attempt to resolve any issues. Refer to Broadcasting Procedures and Rules, Part 1 (BPR-1), for further details.

4.1 Land-use Authority Consultation

Industry Canada believes that any concerns or suggestions expressed by land-use authorities are important elements to be considered by proponents regarding proposals to install, or make changes to, antenna systems. As part of their community planning processes, land-use authorities should facilitate the implementation of local radiocommunication services by establishing consultation processes for the siting of antenna systems.

Unless the proposal meets the exclusion criteria outlined in Section 6, proponents must consult with the local land-use authority(ies) on any proposed antenna system prior to any construction. The aim of this consultation is to:

- discuss site options;
- ensure that local processes related to antenna systems are respected;
- address reasonable and relevant concerns (see Section 4.2) from both the land-use authority and the community they represent; and
- obtain land-use authority concurrence in writing.

Land-use authorities are encouraged to establish reasonable, relevant, and predictable consultation processes[7] specific to antenna systems that consider such things as:

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[6] In all cases, telecommunications carriers, broadcasting undertakings and third party tower owners must notify and consult with the local public when proposing a new antenna tower either by following Industry Canada's Default Public Consultation Process or, where one exists, the land-use authority's public consultation process..

[7] Industry Canada is available to assist land-use authorities in the development of local processes. In addition, land-use authorities may wish to consult Industry Canada's guide for the development of local consultation processes.

- the designation of suitable contacts or responsible officials;
- proposal submission requirements;
- public consultation;
- documentation of the concurrence process; and
- the establishment of milestones to ensure consultation process completion within ***120 days***.

Where they have specific concerns regarding a proposed antenna system, land-use authorities are expected to discuss reasonable alternatives and/or mitigation measures with proponents.

Under their processes, land-use authorities may exclude from consultation any antenna system installation in addition to those identified by Industry Canada's own consultation exclusion criteria (Section 6). For example, an authority may wish to exclude from consultation those installations located within industrial areas removed from residential areas, low visual impact installations, or certain types of structures located within residential areas such as personal antenna systems (e.g. used for over the air and satellite television reception or amateur radio operation).

4.2 Industry Canada's Default Public Consultation Process

Proponents must follow Industry Canada's Default Public Consultation Process where the local land-use authority does not have an established and documented public consultation process applicable to antenna siting. Industry Canada's default process has three steps whereby the proponent:

1. provides written notification to the public, the land-use authority and Industry Canada of the proposed antenna system installation or modification (i.e. public notification);

2. engages the public and the land-use authority in order to address relevant questions, comments and concerns regarding the proposal (i.e. responding to the public); and

3. provides an opportunity to the public and the land-use authority to formally respond in writing to the proponent regarding measures taken to address reasonable and relevant concerns (i.e. public reply comment).

Public Notification

1. Proponents must ensure that the local public, the land-use authority and Industry Canada are notified of the proposed antenna system. As a minimum, proponents must provide a notification package (see Appendix 1) to the local public (including nearby residences, community gathering areas, public institutions, schools, etc.), neighbouring land-use authorities, businesses, and property owners, etc.

Municipalities may also wish to refer to the protocol template developed in partnership between the Federation of Canadian Municipalities (FCM) and the Canadian Wireless Telecommunications Association (CWTA). The FCM/CWTA template can be found on the FCM's website www.fcm.ca.

located within a radius of three times the tower height.[8] The radius is measured from the outside perimeter of the supporting structure. For the purpose of this requirement, the outside perimeter begins at the furthest point of the supporting mechanism, be it the outermost guy line, building edge, face of the self-supporting tower, etc. Public notification of an upcoming consultation must be clearly marked, making reference to the proposed antenna system, so that it is not misinterpreted as junk mail. The notice must be sent by mail or be hand delivered. The face of the package must clearly reference that the recipient is within the prescribed notification radius of the proposed antenna system.

2. It is the proponent's responsibility to ensure that the notification provides at least 30 days for written public comment.

3. In addition to the minimum notification distance noted above, in areas of seasonal residence, the proponent, in consultation with the land-use authority, is responsible for determining the best manner to notify such residents to ensure their engagement.

4. In addition to the public notification requirements noted above, proponents of an antenna system proposed to be 30 metres or more in height must place a notice in a local community newspaper circulating in the proposed area.[9] Height is measured from the lowest ground level at the base, including the foundation, to the tallest point of the antenna system. Depending on the particular installation, the tallest point may be an antenna, lightning rod, aviation obstruction lighting or some other appurtenance. Any attempt to artificially reduce the height (addition of soil, aggregate, etc.) will not be included in the calculation or measurement of the height of the antenna system.

Responding to the Public

Proponents are to address all reasonable and relevant concerns, make all reasonable efforts to resolve them in a mutually acceptable manner and must keep a record of all associated communications. If the local public or land-use authority raises a question, comment or concern relating to the antenna system as a result of the public notification process, then the proponent is required to:

1. respond to the party in writing within ***14 days*** acknowledging receipt of the question, comment or concern and keep a record of the communication;

2. address in writing all reasonable and relevant concerns within ***60 days*** of receipt or explain why the question, comment or concern is not, in the view of the proponent, reasonable or relevant; and

3. in the written communication referred to in the preceding point, clearly indicate that the party has ***21 days*** from the date of the correspondence to reply to the proponent's response. The proponent must provide a copy of all public reply comments to the local Industry Canada office.

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8 Proponents are advised that municipalities may set reasonable public notification distances appropriate for their communities when establishing their own protocols.

9 The notice must be synchronized with the distribution of the public notification package. It must be legible and placed in the public notice section of the newspaper. The notice must include: a description of the proposed installation; its location and street address; proponent contact information and mailing address; and an invitation to provide public comments to the proponent within ***30 days*** of the notice. In areas without a local newspaper, other effective means of public notification must be implemented. Proponents may contact the local Industry Canada office for guidance.

Responding to reasonable and relevant concerns may include contacting a party by telephone, engaging in a community meeting or having an informal, personal discussion. Between steps 1 and 2 above, the proponent is expected to engage the public in a manner it deems most appropriate. Therefore, the letter at step 2 above may be a record of how the proponent and the other party addressed the concern at hand.

Public Reply Comments

As indicated in step 3 above, the proponent must clearly indicate that the party has ***21 days*** from the date of the correspondence to reply to the response. The proponent must also keep a record of all correspondence/discussions that occurred within the ***21-day*** public reply comment period. This includes records of any agreements that may have been reached and/or any concerns that remain outstanding.

The factors that will determine whether a concern is reasonable or relevant according to this process will vary but will generally be considered if they relate to the requirements of this document and to the particular amenities or important characteristics of the area surrounding the proposed antenna system. Examples of concerns that proponents are to address may include:

- Why is the use of an existing antenna system or structure not possible?
- Why is an alternate site not possible?
- What is the proponent doing to ensure that the antenna system is not accessible to the general public?
- How is the proponent trying to integrate the antenna into the local surroundings?
- What options are available to satisfy aeronautical obstruction marking requirements at this site?
- What are the steps the proponent took to ensure compliance with the general requirements of this document including the *Canadian Environmental Assessment Act* (CEAA), Safety Code 6, etc.?

Concerns that are not relevant include:

- disputes with members of the public relating to the proponent's service, but unrelated to antenna installations;
- potential effects that a proposed antenna system will have on property values or municipal taxes;
- questions whether the *Radiocommunication Act*, this document, Safety Code 6, locally established by-laws, other legislation, procedures or processes are valid or should be reformed in some manner.

4.3 Concluding Consultation

The proponent may only commence installation/modification of an antenna system after the consultation process has been completed by the land-use authority, or Industry Canada confirms concurrence with the consultation portion of this process, and after all other requirements under this process have been met. Consultation responsibilities will normally be considered complete when the proponent has:

1. concluded consultation requirements (Section 4.1) with the land-use authority;

2. carried out public consultation either through the process established by the land-use authority or Industry Canada's Default Public Consultation Process where required; and

3. addressed all reasonable and relevant concerns.

Concluding Land-use Authority Consultation

Industry Canada expects that land-use consultation will be completed within ***120 days*** from the proponent's initial formal contact with the local land-use authority. Where unavoidable delays may be encountered, the land-use authority is expected to indicate when the proponent can expect a response to the proposal. If the authority is not responsive, the proponent may contact Industry Canada. Depending on individual circumstances, Industry Canada may support additional time or consider the land-use authority consultation process concluded.

Depending on the land-use authority's own process, conclusion of local consultation may include such steps as obtaining final concurrence for the proposal via the relevant committee, a letter or report acknowledging that the relevant municipal process or other requirements have been satisfied, or other valid indication, such as the minutes of a town council meeting indicating LUA approval. Compliance with informal city staff procedures, or grants of approval strictly related to zoning, construction, etc. will not normally be sufficient.

Industry Canada recognizes that approvals for construction (e.g. building permits) are used by some land-use authorities as evidence of consultation being concluded. Proponents should note that Industry Canada does not consider the fact a permit was issued as confirmation of concurrence, as different land-use authorities have different approaches. As such, Industry Canada will only consider such approvals as valid when the proponent can demonstrate that the LUA's process was followed and that the LUA's preferred method of concluding LUA consultation is through such an approval.

Concluding Industry Canada's Default Public Consultation Process

Industry Canada's Default Public Consultation Process will be considered concluded when the proponent has either:

- received no written questions, comments or concerns to the formal notification within the ***30-day*** public comment period; or

- if written questions, comments or concerns were received, the proponent has addressed and resolved all reasonable and relevant concerns and the public has not provided further comment within the ***21-day*** reply comment period.

In the case where the public responds within the ***21-day*** reply comment period, the proponent has the option of making further attempts to address the concern on its own, or can request Industry Canada engagement. If a request for engagement is made at this stage, Industry Canada will review the relevant material, request any further information it deems pertinent from any party and may then decide that:

- the proponent has met the consultation requirements of this process and that Industry Canada concurs that installation or modification may proceed; or

- the parties should participate in further attempts to mitigate or resolve any outstanding concern.

4.4 Post-Consultation

Whether the proponent followed a land-use authority's consultation process or Industry Canada's default public consultation process, construction of an antenna system must be completed within three years of the conclusion of consultation. After three years, consultations will no longer be deemed valid except in the case where a proponent secures the agreement of the relevant Land-Use Authority to an extension for a specified time period in writing. A copy of the agreement must be provided to the local Industry Canada office.

5. Dispute Resolution Process

The dispute resolution process is a formal process intended to bring about the timely resolution where the parties have reached an impasse.

Upon receipt of a written request from a stakeholder other than the general public, asking for Departmental intervention concerning a reasonable and relevant concern, the Department may request that all involved parties provide and share all relevant information. The Department may also gather or obtain other relevant information and request that parties provide any further submissions if applicable. The Department will, based on the information provided, either:

- make a final decision on the issue(s) in question, and advise the parties of its decision; or

- suggest the parties enter into an alternate dispute resolution process in order to come to a final decision. Should the parties be unable to reach a mutually agreeable solution, either party may request that the Department make a final decision.

Upon resolution of the issue under dispute, the proponent is to continue with the process contained within this document as required.

6. Exclusions

All proponents must satisfy the General Requirements outlined in Section 7 regardless of whether an exclusion applies to their proposal. All proponents must also consult the land-use authority and the public unless a proposal is specifically excluded. Individual circumstances vary with each antenna system installation and modification, and the exclusion criteria below should be applied in consideration of local circumstances. Consequently, it may be prudent for the proponent to consult even though the proposal meets an exclusion noted below. Therefore, when applying the criteria for exclusion, proponents should consider such things as:

- the antenna system's physical dimensions, including the antenna, mast, and tower, compared to the local surroundings;

- the location of the proposed antenna system on the property and its proximity to neighbouring residents;
- the likelihood of an area being a community-sensitive location; and
- Transport Canada's marking and lighting requirements for the proposed structure.

The following proposals are excluded from land-use authority and public consultation requirements:

- **New Antenna Systems**: where the height is less than 15 metres above ground level. This exclusion does not apply to antenna systems proposed by telecommunications carriers, broadcasting undertakings or third party tower owners;

- **Existing Antenna Systems**: where modifications are made, antennas added or the tower replaced[10], including to facilitate sharing, provided that the total cumulative height increase is no greater than 25% of the height of the initial antenna system installation[11]. No increase in height may occur within one year of completion of the initial construction. This exclusion does not apply to antenna systems using purpose built antenna supporting structures with a height of less than 15 metres above ground level operated by telecommunications carriers, broadcasting undertakings or third party tower owners;

- **Non-Tower Structure**: antennas on buildings, water towers, lamp posts, etc. may be excluded from consultation provided that the height above ground of the non-tower structure, exclusive of appurtenances, is not increased by more than 25%;[12] and

- **Temporary Antenna Systems**: used for special events or emergency operations and must be removed within three months after the start of the emergency or special event.

No consultation is required prior to performing maintenance on an existing antenna system.

Proponents who are not certain if their proposals are excluded, or whether consultation may still be prudent, are advised to contact the land-use authority and/or Industry Canada for guidance.

Height is measured from the lowest ground level at the base, including the foundation, to the tallest point of the antenna system. Depending on the particular installation, the tallest point may be an antenna, lightning rod, aviation obstruction lighting or some other appurtenance. Any attempt to artificially reduce the height (addition of soil, aggregate, etc.) will not be included in the calculation or measurement of the height of the antenna system.

7. General Requirements

In addition to roles and responsibilities for site sharing, land-use consultation and public consultation, proponents must also fulfill other important obligations including: compliance with Health Canada's

[10] The exclusion for the replacement of existing antenna systems applies to replacements that are similar to the original design and location.

[11] Initial antenna system installation refers to the system as it was first consulted on, or installed.

[12] Telecommunication carriers, operators of broadcasting undertakings and third party tower owners may benefit from local knowledge by contacting the land-use authority when planning an antenna system that meets this exclusion criteria.

Safety Code 6 guideline for the protection of the general public; compliance with radio frequency immunity criteria; notification of nearby broadcasting stations; environmental considerations; and Transport Canada/NAV CANADA aeronautical safety responsibilities.

7.1 Radio Frequency Exposure Limits

Health Canada has established safety guidelines for exposure to radio frequency fields, in its Safety Code 6 publication, entitled: *Limits of Human Exposure to Radiofrequency Electromagnetic Fields in the Frequency Range from 3 kHz to 300 GHz*.[13] While the responsibility for developing Safety Code 6 rests with Health Canada, Industry Canada has adopted this guideline for the purpose of protecting the general public. Current biomedical studies in Canada and other countries indicate that there is no scientific or medical evidence that a person will experience adverse health effects from exposure to radio frequency fields, provided that the installation complies with Safety Code 6.

It is the responsibility of proponents and operators of installations to ensure that all radiocommunication and broadcasting installations comply with Safety Code 6 at all times, including the consideration of combined effects of nearby installations within the local radio environment.

Telecommunications common carriers and operators of broadcasting undertakings are to carry out an exposure evaluation on all new installations and following any increases in radiated power. Either measurement surveys or mathematical or numerical computations can be used for this evaluation. Where the radio frequency emission of any installation, whether telecommunications carrier or broadcasting operator, is greater than, or is equal to, 50%, of the Safety Code 6 limits for uncontrolled environments at locations accessible to the general public (i.e. not solely available for access by workers), the operator(s) of radio frequency emitters must notify Industry Canada and demonstrate compliance with Safety Code 6. This determination of 50% of Safety Code 6 must be in consideration of the local radio environment.

For all proponents following Industry Canada's Default Public Consultation Process, the proponent's notification package must provide a written attestation that there will be compliance with Safety Code 6 for the protection of the general public, including consideration of nearby radiocommunication systems. The notification package must also indicate any Safety Code 6 related signage and access control mechanisms that may be used.
Compliance with Safety Code 6 is an ongoing obligation. At any time, antenna system operators may be required, as directed by Industry Canada, to demonstrate compliance with Safety Code 6 by (i) providing detailed calculations, and/or (ii) conducting site surveys and, where necessary, by implementing corrective measures.[14] At the request of Industry Canada, telecommunications carriers and operators of broadcasting undertakings must provide detailed compliance information for individual installations within five days of the request. Proponents and operators of existing antenna systems must retain copies of all information related to Safety Code 6 compliance such as analyses and measurements.

[13] To obtain an electronic copy of Safety Code 6, contact: publications@hc-sc.gc.ca.

[14] See Client Procedures Circular CPC-2-0-20, *Radio Frequency (RF) Fields – Signs and Access Control.*

7.2 Radio Frequency Immunity

All radiocommunication and broadcasting proponents and existing spectrum users are to ensure that their installations are designed and operated in accordance with Industry Canada's immunity criteria as outlined in EMCAB-2[15] in order to minimize the malfunctioning of electronic equipment in the local surroundings. Broadcasting proponents and existing undertakings should refer to Broadcasting Procedures and Rules - Part 1, *General Rules* (BPR-1) for additional information and requirements[16] on this matter.

Proponents are advised to consider the potential effect that their proposal may have on nearby electronic equipment. In this way, they will be better prepared to respond to any questions that may arise during the public and land-use consultation processes, or after the system has been installed.

Land-use authorities should be prepared to advise proponents and owners of broadcasting undertakings of plans for the expansion or development of nearby residential and/or industrial areas. Such expansion or development generally results in the introduction of more electronic equipment in the area and therefore an increased potential for electronic equipment to malfunction. By keeping broadcasters aware of planned developments and changes to adjacent land-use, they will be better able to work with the community. Equally, land-use authorities have a responsibility to ensure that those moving into these areas, whether prospective residents or industry, are aware of the potential for their electronic equipment to malfunction when located in proximity to an existing broadcasting installation. For example, the LUA could ensure that clear notification be provided to future prospective purchasers.

7.3 Proximity of Proposed Structure to Broadcasting Undertakings

Where the proposal would result in a structure that exceeds 30 metres above ground level, the proponent is to notify operators of AM, FM and TV undertakings within 2 kilometres, due to the potential impact the physical structure may have on these broadcasting undertakings. Metallic structures close to an AM directional antenna array may change the antenna pattern of the AM broadcasting undertaking. These proposed structures can also reflect nearby FM and TV signals, causing "ghosting" interference to FM/TV receivers used by the general public.

7.4 Canadian Environmental Assessment Act

Industry Canada requires that the installation and modification of antenna systems be done in a manner that complies with appropriate environmental legislation. This includes the *Canadian Environmental Assessment Act, 2012* (CEAA 2012), where the antenna system is incidental to a physical activity or project designated under CEAA 2012, or is located on federal lands.

An antenna system may not proceed where it is incidental to a designated project (as described in the *Regulations Designating Physical Activities*), or is otherwise expressly designated by the Minister of the

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15 For more information see EMCAB-2, entitled: *Criteria for Resolution of Immunity Complaints Involving Fundamental Emissions of Radiocommunications Transmitters* available at: http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf01005.html.

16 BPR-1 - Part I: General Rules can be found on the Spectrum Management and Telecommunications website at: http://strategis.ic.gc.ca/epic/internet/insmt-gst.nsf/en/sf01326e.html.

Environment without satisfying certain requirements applicable to designated projects. Therefore, a proponent of this type of project must contact Industry Canada for direction on how to proceed.

Any proposed antenna system on federal land may not proceed without a determination of environmental effects by Industry Canada. In order to assist the Department in making such a determination, proponents must submit a project description to Industry Canada, considering and addressing those elements of the environment described in CEAA 2012, as well as any determination of environmental effects that may have been made by the authority responsible for managing the federal land. Industry Canada may also require further information before it can complete its assessment. Industry Canada will inform the proponent of the results of its determination and may impose conditions related to mitigating any adverse effects after making its determination and/or may need to refer the matter to the Governor-in-Council under CEAA 2012.

In addition, notices under Industry Canada's default public consultation process require written confirmation of the project's status under CEAA 2012 (e.g., whether it is incidental to a designated project or, if not, whether it is on federal lands).

In addition to CEAA requirements, proponents are responsible to ensure that antenna systems are installed and operated in a manner that respects the local environment and that complies with other statutory requirements, such as those under the *Canadian Environmental Protection Act, 1999,* the *Migratory Birds Convention Act, 1994*, and the *Species at Risk Act*, as applicable.

For projects north of the 60th parallel, environmental assessment requirements may arise from federal statutes other than the aforementioned Acts or from Comprehensive Land Claim Agreements. Industry Canada requires that installation or modification of antennas or antenna supporting structures be done in accordance with these requirements, as appropriate.

7.5 Aeronautical Safety

Proponents must ensure their proposals for any antenna system are first reviewed by Transport Canada and NAV CANADA.

Transport Canada will perform an assessment of the proposal with respect to the potential hazard to air navigation and will notify proponents of any painting and/or lighting requirements for the antenna system. NAV CANADA will comment on whether the proposal has an impact on the provision of their national air navigation system, facilities and other services located off-airport.

As required, the proponent must:

1. submit an Aeronautical Obstruction Clearance form to Transport Canada;

2. submit a Land-use Proposal Submission form to NAV CANADA;

3. include Transport Canada marking requirements in the public notification package;

4. install and maintain the antenna system in a manner that is not a hazard to aeronautical safety; and

5. retain all correspondence.

For those antenna systems subject to Industry Canada's Default Public Consultation Process, the proponent will inform the community of any marking requirements. Where options are possible, proponents are expected to work with the local community and Transport Canada to implement the best and safest marking options. Proponents should be aware that Transport Canada does not advise Industry Canada of marking requirements for proposed structures. Proponents are reminded that the addition of, or modification to, obstruction markings may result in community concern and so any change is to be done in consultation with the local public, land-use authority and/or Transport Canada, as appropriate.

References and Details

Aeronautical Obstruction Clearance forms are available from any Transport Canada Aviation Group Office. Both the Aeronautical Obstruction Clearance form (#26-0427) and a list of Transport Canada Aviation Group regional offices are available on the Transport Canada website.[17] Completed forms are to be submitted directly to the nearest Transport Canada Aviation Group office. (Refer to Canadian Aviation Regulations, Standard 621.19, Standards Obstruction Markings).

Land-use Proposal Submission forms are available from NAV CANADA[18] and completed forms are to be sent to the appropriate NAV CANADA General Manager Airport Operations (GMAO) office, East or West.

[17] The Transport Canada website can be found at: http://www.tc.gc.ca.

[18] Search keywords "Land-use Proposal" on the NAV CANADA website at: http://www.navcanada.ca.

Appendix 1 – Industry Canada's Default Public Consultation Process - Public Notification Package

The proponent must ensure that at least ***30 days*** are provided for public comment. Notification must provide all information on how to submit comments to the proponent in writing. Notices must be clearly marked, making reference to the proposed antenna system, so that it is not misinterpreted as junk mail. The notice must be sent by mail or be hand delivered. The face of the package must clearly indicate that the recipient is within the prescribed notification radius of the proposed antenna system. The proponent must also provide a copy of the notification package to the land-use authority and the local Industry Canada office at the same time as the package is provided to the public.

Notification must include, but need not be limited to:

1) the proposed antenna system's purpose, the reasons why existing antenna systems or other infrastructure cannot be used, a list of other structures that were considered unsuitable and future sharing possibilities for the proposal;

2) the proposed location within the community, the geographic coordinates and the specific property or rooftop;

3) an attestation[19] that the general public will be protected in compliance with Health Canada's Safety Code 6 including combined effects within the local radio environment at all times;

4) identification of areas accessible to the general public and the access/demarcation measures to control public access;

5) information on the environmental status of the project, including any requirements under the *Canadian Environmental Assessment Act, 2012*;

6) a description of the proposed antenna system including its height and dimensions, a description of any antenna that may be mounted on the supporting structure and simulated images of the proposal;

7) Transport Canada's aeronautical obstruction marking requirements (whether painting, lighting or both) if available; if not available, the proponent's expectation of Transport Canada's requirements together with an undertaking to provide Transport Canada's requirements once they become available;

8) an attestation that the installation will respect good engineering practices including structural adequacy;

9) reference to any applicable local land-use requirements such as local processes, protocols, etc.;

[19] Example: I, (*name of individual or representative of company*) attest that the radio installation described in this notification package will be installed and operated on an ongoing basis so as to comply with Health Canada's Safety Code 6, as may be amended from time to time, for the protection of the general public, including any combined effects of nearby installations within the local radio environment.

10) notice that general information relating to antenna systems is available on Industry Canada's Spectrum Management and Telecommunications website (http://www.ic.gc.ca/towers);

11) contact information for the proponent, land-use authorities and the local Industry Canada office; and

12) closing date for submission of written public comments (not less than ***30 days*** from receipt of notification).

Town of Fort Frances
Administrative Report

TO: Mayor and Council
FROM: Cody Vangel, Chief Building Official & Municipal Planner
SUBJECT: **Flint House - Front Street (Marina) Food Truck & Patio Request**
DATE: March 14, 2022

Issue:
Consideration to allow Flint House to operate a food truck and temporary licensed (serving alcohol) patio at the Marina parking lot on Front Street

Strategic Impact:
1. Attracting new industry and attracting investment for local business development.
2. Promotion of Tourism / Destination Tourism

Options/Alternatives:
1. Enter into a licensing agreement with Flint House to operate a food truck and temporary patio (licensed) at the Sorting Gap Marina parking lot.
2. Reject request in part or whole.

Administrative Recommendation:
RECOMMENDED THAT the Town of Fort Frances enter into a licensing agreement with 1930709 Ontario Inc. o/a Flint House to permit a food truck and temporary licensed patio at the Sorting Gap Marina.

History:
1930709 Ontario Inc. o/a Flint House entered into a licensing agreement with the Town of Fort Frances during the summer of 2021 to operate a food truck and temporary licensed patio at the Sorting Gap Marina. The food truck was located stationary in the first parking stall to the west of the marina building, and the patio area was located on the grass between the mentioned parking stall and the marina building.

Analysis:
1930709 Ontario Inc. o/a Flint House has requested to situate a food truck and temporary licensed patio once again at the Sorting Gap Marina. In addition to the request submitted last year, Flint House will be seeking the use of three parking stalls, one of which will be used for the food truck, and the other two will be used to house a wooden patio situated at curb height covering only the area of the two stalls. Flint House will still be seeking use of the greenspace directly to the west of the marina building. The attached site plan should assist to provide a visual representation.

The sorting gap marina currently offers the following designated parking provisions:
- 43 regular parking stalls
- 2 accessible parking stalls
- 34 trailer accommodated parking stalls
- 1 accessible trailer accommodated stall

Additional parking is often provided near and along the former weigh scale access route and within the former wood yard. The removal of 3 stall does not appear that it would significantly affect parking capacities for the marina, but the committee should be aware if similar requests come forth that further consideration of occupying parking spaces will need to be reviewed on a case by case basis.

Based on the attached site plan, Flint House intends to locate the food truck on the west most parking stall of the three stalls requested, which would sit on top of a stormwater catch basin. For the sake of transparency, provision in the agreement, if approved, will be necessary to ensure that the Town has unobstructed access to this catch basin on short notice if access for maintenance purposes is deemed necessary. Additionally, verbiage should be included that either component does not obstruct drainage to said catch basin.

It should also be noted that the location of the food truck and the wooden patio component will be located overtop of approximately 3-4 ground anchors for the Fort Frances Canadian Bass Championship (FFCBC) tent. A provision in the agreement should be considered that the patio and food truck be moved in advance of the erection of the FFCBC tent (if proceeding) or as otherwise agreed to between Flint House and the FFCBC.

The proponent will be expected to comply will all laws and regulations as applicable and as indicated in the draft agreement including but not limited to the following:

- Provision of insurance
- Compliance with the Alcohol and Gaming Commission of Ontario
- Northwestern Health Unit

It will also be noted that based on the Town's 2022 user fee schedule that the fee necessary for said agreement will be $389.30.

The Planning and Development Executive Committee and the Community Services Executive Committee both considered this matter at their March 7, 2022 session where consensus to recommend approval was provided by both committees.

Consultation:

Travis Rob, Operations and Facilities Manager
Patrick Briere, By-Law Enforcement Officer

Supporting Document / Financial Documents:

1. Draft licensing agreement
2. Site plan
3. Letter of request

Food Services Vehicle Agreement/License of Premises

THIS AGREEMENT ("Agreement") made this ** day of *******, **********, by and between

The Corporation of the Town of Fort Frances,
a company incorporated under the laws of the Province of Ontario,

("Licensor")

-and-

1930709 Ontario Inc.
a company incorporated under the laws of The Province of Ontario.

("Licensee"),

WHEREAS the Licensor, The Corporation of the Town of Fort Frances is the lessee of the premises known as the Sorting Gap Marina ("Marina") located at 1101 Front Street, Fort Frances, ON;

AND WHEREAS The Licensee, 1930709 Ontario Inc., operates a food services vehicle, also known as a "food truck", possesses a current license to do so from the municipality and wishes to operate it's food truck at the Marina.

WITNESSETH: That for and in consideration of the mutual promises and subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee the right and licence to install, maintain and operate,in accordance with the provisions hereinafter set forth, a food service vehicle and restaurant patio ("Food Service Vehicle"), on a portion of those premises commonly known as The Sorting Gap Marina, which premises are owned by the Licensor. Licensor and Licensee acknowledge and agree that Licensee shall have the right to exercise its rights contained herein,

1. Term

The Licensee may operate on the Licensed Premises up to October 15th of the year of the execution of this Agreement.

After October 15th the Licensor may at its sole discretion grant permission to the Licensee to operate the Food Services Vehicle. Such permission, if given will be granted in writing. Further, the Licensor shall have the authority to give such permission and to withdraw such permission based on changing conditions. The decision of whether to allow operations to occur will be made at the sole discretion of the Licensor.

2. Location

The Licence granted under this Agreement shall apply with respect only to the Marina.

3. Payments

Commencing on the date on which the Food Service Vehicle opens for business the Licensee shall pay to Licensor throughout the Initial Term as license fees ("Licence Fees") the amount of $1.00 per year, payable in advance.

4. Use and Occupancy

Licensee shall have the right to use and occupy approximately two thousand (2000) square feet located on the west side of the Marina building ("Licensed Location"), inclusive of three parking spaces, as shown outlined in Schedule "A". Licensee shall have the right to use the Licensed Location only for the purposes of operating a Food Service Vehicle and restaurant patio and for no other purpose. Any solicitation of customers shall be done in a professional and courteous manner. The Licensee shall not operate the Food Service Vehicle or restaurant patio in any location other than the Licensed Location without first obtaining the written consent of the Licensor, which consent may be unreasonably withheld.

The Licensee and the Licensor acknowledge and agree that the Licensee shall have the right to exercise its rights contained herein subject to and subordinate to the provisions of a lease that will be granted by the Licensor to a third party for the operation of a Marina at or near the Licensed Location and, its employees and/or agents shall not do or fail to do anything in or at the Licensed Location which would interfere with the operation of the Marina. Licensor may, from time to time, give Licensee notice of any act or omission by Licensee, its employees or agents that is, would or could interfere with the operation of the Marina at or near the Licensed Location. Upon Licensee's receipt of notice, Licensee, its employees and/or agents shall promptly cease and refrain from doing at all future times any and everything that Licensor advises Licensee is, would or could interfere with the operation of the Marina.

Licensee shall maintain and conduct its operations in a first class and proper manner. Licensee's use of the Licensed Location shall be subject to such reasonable limitations and restrictions as Licensor may, from time to time, impose (including hours of operation during which the Food Service Vehicle and/or the restaurant patio are open to the public); provided, however, that such restrictions and limitations shall not unreasonably interfere with or hinder Licensee's operations at the Licensed Location. Except in the case of an emergency, Licensee's personnel shall not block or unduly restrict access to the Marina.

5. Licensee's Employees

All persons employed by Licensee in or about or in connection with the operation of the Licensed location shall be Licensee's employees for all purposes. Licensee shall, at its own cost and expense, maintain worker's compensation coverage, unemployment compensation coverage and any other coverages which may be required by law or by paragraph 9 herein below with respect to Licensee's employees.

Licensee's employees and invitees shall be entitled to use toilets, "break-rooms" and other similar facilities provided by Licensor subject to any rules and regulations promulgated by Licensor.

6. Improvements, Additions, and Signs

Licensee, at its sole cost and expense, shall construct and furnish all fixtures, equipment and furnishings (including but not limited to fenced boundaries) which it deems necessary or desirable for its operations at the Licensed Location and shall pay for all costs of modification of the existing Licensed Location or the installation of its fixtures, equipment and furnishings. Licensee shall comply with all applicable laws, orders and regulations of federal, provincial and municipal authorities and with any direction given by a public officer pursuant to law and with all regulations of any fire underwriters association having jurisdiction. Licensee shall not make any modification nor shall it attach any fixtures or equipment to the Marina utilities without Licensor's prior written approval. Licensee shall submit plans and specifications in reasonable detail (including, without limitation, electrical and mechanical systems, design, colour and proposed materials) of the proposed fixtures, equipment and furnishings to Licensor for written approval prior to doing any work. Licensee shall obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the Licensed Location. Subject to Licensor's prior written consent, Licensee may place a sign identifying its operation in the Marina window (provided the Marina Lease and applicable law permits such sign). Exterior signs shall be subject to any restrictions imposed on Licensor and applicable law and to the prior written consent of Licensor. Any work done pursuant to this article shall be at times which are agreeable to Licensor. Licensor may require the Licensee to

temporarily cease carrying on the whole or part of the work, and the Licensee agrees to immediately cease work, provided that Licensor prescribes a time or times during which such work may be continued by the Licensee. The removal of any works after the licensing period shall be at the sole cost of the Licensee.

7. Maintenance and Repair

Licensee, at its sole cost and expense, shall take care of and maintain the Licensed Location in good order and repair. Licensor may, at its sole cost and expense, take care of and maintain or cause to be maintained, such portions of the Marina other than the Licensed Location as may affect the Licensed Location, including without limitation, plumbing, electrical equipment (except any equipment in the Licensed Location and any equipment installed by Licensee), and all other structural portions of the Marina; provided however, that the preceding shall not obligate the Licensor to undertake such maintenance on behalf of the Licensee. Licensor and its contractors shall be granted access during normal business hours to enter the Licensed Location for the purpose of servicing, maintaining and otherwise performing service in connection with the Marina; provided, however, that they shall in no event disrupt Licensor's business.

The Licensee shall at its own cost and expense at all times during the currency of this Agreement, keep the Licensed Location in a neat, safe and tidy condition, removing or causing to be removed therefrom all papers, refuse, litter, waste or rubbish arising out of the operations of the Licensee all to the satisfaction of the Licensor at its sole and absolute discretion. The Licensee shall be solely responsible for waste removal on the Licensed Location.

The Licensee shall ensure the Licensor is provided free and unobstructed access to the licensed area at moments notice to conduct any maintenance or other activities as necessary with the subject lands.

8. Services, Utilities, Accessibility, and Public Toilets

Licensee shall be solely responsible for providing all utilities and services required at the Licensed Location at its sole and absolute expense, including but not limited to electrical and water services. The Licensee may be permitted to use Marina utilities and sanitary facilities subject to the terms of the Marina lease and obtaining approval from the lease holder of the Marina building and operations. Should said approvals be denied the Licensee shall obtain accessory sanitary facilities in accordance with all applicable laws and regulations.

Licensee shall be solely responsible for compliance with the provisions of the Accessibility for *Ontarians with Disabilities Act, 2001, S.O. 2001, c. 32* as may be amended as well as its accompanying regulations (together the "Accessibility Act"); shall be responsible at its sole cost and expense for rendering the Licensed Location in compliance therewith; and, Licensee shall indemnify and hold harmless Licensor, its employees and agents from any and all claims, causes of action, damages, expenses and liability, including reasonable legal fees, sustained or incurred by any persons which are based upon or arise out a violation of the *Accessibility Act* at the Licensed Location.

9. Insurance

Licensee shall also keep in force during the term of this Agreement:

(a) **Commercial General Liability Insurance**
Commercial General Liability insurance satisfactory to the Licensor and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

i. A limit of liability of not less than $5,000,000.00/occurrence with an aggregate of not less than $5,000,000.00;
ii. The Town of Fort Frances shall be listed as an additional insured with respect to the operations of the Named Insured;
iii. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured;
iv. Non-owned automobile coverage with a limit not less than $2,000,000.00 and shall include

contractual non-owned coverage (SEF 96);
v. Products and completed operations coverage;
vi. Broad Form Property Damage;
vii. Contractual Liability;
viii. The policy shall provide 30 days prior notice of cancellation; and,
ix. Host Liquor Liability

(b) Automobile Insurance
Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario having an inclusive limit of not less than $2,000,000.00 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Licensee.

(c) Property Insurance
Property Insurance for any property being brought onto municipal property owned by the Licensee.

(d) Primary Coverage Insurance
The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Licensor shall be named as a named additional insured in any policy of insurance required to be carried hereunder and shall receive thirty (30) days' notice of cancellation of any such insurance policy. Licensee shall furnish Licensor with a copy of the insurance policy or certificate evidencing such coverage upon request and/or within ten (10) days prior to the Rent Commencement Date.

Licensee shall, at its own cost and expense, comply with all regulations or orders of any insurance company of companies relating to its operation.

10. Indemnification

Licensee shall indemnify and hold harmless Licensor, its employees and agents from any and all claims, causes of action, damages, expenses and liability, including reasonable legal fees, sustained or incurred by any persons which are based upon or arise out of illness or injury, including death of any person or property damage to any property, and which arise from or in any manner grow out of any act or omission of Licensee, its agents, partners, independent contractors, or employees. Licensee shall immediately respond and assume the investigation, defense and expense of all claims and causes of action arising out of or in connection with such occurrences. Licensor may, at its sole cost and expense, join in such defense with counsel of its choice.

The Licensee hereby waives all rights of recovery against Licensor, its agents, customers and employees for damage or destruction to its goods, fixtures and equipment arising out of fire, water damage or other casualty whether or not caused by the acts or negligence of Licensor, its agents, customers and employees excepting only the gross negligence thereof.

11. Default

If Licensee fails to pay the Licence Fees, or any other charge provided for hereunder when the same is due, and the same shall not be paid after ten (10) days, or if Licensee breaches any other covenant of this Agreement and fails to remedy same within twenty (20) days after written notice of such breach, or as to matters which cannot be remedied in twenty (20) days fails to commence efforts to remedy such default within such twenty (20) day period and thereafter diligently to prosecute such efforts, Licensor may, in addition to any other rights it may have under this Agreement, declare this Agreement terminated and Licensee shall thereupon promptly vacate the Licensed Location, delivering same to Licensor in the condition set forth in paragraph 13 below, and if Licensee fails to do so, it shall be liable to Licensor for Licensor's cost of doing same. Anything in this Agreement to the contrary, notwithstanding if Licensee shall become insolvent, bankrupt or make an assignment for the benefit of creditors, or if Licensee or its interest hereunder shall be levied upon or sold under execution of other legal process, Licensor may immediately terminate this Agreement without notice and all Licence Fees in arrears, together with the next three (3) month's Licence Fees

shall immediately become due and payable. In addition to all other rights and remedies available to Licensor pursuant to this paragraph and all other sums due or payable to Licensor hereunder, if this Agreement shall be terminated as provided herein due to the default(s) of Licensee, then Licensor shall be entitled to receive and Licensee shall be obligated to pay to Licensor promptly upon the termination of this Agreement, as liquidated damages and not as a fine or penalty, an amount equal to all sums due or that were to become due and payable to Licensor pursuant to paragraph 3 above through and including the regularly scheduled expiration date of this Agreement discounted to present value at a discount rate of six (6%) percent per annum.

12. Termination

Either Licensor or Licensee may terminate this Agreement upon thirty (15) days written notice to the other.

13. Possession Upon Termination

Upon any termination of this Agreement, whether at the end of the Term or otherwise, Licensee shall remove all its leasehold improvements and trade fixtures, make good any damage caused by such removal, and surrender peaceful possession of the Licensed Location in as good condition as it received the same.

14. Damage to Premises

If, by fire or other casualty, the Licensed Location is destroyed or damaged to the extent that Licensee is deprived of occupancy or use of the same, Licensor agrees to notify Licensee as to whether it or the Licensor has decided to repair the damage or destruction resulting from any casualty as soon as possible. If Licensor elects to repair such damage or destruction, Licensor shall proceed with due diligence to restore the Marina. If the Marina is repaired, Licensee shall proceed with due diligence to restore the Licensed Location to substantially the same condition as existed before such damage or destruction, and the sums payable hereunder with regard to such Licensed Location shall be abated until Licensor's restoration and/or restoration by the Licensor is completed. If Licensor notifies Licensee that Licensor has decided not to repair such damage or destruction, this Agreement shall be terminated. Nothing herein contained shall obligate Licensor to undertake any repair and/or restoration obligations.

15. Assignment

This Agreement may not be assigned or sublicensed without the written permission of Licensor which permission may be arbitrarily or unreasonably withheld. In any event, Licensee shall at all times remain liable hereunder. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and assigns.

16. Remodeling of Marina

Licensee recognizes that Licensor may, from time to time, wish to remodel or rearrange the Marina and the surrounding lands, or to conduct environmental testing at (hereinafter collectively referred to as "Remodel") the Marina and the surrounding lands. In the event that the Remodel affects the Licensed Location, Licensor agrees to discuss with Licensee the Remodel to determine if the Food Service Vehicle can be moved to another location mutually satisfactory to Licensee and Licensor within the Marina. If Licensee or Licensor does not agree on the new location within thirty (30) days of Licensor's proposal, this Agreement shall terminate effective on the date which is two (2) weeks prior to Licensor's scheduled date for commencement of the Remodel.

17. Fort Frances Canadian Bass Championship

The Licensee shall consult with the Fort Frances Canadian Bass Championship (FFCBC) to ensure the Licensee's operation do not hinder or obstruct the operations of the FFCBC. The Licensee shall vacate the area free of the food truck and patio to ensure that the FFCBC operations and tent can commence without impact. Vacating the area shall be done at a reasonable time as agreed upon by the two parties to ensure operations of the FFCBC can proceed.

18. Security

Licensee acknowledges that (a) Licensor is not an insurer of the Licensed Location; (b) Licensor does not undertake to provide any security for the Licensed Location; and (c) that it shall be Licensee's obligation to provide security for Licensee's facilities.

19. Entire Agreement

The Parties hereto agree that this Agreement sets forth all the promises, agreements and understandings between them with respect to the right and license to install, operate and maintain the Food Service Vehicle. There are no promises, agreements or understandings, either oral or written, between them regarding such matters other than as is set forth herein. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by both parties.

20. Captions

The captions of the several sections of this Agreement are not part of the text hereof and shall be ignored in construing this Agreement. They are intended only as aids in locating various provisions hereof.

21. Severability

Each provision contained in this Agreement shall be independent and severable from all other provisions contained herein, and the invalidity of any such provisions shall in no way affect the enforceability of the other provisions.

22. Governing Law

This Agreement shall be governed and controlled by the laws of the Province of Ontario.

23. Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of Licensor and Licensee, their successors and permitted assignees.

24. Notices

All notices and communications hereunder shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when delivered personally or when deposited in Canada by registered mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Licensor, then in duplicate to: The Corporation of the Town of Fort Frances
320 Portage Avenue, Fort Frances, ON P9A 3P9

(b) If to Licensee, then to: Stacey Cridland
1930709 Ontario Inc.
232 Scott Street, Fort Frances, ON P9A 1G7

The names and addresses for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change of address is actually received, the most recent name and address applicable under this Agreement may be used for all purposes hereunder.

25. Force Majeure

The performance of a party (except for payment of monies) shall be excused during the period and to the extent that such performance is rendered impossible, impractical or unduly burdensome due to acts of God, strikes, lockouts, or labour difficulty, unavailability of parts through normal supply sources, failure of any utility to supply its services for reasons beyond a party's control, explosion, sabotage, accident, riot or civil commotion, act of war, fire or other casualty, or any other cause beyond the reasonable control of the party whose performance is to be excused.

[Signatures to Follow]

IN WITNESS WHEREOF the parties hereto have caused duplicate counterparts of this Agreement to be duly executed and delivered on or as of the date first set forth at the beginning of this Agreement.

1930709 Ontario Inc.

per_____

Name:
Title:

per_____

Name:
Title:

We have the authority to bind the corporation

The Corporation of the Town of Fort Frances

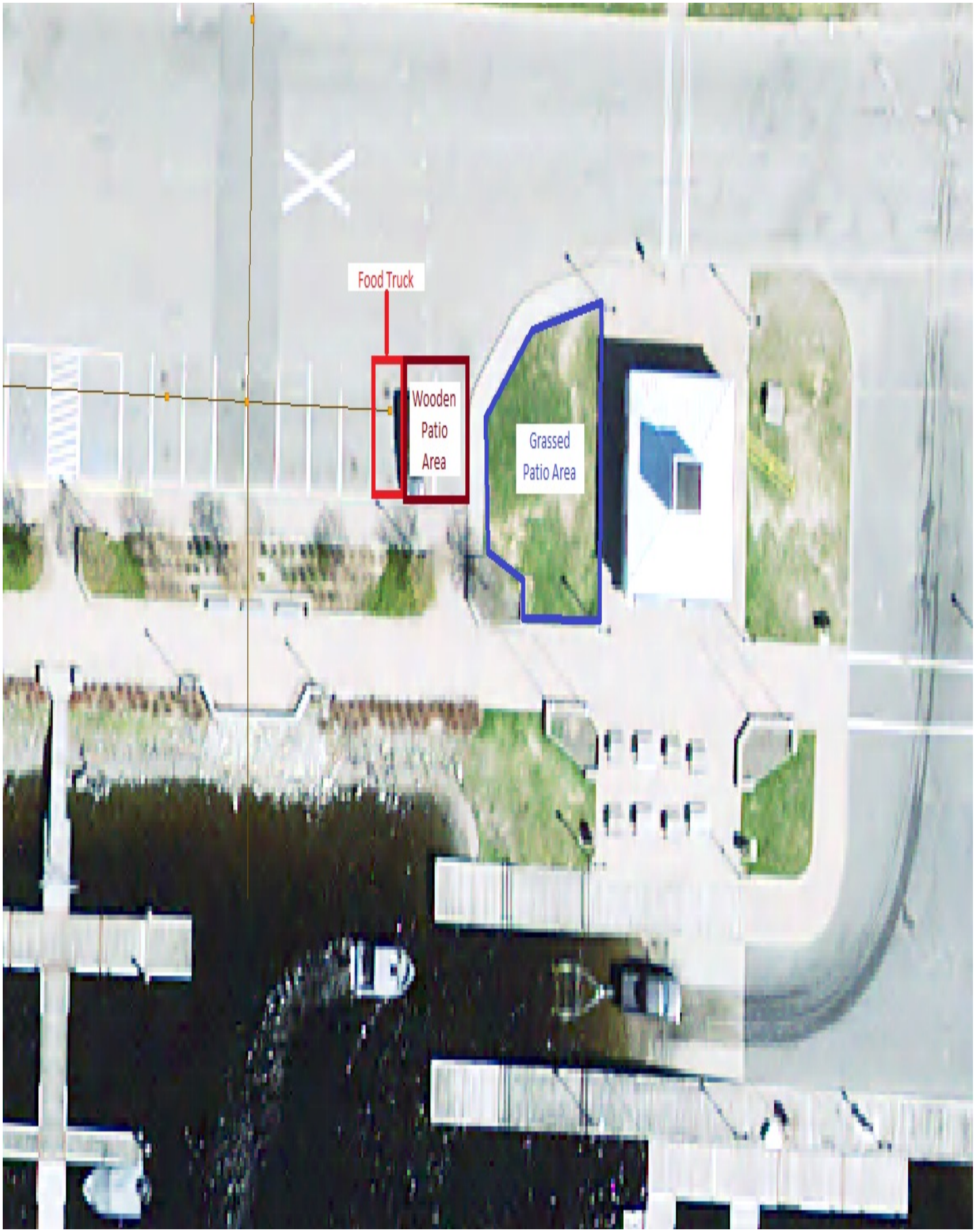
per_____

Name: J. Caul,
Title: Mayor

per_____

Name: G. Lecuyer,
Title: Town Clerk

We have authority to bind the Municipality


Food Truck
Wooden Patio Area
Grassed Patio Area

FLINT HOUSE

February 10, 2022

To Mayor and Council,

We are writing this letter requesting approval to again place the food truck and an enclosed fenced patio area on the grass to the west of Sorting Gap Marina at 1011 Front Street. The fenced patio is a requirement of AGCO to permit the sale of alcoholic beverages.

We will need picnic tables and small high tables within the patio area to make the project viable. We will also provide temporary fencing. We will require access to the public washrooms at the marina. The food truck's main source of power would be Hydro, while the appliances on the truck are powered by propane.

We understand that there are processes, bylaws, and shared services required to make this happen, which is why we are approaching council now, with the hopes of having this operational with the warmer weather approaching.

Our first year at the waterfront, was not only a learning curve, but also a great learning experience for us to discover new opportunities for our business and the community.

We look forward to working through the details of this request and another summer of possibilities for the Town of Fort Frances.

Sincerely,
Flint House

Stacey Cridland
Manager
Cell: (807)275-6957
Email: scridland@flinthouse.ca

Christine Cridland,
Catering and Special Events Coordinator
Cell: (807)276-9513
Email: ccridland@flinthouse.ca

x x

Administration & Finance Division
Planning & Development Division
Phone: (807)274-5323
Fax: (807)274-8479

Mailing Address for All Divisions:
320 Portage Avenue
Fort Frances, ON
P9A 3P9

Operations & Facilities Division
Phone: (807)274-9893
Fax: (807)274-7360

Community Service Division
Phone: (807)274-4561
Fax: (807)274-3799

Email: town@fortfrances.ca
www.fortfrances.ca

FORTFRANCES
BOUNDLESS

February 16, 2022

Eric C. Keast
Email contact: erickeast@gmail.com

Re: Public Art Inquiry

At their meeting of Monday, February 14, 2022, Council received your request and subsequently referred the item to the Community Services Executive Committee.

Yours very truly,

ADMINISTRATION & FINANCE DIVISION

Karyn Haney, Deputy Clerk

Karyn Haney

Subject: FW: [External] Re: Public Art Inquiry

From: Eric Keast <erickeast@gmail.com>
Sent: Monday, February 28, 2022 3:20 PM
To: Karyn Haney <khaney@fortfrances.ca>
Subject: [External] Re: Public Art Inquiry

[EXTERNAL]

Mrs. Haney;

Could you please forward this clarification to Mayor and Council? I am not really looking for money, for the public stone sculpture project. If the Community Services Ex. Committee must deal with it, can anyone there write a support letter with the Town's authority?

Hello again; Mayor and Council;

I would like to clarify my previous letter, because it was a mess of different requests.

There are a few developments: My Band, AWZ, has bought a property, where I may be able to work on and install stone sculpture; I am working on a Canada Council grant application that has a mid-March deadline and I am seeking locations where I can place limestone boulders and bases, so that I can work on them, as time and travel permits. Ideally, I will be able to make a single, large purchase of stone, to save on volume and shipping, if my grant application(s) are successful. I would also like to provide an internship opportunity for local artist(s), to work in stone at each location; one or two boulders will provide hours and hours and hours of grinding fun. :)

I was hoping that your consultations will prove supportive; I am requesting a letter of support for the grant application, and look forward to consulting on themes and locations for installation of boulders that could serve a public function, such as an obstacle at some park boundary.

If the March application is approved, the grant will not be awarded until July 2022; I would then have until Autumn 2023 to finish, specific date TBD. I hope to receive other funding in March 2022, to start acquiring limestone.

Miigwich, and thanks for your consideration. Sincerely.

:Eric

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

Gabrielle Lecuyer

From: Town
Sent: Wednesday, January 19, 2022 8:41 AM
To: Gabrielle Lecuyer
Subject: FW: [External] Public Art inquiry; Attention Mayor And Council
Attachments: EricArtCV.pdf; 89397460_10156708545281809_4596625840158015488_n_10156708545271809.jpg; ShovelMask.jpg; The Great Pike Hunt.jpg

FORTFRANCES
BOUNDLESS

Karyn Haney

Deputy Clerk

Email: khaney@fortfrances.ca
Telephone: 807-274-5323 x 1212
Fax: 807-274-8479

320 Portage Avenue
Fort Frances, Ontario, CA, P9A 3P9

www.fortfrances.ca

From: Eric Keast <erickeast@gmail.com>
Sent: Wednesday, January 12, 2022 11:57 PM
To: Town <town@fortfrances.ca>
Subject: [External] Public Art inquiry; Attention Mayor And Council

[EXTERNAL]

Aniin Mayor and Council, Township of Fort Frances;

My name is Eric C. Keast. I am mostly a painter, but work in sculpture as well, spending several years in Minnesota, interning with Anurag Art Bronze Foundry and Studio. I gained experience casting and fabricating with different metals, and worked with stone and wood, joined and installed together.

I am writing a Canada Council for the Arts Grant application, to research, create and install fish/fishing sculpture along the Rainy River system, and hopefully beyond, eventually. My instagram is currently down, but my work can be seen on my FB page, under photo albums, there is an instagram album and recent uploads. i have sent emails to several local businesses re: this idea, but have yet to receive feedback.

I am seeking: a) A "letter of support" from the Township to pursue the project, with Fort Frances in consideration as an installation site. b) Provision of meaningful installation site(s) for sculptural installation. I was thinking the Rainy Lake Hotel town space, and riverside. c) It is not necessary to the project, but Commission / consultation of an initial work would help fund time and expenses. I have acquired some stone grinding and polishing equipment and mobile capability to work onsite, that should allow me to create a flattish, polished granite surface on a rock face or boulder provided by the Township.

Softer stone provides greater sculptural possibility. Large regular limestone blocks are stackable to make composite rock wall relief surfaces anywhere; available from Stonewall Manitoba (regionally sourced :) or Ottawa area, and might make an affordable set of carveable stones to incorporate into structure, for future art commissions. Parking lot boundaries, benches, wall sections...

Thank you for your consideration. I am currently taking a business plan course to pursue indoor fish aquaculture and aeroponics design and construction. I would like to incorporate pond design and landscape art in my growth plans; having a history with metal,

fountain building, stone carving and fish sculpture. My paintings commission at $500, for 10-12 square feet of canvas, painted to request. I have attached an art resume pdf and samples of stone carving, papiermache and painting photos.
Sincerely.
: Eric

--

https://www.instagram.com/eric_keast/
www.twitter.com/bingorage

Bingorage Studio
Kanata, Ontario

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

University of Windsor; Anthropology, 1988-89
Trent University; Archaeology Major, Anthropology, 1989-91
Field Archaeology 1986-95; Rock Art focus from 1989-92.
I began painting as my University career finished.

I moved to Minneapolis in 1995. Two Rivers Gallery in the Minneapolis American Indian Center was a hub of the Minneapolis Arts and American Urban Indian population of the MidWest. A crossroads for "Native Art" in town and cross country.

I was put to work painting walls and moving stuff, right away; met many artists and influences through there: Rebecca Dallinger and Joseph Allen; photographers, journalists, mentors. Sam Watso and Juanita Espinosa, Art Gallery managers; various FN artists, writers, political activists and actors.

Through the gallery and The Circle Newspaper, I connected with Ed Archie NoiseCat, Anurag Art Bronze Foundry/Studio, Marcie Rendon and Heart of the Beast Puppet and Mask Theater (HOBT). Ed taught me about woodcarving and tool care. He introduced me to Anurag Art, where I spent years learning sculptural form building, mold making, casting, fabrication, installation. Working on current projects and my first work carving stone and metal (unorthodox).

Marcie Rendon cast me in some theatre after commissioning props and sets, and got me paid. :) The Free Frybread Telethon, house installation theatre and Mama Earth Loves Lace. (1996-2000?)

I was recruited for "community artist , preparing a MayDay Parade at HOBT, around 1998. I learned basic papiermache techniques and how to extend my work, beyond the initial "cast" of the form. A face mask could become heads on giant puppets or shields. Eventually dimensional elements on canvas.

I displayed my work in a few galleries in Minneapolis, Two Rivers Hosted a couple solo shows, but the biggest gallery I had work in was Flander's Contemporary Art, local artists Holiday groupshow in the mid 90's. Mostly, I showed in cafes, selling work through word of mouth as well.

In 2012-2013, I sent several canvases to my friend Will Lahti who showed the works and sold them in a Finnish cafe. Will Lahti and I had run a small artist space in the Cedar-Riverside neighbourhood of Minneapolis, the "West Bank" of the Mississipi. We called it the West Bank School Of Art. We hosted art shows, musical parties around 1999.-2000. I spent much time with Street Punk culture of the WhizBang; tall bikes, chop bikes and art spaces like Bedlam Theatre and The Hard Times Cafe (independent). Bedlam was another papiermache puppet and mask theatre, that worked with HOBT and independently. We shared basement space for a while and I participated in many art openings and open mics shows at The Hard Times.

I returned to Canada in 2003, selling at farmers markets and local businesses in Northern Ontario. I participated in Gallery shows at Sunset Gallery in Kenora, The Fort Frances Museum, Definitely Superior Art Gallery in Thunder Bay Ontario (NOCAA-10, Northwestern Ontario Contemporary Aboriginal Artists; December 2008 - January 2009.) and Thunder Bay Art Gallery (Celebrating The Creators, May 2010)

Much of my art documentation was on my BingoRageStudio Blogspot, but most photos have disappeared as photohosters perished, or purged free accounts. I have encountered an enormous, similar problem in the last month, as my Instagram account has been disabled (anybody instagram-

connected?). Some Instagram art documentation is still in my FB photo albums. Creating a stable online presence is part of my plan.

I moved to Ottawa for six years. Most of my works sold from Instagram and street sales, including a public commission painting for the RA Centre office in Ottawa, by Aboriginal Sports Circle, in 2019. I became reacquainted with stone, as the Ottawa area is built on limestone.

Much of my public presentation has been in the form of storytelling and interpretation, both of archaeological history and art. Archaeological study taught me pottery making. Farmers Markets and "craft sales" lead me to beadwork and "traditional materials", using them in novel ways. Beadwork and mask in painting let me break the planes of a canvas in meaningful ways.

I have received a few OAC grants, mostly supply and exhibit. In 2009 I was co recipient of a Northern Arts Grant, creating a mural wall, stage and papier mache sculpture installations in a public paintball park in Devlin, Ontario. We hosted Rodney Brown, as part of our OAC festivities. The experience of sculpting a 7 foot sturgeon in clay and foam was informative, but to only to make paper casts was a bit disappointing. We could not generate interest for a more permanent installation.

I am currently educating myself about RAS fish farming indoors, fish pond creation, wetlandscaping and farming practices, to work with local First Nations in creating art installations that could function as an anchor for other economic opportunity and Tourism in NorthWestern Ontario; adressing issues of food sovereignty in rural Canada and FN Canada under changing climate, conserving wild fish stocks and cultural assertion for First Nations people in their Treaty Lands.

Fish and fishing occupy a large place in my imagination. I created a 6 foot papiermache Bass for the Canadian Bass Championship in Fort Frances, Ontario (Summer of 2004/5?) and have been painting quite a bunch of fishy stuff lately. A long ambition of mine is to create monumental art recognising the prehistory of the Rainy River and the importance of fish to the region. I am in correspondence with First Nations and Townships, to pursue the idea.

Sioux Narrows, Ontario has agreed to host an installation of a canoe pictograph as an incised petroglyph in a township park. I would like to repeat the installation across Canada; A canoe, paddle and passengers. I was heading West, in November 2020, with a car trunk of new stone tools, looking for installation sites. Same glyph. I got re-settled in NW Ontario, as travel restrictions and last year's lockdown changed everyone's plans.

Last Winter, I livestreamed an hour's presentation for ANDPVA (Association for Native Development in the Performing and Visual Arts), talking about my artistic practice and response, for their Covid 19 Emergency Support program.

March 9, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of Tender 22-OF-02 – Three (3) Year Equipment/Vehicle Rental

Please find attached a report prepared by Cody Vangel, EIT, Transportation Superintendent outlining the hourly rental rates for various pieces of equipment and vehicles. Most pieces of equipment have several contractors who are able to supply the equipment, where the hourly rental rates vary among the contractors.

These hourly rental rates are in place from March 15, 2022 to March 15, 2025 (three year term).

It is recommended by the Operations & Facilities Executive Committee that Council approve the hourly rental rates for equipment and vehicles as submitted for a three-year period until March 15, 2022.

Respectfully Submitted

Travis Rob, P.Eng

Council approval of this report will ensure that hourly rental rates for Construction Equipment and Vehicles are in place for a three (3) year period until March 15, 2025 as tendered.

Manager of Operations and Facilities

2022March 9 Tender 2022-OF-02 Equipment rentals

Town of Fort Frances
Administrative Report

TO: Travis Rob, Manager of Operations and Facilities
FROM: Cody Vangel, Chief Building Official & Municipal Planner
SUBJECT: Award of Tender 22-OF-02 Equipment/Vehicle Rental
DATE: March 9, 2022

Issue:
Consideration to award Tender 22-OF-02 Equipment/Vehicle Rentals.

Strategic Impact:
13. Maintain / Enhance Existing Levels of Service
17. Improve Transportation Linkages

Options/Alternatives:
1. Approve the rates supplied for Tender 22-OF-02 as indicated in Tender 22-OF-02 Summary Sheet
2. Reject in part or whole the rates supplied for Tender 22-OF-02 as indicated in Tender 22-OF-02 Summary Sheet

Administrative Recommendation:

RECOMMENDED THAT the supplied equipment/vehicle rental rates be accepted and that the rates be valid for the period of March 15, 2022 to March 15, 2025.

History:
The Town of Fort Frances seeks pricing from contractors for the purpose of renting various pieces of equipment or vehicles to compliment the current public works fleet on an as needed basis. In most instances the rates sought are on an hourly basis and include an operator. The rates provided through this tender process will be applicable for three years from March 15, 2022 to March 15, 2025.

Analysis:
The Town of Fort Frances began advertising Tender 22-OF-02 on Thursday February 3, 2022 and closed the tender bidding on Tuesday March 1, 2022 at 2:00pm, where bids were then opened publicly in the Committee Room at the Fort Frances Civic Centre.

Four (4) tenders were received from the following groups:
- Daryl's Custom Landscapes Ltd.
- George Armstrong Co. Ltd.
- Heikki Lampi Sand & Gravel Ltd.
- Tom Veert Contracting Ltd.

The attached Tender 22-OF-02 Summary Sheet will outline the bids submitted from low to high for the wide range of equipment sought.

Administration has the duty to inform Mayor and Council of any irregularities or non-compliances found through the Tendering process. The following were noted:

- Tom Veert Contracting Ltd was the only tenderer to provide a copy of their annual inspection certificates. Given that these inspections are required on an annual basis, and this tender validity period is for 3-years, we can request the safety inspection certificates from any of the tenderers for the trucks bid prior to hiring that specific unit.
- On page 16 of the Tender Forms, none of the tenderers scheduled to be weighed at the Town scales nor supplied a record of allowable gross weight from the Ministry of Transportation of Ontario. Given this, the Town may elect to receive each truck supplied on the sole basis of bid value from low to high.
- To date none of the tenderers have submitted liability insurance as indicated on page 6 of the Tender Forms, however, this can come at the request of the Town when required prior to hiring the equipment.

Consultation:

Travis Rob, Operations and Facilities Manager

Supporting Document / Financial Documents:

1. Tender 22-OF-02 Summary Sheet
2. 22-OF-02 Vehicle and Equipment Rental
3. 22-OF-02 equipment quotation form

TENDER NO. 22-OF-02

TOWN OF FORT FRANCES
OPERATIONS AND FACILITIES DIVISION

EQUIPMENT/VEHICLE RENTAL RATES

Effective March 15, 2022 to March 15, 2025

***NOTE:** All prices are per hour with operator unless otherwise indicated.

ITEM #1 HYDRAULIC BACKHOE – CRAWLER

(A) Minimum operating weight – 15,000 kg.

Contractor	Description	Price
Tom Veert Contracting	John Deere 135 (2012) – 1.5yd^3 bucket	$129.00

(B) Minimum operating weight – 23,000 kg.

Contractor	Description	Price
George Armstrong Co. Ltd.	CAT 325BL (1997) – 2yd^3 ditching bucket	$175.00
Tom Veert Contracting	John Deere 245 (2018) – 2yd^3 bucket	$179.00
George Armstrong Co. Ltd.	CAT 329EL (2014) – 2.5yd^3 bucket & ripper	$225.00

(C) Minimum operating weight – 44,000 kg.

Contractor	Description	Price
Heikki Lampi Sand & Gravel Ltd.	John Deere 892 (1996) – 1.5yd^3 bucket	$130.00
Heikki Lampi Sand & Gravel Ltd.	Hitachi EX300 (1996) – 1.5yd^3 bucket	$130.00
George Armstrong Co. Ltd.	CAT 336FL (2016) – 3yd^3 ditching bucket	$250.00
Tom Veert Contracting	John Deere 470 (2015) – 4yd^3 bucket	$262.00
George Armstrong Co. Ltd.	CAT 345CL (2011) – 4yd^3 ditching bucket	$270.00
George Armstrong Co. Ltd.	CAT 349EL (2015) – 5yd^3 ditching bucket	$275.00

ITEM #2 HYDRAULIC BACKHOE – RUBBER

(A) Minimum operating weight – 11,000 kg.

Contractor	Description	Price
Tom Veert Contracting	John Deere 310 (2013) – 1.5yd^3 bucket	$115.00

(B) Minimum operating weight – 18,000 kg.

No bids submitted

ITEM #3 FRONT END LOADER – CRAWLER

(A) Minimum operating weight – 6,500 kg.

No bids submitted

(B) Minimum operating weight – 10,000 kg.

No bids submitted

(C) Minimum operating weight – 13,500 kg.

Contractor	Description	Price
Tom Veert Contracting	John Deere 755C (2010) – 3.5yd^3 bucket	$170.00

ITEM #4 TRACTOR BULLDOZER – CRAWLER

(A) Minimum net flywheel power – 160kW

Contractor	Description	Price
George Armstrong Co. Ltd.	CAT D5 LGP (2007)	$150.00
George Armstrong Co. Ltd.	CAT D6C (1974)	$165.00
Tom Veert Contracting	CAT D6T (2010)	$166.00

(B) Minimum net flywheel power – 210kW

Contractor	Description	Price
Tom Veert Contracting	CAT D8T (2010)	$244.00

ITEM #5 FRONT END LOADER – 4WD RUBBER

(A) Minimum operating weight – 10,500 kg.

Contractor	Description	Price
George Armstrong Co. Ltd.	CAT IT28B (1991) – 2.4yd^3 bucket, forks, snow blade	$125.00
George Armstrong Co. Ltd.	CAT IT28G (1998) – 2.6yd^3 bucket, forks	$135.00
George Armstrong Co. Ltd.	CAT 924K (2014) – 2.6yd^3 bucket, forks	$135.00
Tom Veert Contracting	John Deere 624K (2012) – 4yd^3 bucket	$143.00

(B) Minimum operating weight – 14,000 kg.

Contractor	Description	Price
Heikki Lampi Sand & Gravel Ltd.	John Deere 544(1996) – 2.5yd^3 bucket	$90.00
Daryl's Custom Landscapes Ltd.	John Deere 524K (2015) – 2.75yd^3 bucket	$125.00
Tom Veert Contracting	Komatsu 400 (1999) – 4.5yd^3 bucket	$156.00

(C) Minimum operating weight – 16,500 kg.

Contractor	Description	Price
Tom Veert Contracting	CAT 966 (1998) – 5yd^3 bucket	$166.00

(D) Minimum operating weight – 20,000 kg.

Contractor	Description	Price
Heikki Lampi Sand & Gravel Ltd.	CAT 966D (1984) – 5yd^3 bucket	$120.00
Tom Veert Contracting	John Deere 824 (2010) – 6yd^3 bucket	$179.00

(E) Minimum operating weight – 28,000 kg.

Contractor	Description	Price
George Armstrong Co. Ltd.	CAT 980C (1989) – 6yd^3 bucket	$135.00
George Armstrong Co. Ltd.	CAT 980G (1998) – 6.75yd^3 bucket	$185.00
George Armstrong Co. Ltd.	CAT 980H (2007) – 7.25yd^3 bucket	$200.00
Tom Veert Contracting	John Deere 844 (2015) – 8yd^3 bucket	$230.00

ITEM #6 MOTOR GRADER

(A) Minimum operating weight – 11,500 kg.

Contractor	Description	Price
Tom Veert Contracting	John Deere 772 (1998)	$129.00

(B) Minimum operating weight – 15,500 kg.

Contractor	Description	Price
George Armstrong Co. Ltd.	CAT 14G (1985)	$150.00

ITEM #7 TANDEM TRUCKS

Contractor	Make/Model	License Plate No.	Box Capacity	H.P.	Allow G.V.W.	Price
Tom Veert Contracting	Kenworth 880 (2016)	AK66343	24yd^3	365	36,000kg	$97.00
Tom Veert Contracting	Kenworth 880 (2016)	AK66344	24yd^3	365	36,000kg	$97.00
Tom Veert Contracting	Peterbilt 365 (2015)	AD80795	24yd^3	360	36,000kg	$97.00
Heikki Lampi Sand & Gravel Ltd.	Sterling (2006)	3572JD	24yd^3		34,000kg	$100.00
George Armstrong Co. Ltd.	Sterling 9530 (2001)	4426WC	24yd^3	435	35,400kg	$110.00
George Armstrong Co. Ltd.	Peterbilt 367 (2005)	8610MV	24yd^3	550	35,400kg	$110.00
George Armstrong Co. Ltd.	Peterbilt 367 (2010)	AN77323	24yd^3	525	35,400kg	$110.00
George Armstrong Co. Ltd.	Kenworth T880 (2022)	BLZ7942	24yd^3	500	35,400kg	$110.00
Daryl's Custom Landscapes Ltd.	International Paystar (2013)		25yd^3	475	36,000kg	$125.00

ITEM #8 LOADER/BACKHOE COMBINATION

(A) Minimum power – 30kW (40h.p.)

Contractor	Description	Price
Tom Veert Contracting	John Deere 310 (2013)	$115.00

(B) Minimum power – 45kW (60h.p.)

No bids submitted

ITEM #9 FRONT END LOADER – SKIDSTEER

(A) Minimum bucket size – 0.5m^3 (0.65yd^3)

Contractor	Description	Price
George Armstrong Co. Ltd.	CAT 257B, bucket forks, broom, brusher	$110.00

(B) Minimum bucket size – 0.75m^3 (1.0yd^3)

Contractor	Description	Price
George Armstrong Co. Ltd.	CAT 299DXHP (2013), bucket, forks, brusher	$115.00
Tom Veert Contracting	John Deere 323 (2018)	$115.00

ITEM #10 AIR COMPRESSOR WITH HAMMER

(A) Minimum air delivery of 4.0m^3/min (160 CFM) at 14.5kPa (100 PSI)

Contractor	Description	Price
Tom Veert Contracting	Sullair	$46.00

ITEM #11 OTHER EQUIPMENT

Contractor	Equipment	Description	Price
Daryl's Custom Landscapes Ltd.	See attached		
George Armstrong Co. Ltd.	Trench Box	certified	$300.00/day
George Armstrong Co. Ltd.	Generator/Light Tower	Mobilight 16.5kW (2006)	$40.00
George Armstrong Co. Ltd.	Air Compressor	Ingersol 375 (2010)	$75.00
George Armstrong Co. Ltd.	4x4 Rock Wagon	CAT D35HP (1987)	$185.00
George Armstrong Co. Ltd.	4x4 Rock Wagon	CAT D35HP (1987)	$185.00
George Armstrong Co. Ltd.	Vibratory Packer	Ingersol 100SD (1988)	$125.00
George Armstrong Co. Ltd.	75 Ton Float	Kenworth T800 (2019)	$175.00
George Armstrong Co. Ltd.	Water Truck/Fire Truck	Sterling 9530 (2001)	$125.00
George Armstrong Co. Ltd.	50 Ton Crane	Peterbilt 367 (2015)	$285.00
George Armstrong Co. Ltd.	28m Concrete Boom Pump	Freightliner C13 (2015)	$225.00
Tom Veert Contracting	Trench Box	certified	$276.00/day

SNOW REMOVAL TRUCK SUPPLY

(A) Agreed to supply trucks for the purpose of winter snow removal operations at a flat rate per hour including HST of $95.00 for Tandem Trucks and $105.00 for trailers.

Contractor
Daryl's Custom Landscapes Ltd.
George Armstrong Co. Ltd.
Tom Veert Contracting

DARYL'S CUSTOM LANDSCAPES LTD. **807-274-0458 02/2022**
2022 Summer EQUIPMENT RENTAL PRICES **info@customlandscapes.ca**

EQUIPMENT WITH OPERATOR	PRICE PER HOUR	ATTACHMENTS
524K John Deere Front End Loader	**$125.00**	3 Yard Bucket, forks, 18ft 4-way angle plow
344J John Deere Front End Loader	**$115.00**	3 yard bucket, forks 18ft 4 way angle plow
244K John Deere Front End Loader	**$115.00**	2yd bucket , forks, 96" broom,
936E Cat Front End Loader	**$115.00**	3 Yard Bucket
544G John Deere Front End Loader	**$115.00**	2.5 Yard Bucket, Forks
4300 Volvo Front End Loader	**$115.00**	2.5 Yard Bucket with quick attach, forks
9030 Ford Bidirectional Loaders	**$105.00**	forks, 96" power broom (additional $20.00 per hour)
416 Cat Backhoe/Loader	**$105.00**	
KX41 Mini Excavator	**$85.00**	16" Bucket
KX033 Excavator	**$95.00**	18"rock bucket 24", 30",36 " ditching bucket
KX121 Excavator	**$95.00**	24" Bucket, Frost Tooth, 12" Bucket, 30" Ditching Bucket
KX080 Excavator	**$120.00**	24", 60" ditching wrist, frost tooth ,
210 Case Excavator	**$130.00**	
Maxisneaker plow / plow-trencher	**$110.00**	Locates extra
311 Cat Excavator	**$120.00**	
Vermeer S800 mini skidsteer	**$90.00**	
ASV RC50	**$95.00**	Power Rake, 60" Brush Mower, 96" Power Broom, Stump Grinder, add $35.00/hr
ASV RT60	**$95.00**	
ASV PT70	**$105.00**	
5600 Tool Cat	**$95.00**	
Auger Attachment	**$100.00/Day**	add to machine rate
72" Drum packer Attachment	**$50.00**	add per hour to machine rate
Tree Spade Attachment	**$40.00**	add per hour to machine rate
Hermon Nelson Heater	**$145.00/day**	
Heat King 300-Ground Thawing Machine	**$900.00/day**	
Vermeer Chipper BC1000	**$125.00**	with truck $160
Ransome Mower 728D	**$75.00**	72" Front Deck
Kubota 3680 Mower	**$75.00**	
Kubota 3860 Mower	**$75.00**	
43 'High-ranger Bucket Truck	**$190.00**	Trees $200.00/hr
85' Altec (2)Bucket truck	**$225.00**	Trees $300.00/hr
Water Truck(3000gal)	**$150.00**	With Pump and Hose Line, 3000 Gallon Capacity
10 Tonne Float Trailer	**$100.00**	
14 Foot Dump Trailer	**$150/day**	
14,000 LB Tandem	**$150/day**	
7,000 LB Tandem	**$150/day**	
359 Pete & 35ft triaxle dump trailer	**$145.00**	
50 ton float / 50tonne lowboy	**$135.00**	
triaxle 2013 intl.	**$115.00**	
Triaxle Dump Truck(2)	**$105.00**	
Tandem Dump Truck	**$105.00**	
8 Yard Single Axle Dump Truck	**$95.00**	
8 yard Single Axle Sander Truck	**$120.00**	*sand cost not included
1 Ton 10 Foot Dump Box Truck	**$90.00**	
14 Foot Dump Trailer (7 tonne)	**$80.00**	
185 Sullair Compressor with 4"Bullet	**$125.00**	$400:00 MOB and $35.00 /ft per location (& visa # on file)
185 Sullair Compressor Without Operator	**$180.00 Per Day**	
Radio Locate Equipment	**$80.00**	
Labour	**$60.00**	**All Staff are Trained and Signed Off**
Confined Space Rescue System	**$100.00/day**	**$50.00/day after 1st consecutive day**

Additional Items — Priced on Request

Field Testing Technician - Concrete Testing, Data Logging Capablities (K Type), Radiolocator, Laser Level,
Materials: Topsoil, Peat, Sand (several grades), Granulars (Crusher Fines, Crusher Chips, "A" Gravel, Crushed Rock, Fill, Softwood or Rock Mulch), other Materials Available Upon Request
Dump Site: Locally Located and Available 24 Hours A Day
Trucks: Light and Heavy Duty Fleet (Plows - 9 Foot V, 8 Foot Angle, 7.5 Foot Angle, POR)
Gas Powered Tools, Hand Tools and Other Various Items: 28" Safety Cones, Highway Traffic Signs, 48" Safety Fencing , Chainsaws , Pole Saw, CutSaws (Gas, Table-Wet or Dry), Fertilizer Spreaders, 1" gas Drill, Gas Pressure Washer, Mobile Acetylene Torch Kit, Arch Welder, Mig Welder,Generator, Plate Packers (3 Sizes), Hand Mowers (21"), Hedge Trimmer, Lawn Trimmer,, Weed Trimmers, Lawn Edger, Lawn Roller, Paver Splitter, Sod Cutter, Tiller, 2" Water Pumps,Hose
fuel surcharge on mileage from town limits of $2.00/km one way *(subject to change with changes to pump prices)*
** We also have many other pieces of equipment readily available to us.
** Our services and equipment are available 24/7. Call Daryl at 275-9563
*** Due to changing market conditions, some rates may fluctuate, but this will be discussed at commencementof any work that may arise
All quotes are good for 30 days from above date of acceptance and/or subject to increases due to rising materials price changes.

March 9, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2021 Drinking Water System Annual Report – Schedule 22

Administration is required to present to Council (owner) the 2021 Schedule 22 Summary Report prior to the March 31, 2022, deadline. Please find attached the Administration Report prepared by Craig Miller, Environmental Superintendent outlining the 2021 Schedule 22 Annual Summary Report for the Town's Large Residential Drinking Water System. The entire Schedule 22 Summary Report is attached for your review and acceptance.

Also attached to the administration report prepared by Craig Miller outlined in appendix "D" is the MOE 2021/22 Drinking Water Inspection Report from their "un-announced focused" inspection, which was conducted on January 27th and 28th, 2022. There were no areas of non-compliance found during this inspection.

The Ministry did have one suggested area where the Town could change processes to better meet the regulations, and this is being considered by the Operations and Facilities Division at this time. Overall, the Town water system scored a 100.00% for the 2021 year.

Further, I would like to acknowledge all the efforts and hard work of the following staff members during this period; Craig Miller Environmental Superintendent, Greg Wiedenhoeft – Overall Responsible Operator, Paul Lemesurier – Water Treatment Operator in Charge, Jay Bruyere – Water System Operator, Brian Patterson – Water System Operator, Joel Nicolay – Water System Operator, Eric Gustafson – Water System Operator in Training (OIT), and Colin Angus to ensure that all consumers connected to the Town's drinking water system receive outstanding potable water at all times. Please keep up the good work.

The 2021 Schedule 22 (Compliance) Summary Report will be available for inspection or review by any member of the public at the Water Treatment Plant or the Public Works Office during regular business hours without charge. Also, a copy of the report will be forwarded to Couchiching First Nations, the Walleye Trailer Park, the Lakeview Trailer Park and Friesen 5 (Oakwood Road) prior to March 31, 2021 as required by the regulations; and finally a copy of the report will be posted on the Town's website.

The Operations and Facilities Executive Committee recommends the following;

1. That Council accepts the 2021 Schedule 22 Annual Summary Report and that a separate resolution be prepared.

2. That the 2021/2022 MOE "Unannounced Focused" Inspection Report of the Town's water system be reviewed and accepted by Council.

3. That at this time, the staff of the drinking water system should be acknowledged for all their effort and hard work to ensure that all consumers connected to the Town's water system receive outstanding water. Please keep up the good work.

Respectfully Submitted

Travis Rob, P.Eng

Manager of Operations and Facilities

Council approval of this report will ensure:

1. **That Council accepts the 2021 Schedule 22 Annual Summary Report and that a separate resolution be prepared.**

2. **That the 2021/2022 MOE "Unannounced Focused" Inspection Report of the Town's water system be reviewed and accepted by Council.**

3. **That at this time, the staff of the drinking water system should be acknowledged for all their effort and hard work to ensure that all consumers connected to the Town's water system receive outstanding water. Please keep up the good work.**

2022March9 Schedule 22 Report

March 3, 2022

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

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

SUBJECT: **Fort Frances Drinking Water System**
2021 Annual Summary Report (O. Reg. 170/03, Schedule 22)

Ministry of the Environment Inspection Report – 2021/2022

Fort Frances Drinking Water System
2021 Annual Report

As a requirement of Ontario Regulation 170/03 Schedule 22, the Owner of the Drinking Water System (The Town of Fort Frances) shall prepare a report for the preceding calendar year and give to the members of council no later than March 31st. The report is to list the requirements of the Act, regulation, system's approval, drinking water works permit, municipal drinking water licence and any orders applicable to the drinking water system that were not met and what duration/measures were taken to correct the failure during this period. The report is also to include a summary of the quantities and flow rates and compare them to the rated capacity and flow rates approved in system's approval, drinking water works permit or municipal drinking water licence.

The attached Schedule 22 Summary Report identifies the above and includes the findings of the MECP Annual Drinking Water Inspection, conducted on-site commencing January 27th, 2022 and concluding January 28th, 2022. The period of the inspection was from January 8, 2021 to January 27, 2022. There were no non-conformances identified by the Ministry and the inspection scored 100%.

A copy of the 2021 Annual Report, submitted to the MECP on February 28th, 2022, is also included.

Current copies of the Drinking Water Works Permit (DWWP Issue #3) and Municipal Drinking Water License (MDWL Issue #4) are also included with this report. Both documents were renewed for a 5-year period in 2021. MDWL Issue #3 was originally issued in May 2021. The Town successfully appealed the Ministry's inclusion of the Media Filter Backwash Water Total Chlorine Residual (TCR) clause. After the appeal was concluded, the Ministry issued MDWL Issue #4 with the TCR clause removed, to the satisfaction of Administration.

Once approved by Council, a copy of the Summary Report will be sent to the Owners that are connected to and receive drinking water from the Town system. A copy of the report will be posted on the Town's website for public viewing.

It should be noted that achieving a score of 100% on the MECP's annual inspection an outstanding result and is a direct reflection on the efforts and diligence of the staff working in the Water Treatment Plant and the Water Distribution System. Their accomplishments and hard work should be duly recognized by the Town.

Respectfully submitted,

Craig Miller, P.Eng.
Environmental Superintendent

FORT FRANCES
DRINKING WATER SYSTEM

Large Municipal Residential Drinking Water System

(O. Reg. 170/03 - SCHEDULE 22)

ANNUAL SUMMARY REPORT

For the period of

JANUARY 01, 2021 TO DECEMBER 31, 2021

DRINKING WATER SYSTEM #220000978
March 3, 2022

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

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1.0 Description

This is the Summary Report for the Fort Frances Drinking Water System, as required by Schedule 22 of O. Reg. 170/03, as amended, Summary Reports for Municipalities. For the purposes of the regulation, the Fort Frances Drinking Water System is a large municipal residential system.

2.0 General Overview

The reporting period for this report is January 1, 2021 to December 31, 2021.

During the reporting period, the Fort Frances Drinking Water System was operated pursuant to the legislative, system approval, license and permits listed below:

1. Municipal Drinking Water License (MDWL) No. 224-101
    a. Issue Number: 2 (Jan 1, 2021 – May 10, 2021)
    b. Issue Number: 3 (May 11, 2021 – Dec 31, 2021)
2. Drinking Water Works Permit (DWWP) No. 224-201
    a. Issue Number: 2 (Jan 1, 2021 – May 10, 2021)
    b. Issue Number: 3 (May 11, 2021 – Dec 31, 2021)
3. Safe Drinking Water Act, 2002;
    - O. Reg. 170/03 Drinking Water Systems
    - O. Reg. 128/04 Certification of Drinking Water Operators and Water Quality Analysts
    - O. Reg. 169/03 Ontario Drinking Water Quality Standard
    - O. Reg. 188/07 Licensing of Municipal Drinking Water Systems
4. Ontario Water Resources Act;
    - O. Reg. 387/04 Taking of Water and Transfer

    Permit to Take Water No. 3258-AE6PEM, issued September 27, 2016.

The DWWP and MDWL were issued in accordance with Sections 40 and 44, respectively of the Safe Drinking Water Act (SDWA), 2002. The issuance of the DWWP and MDWL replaces the previously required Certificate of Approval.

The Fort Frances Water Treatment Plant is designated a Class 3 Water Treatment Facility and the Water Distribution System as a Class 2 Water Distribution System. They are referenced through the Ministry of the Environment as Drinking Water System Number 220000978.

The summary report is required to provide the following:

1. A list of any instances when the system failed to meet the requirements of the Safe Drinking Water Act, the regulations, the system's approval, MDWL, DWWP and any order;
2. Descriptions of the measures that were taken to correct the failure;
3. A summary of the quantities and flow rates of water supplied during the reporting period;
4. The monthly average and maximum instantaneous flow rates;
5. A comparison of the data summarized above to the rated capacities and flow rates in the system's approval and/or MDWL.

3.0 Legislative Requirements

Safe Drinking Water Act, 2002 (SDWA):

Every owner of a municipal drinking-water system or a regulated non-municipal drinking-water system and, if an operating authority is responsible for the operation of the system, the operating authority for the system shall ensure the following:

1. That all water provided by the system to the point where the system is connected to a user's plumbing system meets the requirements of the prescribed drinking-water quality standards.

2. That, at all times in which it is in service, the drinking-water system

    i. is operated in accordance with the requirements under this Act,
    ii. is maintained in a fit state of repair, and
    iii. satisfies the requirements of the standards prescribed for the system or the class of systems to which the system belongs.

3. That the drinking-water system is operated by persons having the training or expertise for their operating functions that is required by the regulations and the license or approval issued or granted for the system under this Act.

4. That all sampling, testing and monitoring requirements under this Act that relate to the drinking-water system are complied with.

5. That personnel at the drinking-water system are under the supervision of persons having the prescribed qualifications.

6. That the persons who carry out functions in relation to the drinking-water system comply with such reporting requirements as may be prescribed or that are required by the conditions in the license or approval issued or granted for the system under this Act.

Ontario Regulation 170/03:
(Drinking Water Systems)

The Town of Fort Frances Drinking Water System is categorized as a Large Municipal Residential System; serves a major residential development and serves more than 100 private residences. For this system, the regulation requires that:

The owner of a drinking-water system shall ensure that, not later than March 31 of each year, a report is prepared for the preceding calendar year and is given to:

(a) in the case of a drinking-water system owned by a municipality, the members of the municipal council;

(b) in the case of a drinking-water system owned by a municipal service board established under section 195 of the *Municipal Act, 2001*, the members of the municipal service board; or

(c) in the case of a drinking-water system owned by a corporation, the board of directors of the corporation.

The report must:

(a) list the requirements of the Act, the regulations, the system's approval, drinking water works permit, municipal drinking water license and any orders applicable to the system that were not met at any time during the period covered by the report; and

(b) for each requirement referred to in clause (a) that was not met, specify the duration of the failure and the measures that were taken to correct the failure.

The report must also include the following information for the purpose of enabling the owner of the system to assess the capability of the system to meet existing and planned uses of the system:

1. A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows.

2. A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system's approval, drinking water works permit or municipal drinking water license or if the system is receiving all of its water from another system under an agreement to the flow rates specified in the written agreement.

If a report is prepared for a system that supplies water to a municipality under the terms of a contract, the owner of the system shall give a copy of the report to the municipality by March 31.

Ontario Regulation 128/04:
(Certification of Drinking Water Operators and Water Quality Analysts)

This Regulation establishes the training and certification requirements that must be satisfied by certified operators and water quality analysts.

Every operator is required to complete the required training hours within the three-year operator certificate renewal period. Operator training consists of the following:

a) Water Treatment Plant (Class 3): 42 hours of Ministry of the Environment's "Director Approved" class room training, plus 78 hours of On-the-job practical training.
b) Water Distribution System (Class 2): 36 hours of Ministry of the Environment's "Director Approved" class room training, plus 69 hours of On-the-job practical training.

During the reporting period January 1, 2021 to December 31, 2021, all the Town's drinking water operators held a valid operator certificate in compliance with O. Reg. 128/04, made under the Safe Drinking Water Act.

Ontario Regulation 169/03:
(Ontario Drinking Water Quality Standards - ODWQS)

This Ontario Drinking Water Standard (ODWQS) identifies the minimum level of drinking water acceptable for human consumption.

The Town of Fort Frances assesses the acceptability of water through compliance with the following standards:

- Schedule 1. Microbiological Standards
- Schedule 2. Chemical Standards
- Schedule 3. Radiological Standards

As this Regulation indicates the minimum standard, exceedance of these values represents the point of which adverse reporting comes into effect.

Ontario Regulation 188/07:
(Licensing of Municipal Drinking Water Systems)

The Safe Drinking Water Act, 2002 requires Owners and Operating Authorities of municipal residential drinking water systems to have an accredited Operating Authority. In order to become accredited, an Operating Authority must establish and maintain a Quality Management System (QMS). Minimum requirements for the QMS are specified within the Drinking Water Quality Management Standard (DWQMS). Ontario Regulation 188/07 of the SDWA has been established to aid licensing of municipal drinking water systems.

Ontario Water Resources Act, R.S.O. 1990, c. O.40:

Ontario Regulation 387/04:
(Water Taking and Transfer)

The Ontario Water Resources Act requires Owners and Operating Authorities of municipal residential drinking water systems to obtain a Permit to Take Water. The Permit Holder, The Corporation of the Town of Fort Frances, shall comply with the terms and conditions specified within the permit. On September 27, 2016 the Ministry of the Environment and Climate Change issued the Town a new permit, Permit No. 3528-AE6PEM. This permit will expire on September 27, 2026.

4.0 System Approvals – (Current)

The following outlines the current water system Approvals during the 2021 reporting period:

- Municipal Drinking Water License (No. 224-101), Issue Number: 2: Issued May 13, 2016.
- Municipal Drinking Water License (No. 224-101), Issue Number: 3: Issued May 11, 2021.
- Drinking Water Works Permit (No. 224-201), Issue Number: 2: Issued May 13, 2016.
- Drinking Water Works Permit (No. 224-201), Issue Number: 3: Issued May 11, 2021.
- Permit to Take Water: Permit Number 3528-AE6PEM: Issued September 27, 2016.

5.0 Failure to Meet Requirements (Non-compliance Issues)

The following is a list of instances when the system failed to meet the requirements of the Act, legislative, the system's approval, MDWL, DWWP or any order that has been issued.

Non-Compliance with Ontario Regulation:

Ontario Regulation 170/03:

There were no incidents of non-compliance with the Terms and Conditions of Ontario Regulation 170/03 during this reporting period.

Ontario Regulation 128/04:
(Certification of Drinking Water Operators and Water Quality Analysts)

There were no incidents of non-compliance with the Terms and Conditions of Ontario Regulation 128/04 during this reporting period.

Ontario Regulation 169/03:
(Ontario Drinking Water Standards - ODWQS)

There was one (1) incident of non-compliance with the Terms and Conditions of Ontario Regulation 169/03 during this reporting period.

The drinking water system had one (1) adverse water quality incidents for Total Coliforms.

- 3/22/2021 AWQI #153752 Weekly Distribution System Sample

All reporting and corrective actions were met, as specified by the MECP and Health Unit.

Ontario Regulation 188/07:
(Licensing of Municipal Drinking Water Systems)

There were no incidents of non-compliance with the Terms and Conditions of Ontario Regulation 188/07 during this reporting period.

Non-Compliance with the Municipal Drinking Water License (MDWL) No. 224-101 and Municipal Water Works Permit (MWWP) No. 224-201:

There were no incidents of non-compliance with the Terms and Conditions of the MWWP during this period.

Non-Compliance with the Permit to Take Water No. 3528-AE6PEM:

There were no incidences of non-compliance with the Terms and Conditions of the Permit to Take Water during this reporting period.

Provincial Orders:

No Orders have been issued by the Ministry of the Environment with respect to municipal drinking water system during this reporting period.

Further to the Inspection Report, the Ministry has established an inspection compliances risk framework based on the principles on the Inspection, Investigation & Enforcement Secretariat and advice in internal/external risk experts. The Inspection Rating for the Town of Fort Frances Drinking Water System was 100%.

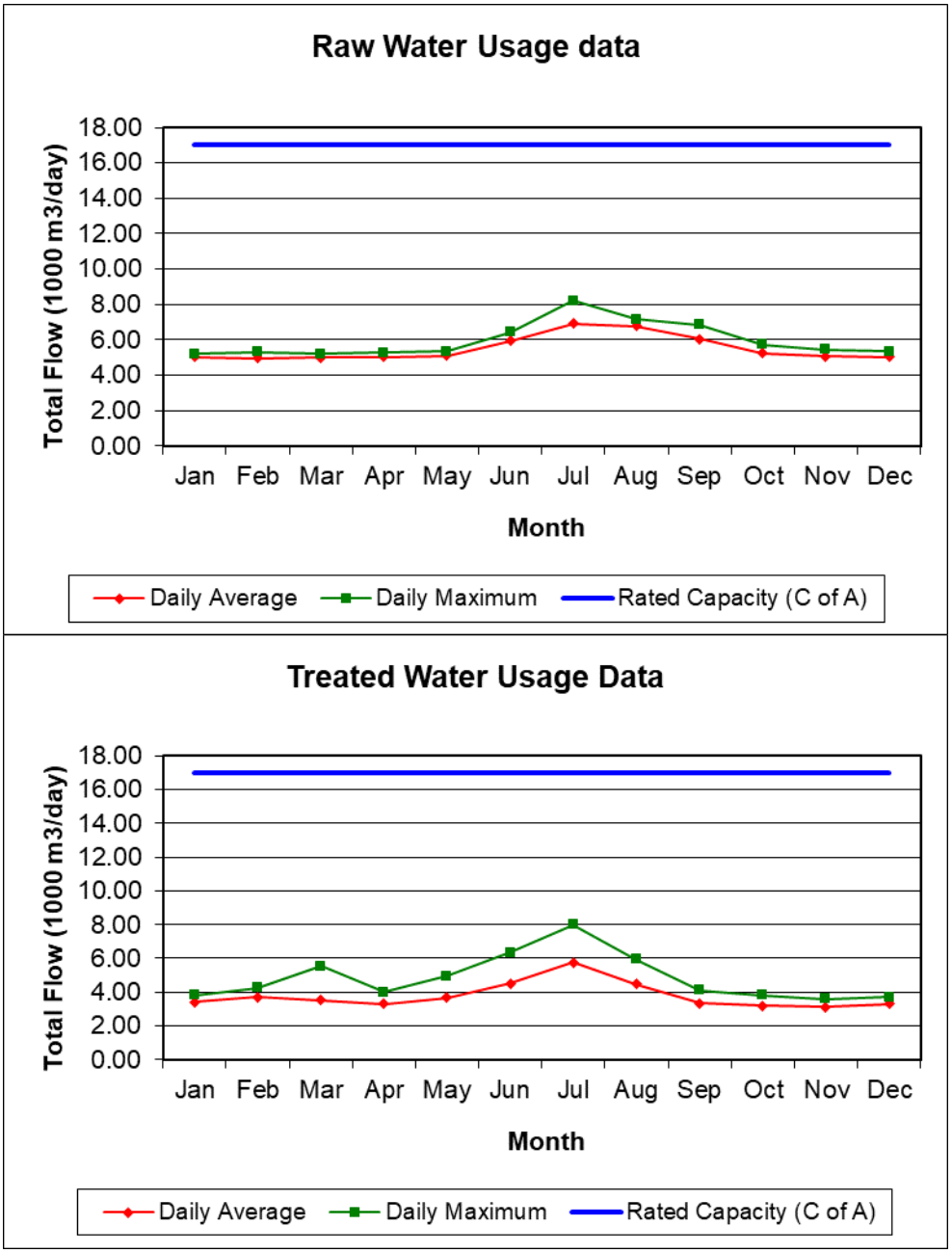
6.0 Quantity and Flow Data (2021)

The following tables and graphs indicate the quantities and flow rates of water taken and produced during the reporting period, including monthly average flows, maximum daily flows and total monthly volumes.

Table 1 - RAW WATER USAGE - 2021				
Month	**Total Flow 1000 m³ / month**	**Average Daily Flow 1000 m³ / day**	**Maximum Daily Flow 1000 m³ / day**	**Max Daily Design Capacity 1000 m3 / day**
January	156.12	5.04	5.22	17
February	139.41	4.98	5.32	17
March	155.30	5.01	5.20	17
April	150.94	5.03	5.26	17
May	158.52	5.11	5.35	17
June	178.39	5.95	6.42	17
July	214.11	6.91	8.20	17
August	209.55	6.76	7.17	17
September	180.80	6.03	6.84	17
October	162.70	5.25	5.73	17
November	152.51	5.08	5.46	17
December	156.01	5.03	5.34	17
Annual Totals	2014.36 Total 167.86 Average	5.52		

Table 2 - TREATED WATER USAGE - 2021				
Month	**Total Flow 1000 m³ / month**	**Average Daily Flow 1000 m³ / day**	**Maximum Daily Flow 1000 m³ / day**	**Max Daily Design Capacity 1000 m3 / day**
January	105.36	3.40	3.81	17
February	103.89	3.71	4.27	17
March	109.12	3.52	5.53	17
April	99.40	3.31	4.00	17
May	113.29	3.65	4.95	17
June	135.47	4.52	6.34	17
July	178.93	5.77	8.01	17
August	139.07	4.49	5.95	17
September	99.82	3.33	4.12	17
October	98.92	3.19	3.81	17
November	93.59	3.12	3.58	17
December	102.56	3.31	3.70	17
Annual Totals	1379.42 Total 114.95 Average	3.78		

Comparison of Flow Summary to Rated Capacity



The **Permits to Take Water #3528-AE6PEM** (Issued September 27, 2016) allows the municipality to draw 17,000 m³/day at a maximum flow rate of 12,000 L/min. from its raw water source. As indicated from the charts and tables above, the maximum daily flow of raw water in 2021 was 8,200 m³/day, which is 48.2% of the maximum allowable flow rate.

In accordance with the Municipal Drinking Water License No. 224-201, the Town of Fort Frances Drinking Water System shall not be operated to exceed the rated capacity of 17,000 m³/day on any calendar day, conveyed from the treatment system to the distribution system. The highest single day treated flow in 2021 was 8,010 m³/day, which is 47.1% of the plant's maximum capacity.

There were no instances of treated water flows exceeding the rated capacity as stated in the Municipal Drinking Water Licence during the reporting period of January 1 to December 31, 2021.

Appendix "A"

MUNICIPAL DRINKING WATER LICENCE
License Number: 224-101
Issue Number: 2

Ontario

MUNICIPAL DRINKING WATER LICENCE

Licence Number: 224-101
Issue Number: 4

Pursuant to the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, and the regulations made thereunder and subject to the limitations thereof, I hereby issue this municipal drinking water licence under Part V of the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32 to:

The Corporation of the Town of Fort Frances

320 Portage Avenue
Fort Frances, ON
P9A 3P9

For the following municipal residential drinking water system:

Fort Frances Drinking Water System

This municipal drinking water licence includes the following:

Schedule	Description
Schedule A	Drinking Water System Information
Schedule B	General Conditions
Schedule C	System-Specific Conditions
Schedule D	Conditions for Relief from Regulatory Requirements
Schedule E	Pathogen Log Removal/Inactivation Credits

Upon the effective date of this drinking water licence #224-101, all previously issued versions of licence #224-101 are revoked and replaced by this licence.

DATED at TORONTO this 15th day of February, 2022

Signature

Aziz Ahmed, P.Eng.
Director
Part V, *Safe Drinking Water Act*, 2002

Schedule A: Drinking Water System Information

System Owner	**The Corporation of the Town of Fort Frances**
Licence Number	**224-101**
Drinking Water System Name	**Fort Frances Drinking Water System**
Licence Effective Date	**February 15, 2022**

1.0 Licence Information

Licence Issue Date	February 15, 2022
Licence Effective Date	February 15, 2022
Licence Expiry Date	May 11, 2026
Application for Licence Renewal Date	November 10, 2025

2.0 Incorporated Documents

The following documents are applicable to the above drinking water system and form part of this licence:

2.1 Drinking Water Works Permit

Drinking Water System Name	Permit Number	Issue Date
Fort Frances Drinking Water System	224-201	May 11, 2021

2.2 Permits to Take Water

Water Taking Location	Permit Number	Issue Date
Rainy River	3528-AE6PEM	September 27, 2016

2.1 Other Documents

Document Title	Version Number	Version Date
Not Applicable	Not Applicable	Not Applicable

3.0 Financial Plans

The Financial Plan Number for the Financial Plan required to be developed for this drinking water system in accordance with O. Reg. 453/07 shall be:	224-301
Alternately, if one Financial Plan is developed for all drinking water systems owned by the owner, the Financial Plan Number shall be:	224-301A

4.0 Accredited Operating Authority

Drinking Water System or Operational Subsystems	Accredited Operating Authority	Operational Plan No.	Operating Authority No.
Fort Frances Drinking Water System	The Corporation of the Town of Fort Frances	224-401	224-OA1

Schedule B: General Conditions

System Owner	**The Corporation of the Town of Fort Frances**
Licence Number	**224-101**
Drinking Water System Name	**Fort Frances Drinking Water System**
Licence Effective Date	**February 15, 2022**

1.0 Definitions

1.1 Words and phrases not defined in this licence and the associated drinking water works permit shall be given the same meaning as those set out in the SDWA and any regulations made in accordance with that act, unless the context requires otherwise.

1.2 In this licence and the associated drinking water works permit:

"**adverse effect**", "**contaminant**" and "**natural environment**" shall have the same meanings as in the EPA;

"**alteration**" may include the following in respect of this drinking water system:

(a) An addition to the system,
(b) A modification of the system,
(c) A replacement of part of the system, and
(d) An extension of the system;

"**compound of concern**" means a contaminant described in paragraph 4 subsection 26 (1) of O. Reg. 419/05, namely, a contaminant that is discharged to the air from a component of the drinking water system in an amount that is not negligible;

"CT" means the CT Disinfection Concept, as described in subsection 3.1.1 of the Ministry's Procedure for Disinfection of Drinking Water in Ontario, dated July 29 2016.

"**Director**" means a Director appointed pursuant to section 6 of the SDWA for the purposes of Part V of the SDWA;

"**drinking water works permit**" means the drinking water works permit for the drinking water system, as identified in Schedule A of this licence and as amended from time to time;

"emission summary table" means a table described in paragraph 14 of subsection 26 (1) of O. Reg. 419/05;

"EPA" means the *Environmental Protection Act*, R.S.O. 1990, c. E.19;

"**financial plan**" means the financial plan required by O. Reg. 453/07;

"Harmful Algal Bloom (HAB)" means an overgrowth of aquatic algal bacteria that produce or have the potential to produce toxins in the surrounding water, when the algal

cells are damaged or die. Such bacteria are harmful to people and animals and include microcystins produced by cyanobacterial blooms.

"**licence**" means this municipal drinking water licence for the municipal drinking water system identified in Schedule A of this licence;

"**licensed engineering practitioner**" means a person who holds a licence, limited licence or temporary licence under the Professional Engineers Act;

"Ministry" means the Ontario Ministry of the Environment, Conservation and Parks;

"**operational plan**" means an operational plan developed in accordance with the Director's Directions – Minimum Requirements for Operational Plans made under the authority of subsection 15(1) of the SDWA;

"**owner**" means the owner of the drinking water system as identified in Schedule A of this licence;

"OWRA" means the *Ontario Water Resources Act*, R.S.O. 1990, c. 0.40;

"**permit to take water**" means the permit to take water that is associated with the taking of water for purposes of the operation of the drinking water system, as identified in Schedule A of this licence and as amended from time to time;

"**point of impingement**" has the same meaning as in section 2 of O. Reg. 419/05 under the EPA;

"**point of impingement limit**" means the appropriate standard from Schedule 2 or 3 of O. Reg. 419/05 under the EPA and if a standard is not provided for a compound of concern, the concentration set out for the compound of concern in the document titled "Air Contaminants Benchmarks (ACB) List: Standards, guidelines and screening levels for assessing point of impingement concentrations of air contaminants", as amended from time to time and published by the Ministry and available on a government of Ontario website;

"**provincial officer**" means a provincial officer designated pursuant to section 8 of the SDWA;

"**publication NPC-300**" means the Ministry publication titled "Environmental Noise Guideline: Stationary and Transportation Sources – Approval and Planning" dated August 2013, as amended;

"**SCADA system**" means a supervisory control and data acquisition system used for process monitoring, automation, recording and/or reporting within the drinking water system;

"**SDWA**" means the *Safe Drinking Water* Act, 2002, S.O. 2002, c. 32;

"**sensitive receptor**" means any location where routine or normal activities occurring at reasonably expected times would experience adverse effect(s) from a discharge to air from an emergency generator that is a component of the drinking water system, including one or a combination of:

(a) private residences or public facilities where people sleep (e.g.: single and multi-unit dwellings, nursing homes, hospitals, trailer parks, camping grounds, etc.),
(b) institutional facilities (e.g.: schools, churches, community centres, day care centres, recreational centres, etc.),
(c) outdoor public recreational areas (e.g.: trailer parks, play grounds, picnic areas, etc.), and
(d) other outdoor public areas where there are continuous human activities (e.g.: commercial plazas and office buildings).

"**sub-system**" has the same meaning as in Ontario Regulation 128/04 (Certification of Drinking Water System Operators and Water Quality Analysts) under the SDWA;

"**surface water**" means water bodies (lakes, wetlands, ponds - including dug-outs), water courses (rivers, streams, water-filled drainage ditches), infiltration trenches, and areas of seasonal wetlands;

"UV" means ultraviolet, as in ultraviolet light produced from an ultraviolet reactor.

2.0 Applicability

2.1 In addition to any other applicable legal requirements, the drinking water system identified above shall be established, altered and operated in accordance with the conditions of the drinking water works permit and this licence.

3.0 Licence Expiry

3.1 This licence expires on the date identified as the licence expiry date in Schedule A of this licence.

4.0 Licence Renewal

4.1 Any application to renew this licence shall be made on or before the date identified as the application for licence renewal date set out in Schedule A of this licence.

5.0 Compliance

5.1 The owner and operating authority shall ensure that any person authorized to carry out work on or to operate any aspect of the drinking water system has been informed of the SDWA, all applicable regulations made in accordance with that act, the drinking water works permit and this licence and shall take all reasonable measures to ensure any such person complies with the same.

6.0 Licence and Drinking Water Works Permit Availability

6.1 At least one copy of this licence and the drinking water works permit shall be stored in such a manner that they are readily viewable by all persons involved in the operation of the drinking water system.

7.0 Permit to Take Water and Drinking Water Works Permit

7.1 A permit to take water identified in Schedule A of this licence is the applicable permit on the date identified as the Effective Date of this licence.

7.2 A drinking water works permit identified in Schedule A of this licence is the applicable permit on the date identified as the Effective Date of this licence.

8.0 Financial Plan

8.1 For every financial plan prepared in accordance with subsections 2(1) and 3(1) of O. Reg. 453/07, the owner of the drinking water system shall:

8.1.1 Ensure that the financial plan contains on the front page of the financial plan, the appropriate financial plan number as set out in Schedule A of this licence; and

8.1.2 Submit a copy of the financial plan to the Ministry of Municipal Affairs and Housing within three (3) months of receiving approval by a resolution of municipal council or the governing body of the owner.

9.0 Interpretation

9.1 Where there is a conflict between the provisions of this licence and any other document, the following hierarchy shall be used to determine the provision that takes precedence:

9.1.1 The SDWA*;*

9.1.2 A condition imposed in this licence that explicitly overrides a prescribed regulatory requirement;

9.1.3 A condition imposed in the drinking water works permit that explicitly overrides a prescribed regulatory requirement;

9.1.4 Any regulation made under the SDWA;

9.1.5 Any provision of this licence that does not explicitly override a prescribed regulatory requirement;

9.1.6 Any provision of the drinking water works permit that does not explicitly override a prescribed regulatory requirement;

9.1.7 Any application documents listed in this licence, or the drinking water works permit from the most recent to the earliest; and

9.1.8 All other documents listed in this licence, or the drinking water works permit from the most recent to the earliest.

9.1.9 Any other technical bulletin or procedure issued by the Ministry from the most recent to the earliest.

9.2 If any requirement of this licence or the drinking water works permit is found to be invalid by a court of competent jurisdiction, the remaining requirements of this licence and the drinking water works permit shall continue to apply.

9.3 The issuance of and compliance with the conditions of this licence and the drinking water works permit does not:

9.3.1 Relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement, including the *Environmental Assessment Act*, R.S.O. 1990, c. E.18; and

9.3.2 Limit in any way the authority of the appointed Directors and provincial officers of the Ministry to require certain steps be taken or to require the owner to furnish any further information related to compliance with the conditions of this licence or the drinking water works permit.

9.4 For greater certainty, nothing in this licence or the drinking water works permit shall be read to provide relief from regulatory requirements in accordance with section 46 of the SDWA, except as expressly provided in the licence or the drinking water works permit.

10.0 Adverse Effects

10.1 Nothing in this licence or the drinking water works permit shall be read as to permit:

10.1.1 The discharge of a contaminant into the natural environment that causes or is likely to cause an adverse effect; or

10.1.2 The discharge of any material of any kind into or in any waters or on any shore or bank thereof or into or in any place that may impair the quality of the water of any waters.

10.2 All reasonable steps shall be taken to minimize and ameliorate any adverse effect on the natural environment or impairment of the quality of water of any waters resulting from the operation of the drinking water system including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.

10.3 Fulfillment of one or more conditions imposed by this licence or the drinking water works permit does not eliminate the requirement to fulfill any other condition of this licence or the drinking water works permit.

11.0 Change of Owner or Operating Authority

11.1 This licence is not transferable without the prior written consent of the Director.

11.2 The owner shall notify the Director in writing at least 30 days prior to a change of any operating authority identified in Schedule A of this licence.

11.2.1 Where the change of operating authority is the result of an emergency situation, the owner shall notify the Director in writing of the change as soon as practicable.

12.0 Information to be Provided

12.1 Any information requested by a Director or a provincial officer concerning the drinking water system and its operation, including but not limited to any records required to be kept by this licence or the drinking water works permit, shall be provided upon request.

13.0 Records Retention

13.1 Except as otherwise required in this licence or the drinking water works permit, any records required by or created in accordance with this licence or the drinking water works permit, other than the records specifically referenced in section 12 or section 13 of O. Reg. 170/03, shall be retained for at least 5 years and made available for inspection by a provincial officer, upon request.

14.0 Chemicals and Materials

14.1 All chemicals and materials used in the alteration or operation of the drinking water system that come into contact with water within the system shall meet all applicable standards set by both the American Water Works Association ("AWWA") and the American National Standards Institute ("ANSI") safety criteria standards NSF/60, NSF/61 and NSF/372.

14.1.1 In the event that the standards are updated, the owner may request authorization from the Director to use any on hand chemicals and materials that previously met the applicable standards.

14.2 The most current chemical and material product registration documentation from a testing institution accredited by either the Standards Council of Canada or by the American National Standards Institution ("ANSI") shall be available at all times for each chemical and material used in the operation of the drinking water system that comes into contact with water within the system.

14.3 Conditions 14.1 and 14.2 do not apply in the case of the following:

14.3.1 Water pipe and pipe fittings meeting AWWA specifications made from ductile iron, cast iron, PVC, fibre and/or steel wire reinforced cement pipe or high density polyethylene (HDPE);

14.3.2 Articles made from stainless steel, glass, HDPE or Teflon®;

14.3.3 Cement mortar for watermain lining and for water contacting surfaces of concrete structures made from washed aggregates and Portland cement;

14.3.4 Gaskets that are made from NSF approved materials;

14.3.5 Food grade oils and lubricants, food grade anti-freeze, and other food grade chemicals and materials that are compatible for drinking water use that may come into contact with drinking water, but are not added directly to the drinking water; or

14.3.6 Any particular chemical or material where the owner has written documentation signed by the Director that indicates that the Ministry is satisfied that the chemical or material is acceptable for use within the drinking water system and the chemical or material is only used as permitted by the documentation.

15.0 Drawings

15.1 All drawings and diagrams in the possession of the owner that show any treatment subsystem as constructed shall be retained by the owner unless the drawings and diagrams are replaced by a revised or updated version showing the subsystem as constructed subsequent to the alteration.

15.2 Any alteration to any treatment subsystem shall be incorporated into process flow diagrams, process and instrumentation diagrams, and record drawings and diagrams within one year of the alteration being completed or placed into service.

15.3 Process flow diagrams and process and instrumentation diagrams for any treatment subsystem shall be kept in a place, or made available in such a manner, that they may be readily viewed by all persons responsible for all or part of the operation of the drinking water system.

16.0 Operations and Maintenance Manual

16.1 An up-to-date operations and maintenance manual or manuals shall be maintained and applicable parts of the manual or manuals shall be made available for reference to all persons responsible for all or part of the operation or maintenance of the drinking water system.

16.2 The operations and maintenance manual or manuals, shall include at a minimum:

16.2.1 The requirements of this licence and associated procedures;

16.2.2 The requirements of the drinking water works permit for the drinking water system;

16.2.3 A description of the processes used to achieve primary and secondary disinfection within the drinking water system including where applicable:

a) A copy of the CT calculations that were used as the basis for primary disinfection under worst case operating conditions and other operating conditions, if applicable; and

b) The validated operating conditions for UV disinfection equipment, including a copy of the validation certificate;

16.2.4 Procedures for monitoring and recording the in-process parameters necessary for the control of any treatment subsystem and for assessing the performance of the drinking water system;

16.2.5 Procedures for the operation and maintenance of monitoring equipment;

16.2.6 Contingency plans and procedures for the provision of adequate equipment and material to deal with emergencies, upset conditions and equipment breakdown;

16.2.7 Procedures for dealing with complaints related to the drinking water system, including the recording of the nature of the complaint and any investigation and corrective action taken in respect of the complaint;

16.3 Procedures necessary for the operation and maintenance of any alterations to the drinking water system shall be incorporated into the operations and maintenance manual or manuals prior to those alterations coming into operation.

16.4 All of the procedures included or referenced within the operations and maintenance manual must be implemented.

Schedule C: System-Specific Conditions

System Owner	**The Corporation of the Town of Fort Frances**
Licence Number	**224-101**
Drinking Water System Name	**Fort Frances Drinking Water System**
Licence Effective Date	**February 15, 2022**

1.0 System Performance

Rated Capacity

1.1 For each treatment subsystem listed in column 1 of Table 1, the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed the value identified as the rated capacity in column 2 of the same row.

Table 1: Rated Capacity

Column 1 Treatment Subsystem Name	Column 2 Rated Capacity (m^3/day)
Fort Frances Water Treatment Plant	17,000

Maximum Flow Rates

1.2 For each treatment subsystem listed in column 1 of Table 2, the maximum flow rate of water that flows into a treatment subsystem component listed in column 2 shall not exceed the value listed in column 3 of the same row.

Table 2: Maximum Flow Rates

Column 1 Treatment Subsystem Name	Column 2 Treatment Subsystem Component	Column 3 Maximum Flow Rate (L/s)
Not Applicable	Not Applicable	Not Applicable

1.3 Despite conditions 1.1 and 1.2, a treatment subsystem may be operated temporarily at a maximum daily volume and/or a maximum flow rate above the values set out in column 2 of Table 1 and column 3 of Table 2 respectively for the purposes of fighting a large fire or for the maintenance of the drinking water system.

1.4 Condition 1.3 does not authorize the discharge into the distribution system of any water that does not meet all of the requirements of this licence and all other regulatory requirements, including compliance with the Ontario Drinking Water Quality Standards.

Residuals Management

1.5 In respect of an effluent discharged into the natural environment from a treatment subsystem or treatment subsystem component listed in column 1 of Table 3:

1.5.1 The annual average concentration of a test parameter identified in column 2 shall:

a) not exceed the value in column 3 of the same row; and

b) be calculated at least once monthly as the running annual average based on the previous twelve months of results;

1.5.2 Where the average concentration of a test parameter identified in column 2 exceeds the value in column 3, the concentration shall be reported to the local Ministry district office within 72 hours of receipt of the last lab result used in the calculation;

1.5.3 The maximum concentration of a test parameter identified in column 2 shall not exceed the value in column 4 of the same row;

1.5.4 Where the maximum concentration of a test parameter identified in column 2 exceeds the value in column 4, the discharge shall be reported in accordance with s.13.2 of O. Reg. 675.98 and recorded in accordance with s.12.2 of O. Reg. 675.98 within 24 hours of receipt of the lab result; and,

1.5.5 The test parameters listed in column 2 of Table 3 shall be sampled in accordance with conditions 5.2, 5.3 and 5.4 of Schedule C in this Licence.

Table 3: Residuals Management

Column 1 Treatment Subsystem or Treatment Subsystem Component Name	Column 2 Test Parameter	Column 3 Annual Average Concentration (mg/L)	Column 4 Maximum Concentration (mg/L)
Media filter backwash effluent	Total Suspended Solids	25	Not Applicable

UV Disinfection Equipment Performance

1.6 For each treatment subsystem or treatment subsystem component listed in column 1 of Table 4, and while directing water to the distribution system and being used to meet pathogen log removal/inactivation credits specified in Schedule E:

1.6.1 The UV disinfection equipment shall be operated within the validated limits for the equipment at all times such that a continuous pass-through UV dose is maintained throughout the life time of the UV lamp(s) that is at least the minimum continuous pass-through UV dose set out in column 2 of the same row

1.6.2 In addition to any other sampling, analysis and recording that may be required, the ultraviolet light disinfection equipment shall test for the test parameters set

out in column 4 of the same row at a testing frequency of once every five (5) minutes or less and record the test data at a recording frequency of once every four (4) hours or less;

1.6.3 If there is a UV disinfection equipment alarm signaling that the disinfection equipment is malfunctioning, has lost power, or is not providing the appropriate level of disinfection the test parameters set out in column 4 of the same row shall be recorded at a recording frequency of once every five minutes or less until the alarm condition has been corrected;

1.6.4 A monthly summary report shall be prepared at the end of each calendar month which sets out the time, date and duration of each UV equipment alarm described in condition 1.6.3, the volume of water treated during each alarm period and the actions taken by the operating authority to correct the alarm situation;

Table 4: UV Disinfection Equipment

Column 1 Treatment Subsystem or Treatment Subsystem Component Name	Column 2 Minimum Continuous Pass-Through UV Dose (mJ/cm^2)	Column 3 Control Strategy	Column 4 Test Parameter
Not Applicable	Not Applicable	Not Applicable	Not Applicable

2.0 Flow Measurement and Recording Requirements

2.1 For each treatment subsystem identified in column 1 of Table 1 and in addition to any other flow measurement and recording that may be required, continuous flow measurement and recording shall be undertaken for:

2.1.1 The flow rate (L/s) and daily volume (m^3/day) of treated water that flows from the treatment subsystem to the distribution system.

2.1.2 The flow rate (L/s) and daily volume (m^3/day) of water that flows into the treatment subsystem.

2.2 For each treatment subsystem component identified in column 2 of Table 2 and in addition to any other flow measurement and recording that may be required, continuous flow measurement and recording shall be undertaken for the flow rate and daily volume of water that flows into the treatment subsystem component.

2.3 Where a rated capacity from Table 1 or a maximum flow rate from Table 2 is exceeded, the following shall be recorded:

2.3.1 The difference between the measured amount and the applicable rated capacity or maximum flow rate specified in Table 1 or Table 2;

2.3.2 The time and date of the measurement;

2.3.3 The reason for the exceedance; and

2.3.4 The duration of time that lapses between the applicable rated capacity or maximum flow rate first being exceeded and the next measurement where the applicable rated capacity or maximum flow rate is no longer exceeded.

3.0 Calibration of Flow Measuring Devices

3.1 All flow measuring devices that are required by regulation, by a condition in the drinking water works permit 224-201, or by a condition otherwise imposed by the Ministry, shall be checked and where necessary calibrated in accordance with the manufacturer's instructions.

3.2 If the manufacturer's instructions do not indicate how often to check and calibrate a flow measuring device, the equipment shall be checked and where necessary calibrated at least once every 12 months during which the drinking water system is in operation.

3.2.1 For greater certainty, if condition 3.2 applies, the equipment shall be checked and where necessary calibrated not more than 30 days after the first anniversary of the day the equipment was checked and calibrated in the previous 12-month period.

4.0 Calibration of CT Monitoring System

4.1 Any measuring instrumentation that forms part of the monitoring system for CT shall be checked and where necessary calibrated at least once every 12 months during which the drinking water system is in operation, or more frequently in accordance with the manufacturer's instructions.

4.1.1 For greater certainty, if condition 4.1 applies, the instrumentation shall be checked and where necessary calibrated not more than 30 days after the first anniversary of the day the equipment was checked and calibrated in the previous 12-month period.

5.0 Additional Sampling, Testing and Monitoring

Drinking Water Health and Non-Health Related Parameters

5.1 For each treatment subsystem or treatment subsystem component identified in column 1 of Tables 5 and 6 and in addition to any other sampling, testing and monitoring that may be required, sampling, testing and monitoring shall be undertaken for a test parameter listed in column 2 at the sampling frequency listed in column 3 and at the monitoring location listed in column 4 of the same row.

Table 5: Drinking Water Health Related Parameters			
Column 1 Treatment Subsystem or Treatment Subsystem Component Name	**Column 2 Test Parameter**	**Column 3 Sampling Frequency**	**Column 4 Monitoring Location**
Not Applicable	Not Applicable	Not Applicable	Not Applicable

Table 6: Drinking Water Non-Health Related Parameters			
Column 1 Treatment Subsystem or Treatment Subsystem Component Name	**Column 2 Test Parameter**	**Column 3 Sampling Frequency**	**Column 4 Monitoring Location**
Not Applicable	Not Applicable	Not Applicable	Not Applicable

Environmental Discharge Parameters

5.2 For each treatment subsystem or treatment subsystem component identified in column 1 of Table 7 and in addition to any other sampling, testing and monitoring that may be required, sampling, testing and monitoring shall be undertaken for a test parameter listed in column 2 using the sample type identified in column 3 at the sampling frequency listed in column 4 and at the monitoring location listed in column 5 of the same row.

5.3 For the purposes of Table 7:

5.3.1 Manual Composite means the mean of at least three grab samples taken during a discharge event, with one sample being taken immediately following the commencement of the discharge event, one sample being taken approximately at the mid-point of the discharge event and one sample being taken immediately before the end of the discharge event; and

5.3.2 Automated Composite means samples must be taken during a discharge event by an automated sampler at a minimum sampling frequency of once per hour.

5.4 Any sampling, testing and monitoring for the test parameter Total Suspended Solids shall be performed in accordance with the requirements set out in the publication “Standard Methods for the Examination of Water and Wastewater”, 23rd Edition, 2017, or as amended from time to time by more recently published editions.

Table 7: Environmental Discharge Parameters				
Column 1 Treatment Subsystem or Treatment Subsystem Component Name	**Column 2 Test Parameter**	**Column 3 Sample Type**	**Column 4 Sampling Frequency**	**Column 5 Monitoring Location**
Fort Frances Water Treatment Plant	Total Suspended Solids	Composite	Monthly	Top of filter (for point of discharge to Rainy River)

5.5 Pursuant to Condition 10 of Schedule B of this licence, the owner may undertake the following environmental discharges associated with the maintenance and/or repair of the drinking water system:

5.5.1 The discharge of potable water from a watermain to a road or storm sewer;

5.5.2 The discharge of potable water from a water storage facility or pumping station:

a) To a road or storm sewer; or

b) To a watercourse where the discharge has been dechlorinated and if necessary, sediment and erosion control measures have been implemented.

5.5.3 The discharge of dechlorinated non-potable water from a watermain, water storage facility or pumping station to a road or storm sewer;

5.5.4 The discharge of raw water from a groundwater well to the environment where if necessary, sediment and erosion control measures have been implemented; and

5.5.5 The discharge of raw water, potable water or non-potable water from a treatment subsystem to the environment where if necessary, the discharge has been dechlorinated and sediment and erosion control measures have been implemented.

5.5.6 The discharge of any excess water to a road, storm sewer or the environment, associated with the management of materials excavated as part of watermain construction or repair, where necessary sediment, erosion and environmental control measures have been implemented.

6.0 Studies Required

Harmful Algal Blooms

6.1 The owner shall develop and keep up to date a Harmful Algal Bloom monitoring, reporting and sampling plan, herein known as the “Plan”, to be implemented when a potential harmful algal bloom is suspected or present. The owner shall have the Plan in place on or before October 28, 2021.

6.1.1 The owner must have a copy of the Plan available onsite at the drinking water system, for inspection upon request by Ministry staff.

6.1.2 The owner must implement the Plan annually during the harmful algal bloom season, during but not limited to the warm seasonal period between June 1 and October 31 each year, or as otherwise directed by the Ministry or the Medical Officer of Health.

6.1.3 The owner must train all relevant drinking water system staff on the Plan prior to the beginning of each warm season, as described in Condition 6.1.2.

6.2 For clarity, a Harmful Algal Bloom is considered suspected or occurring when:

6.2.1 the owner or operating authority has observed an algal bloom:

a) near the shoreline at or near the source water intake(s) described in drinking water works permit #224-201, or

b) where the intake has an Intake Protection Zone in a source protection plan, within IPZ-1, or

c) within a circle that has a radius, measured from the intake, equal to the distance from the intake to the farthest edge of IPZ-2.

6.2.2 microcystin has been detected in a raw or treated water sample; and/or,

6.2.3 the owner has received any form of notification related to an algal bloom from the Ministry, a Medical Officer of Health, or the public; or,

6.2.4 the presence of or identification of cyanobacteria has been determined though optical probes or other analytic techniques used by the drinking water system.

6.3 The Plan described in condition 6.1 must include, at a minimum:

6.3.1 details relating to visual monitoring for harmful algal blooms at or near the drinking water system intake(s),

a) as described in drinking water works permit #224-101, or

b) where the intake has an Intake Protection Zone in a source protection plan, within IPZ-1, or

c) within a circle that has a radius, measured from the intake, equal to the distance from the intake to the farthest edge of IPZ-2.

6.3.2 details relating to visual monitoring of shoreline; this is applicable to drinking water systems where the proximity of the intake(s) may be of concern.

6.3.3 details relating to reporting the observed or suspected harmful algal bloom, as described in section 6.2:

a) to the Overall Responsible Operator(s) and/or Operator(s)-in-Charge if the blooms have been observed or suspected by a duty operator; the Plan shall include wording that directs relevant drinking water staff to follow the instructions provided by the Overall Responsible Operator(s) or the Operator(s)-in-Charge;

b) to the medical officer of health; and

c) to the local MECP representative and the Ministry's Spills Action Centre.,

6.3.4 a sampling plan, including the identification of sample location(s) and frequencies that at a minimum match those described in condition 6.4.

6.3.5 triggers that may increase the required sampling frequency;

6.3.6 up-to-date records that document staff training on the harmful algal bloom monitoring, reporting, and sampling procedures.

6.4 Any water samples collected under Condition 6.3.4 must be:

6.4.1 collected, at a minimum, once per week, or as otherwise directed by the Ministry or the medical officer of health;

6.4.2 collected prior to any treatment, if the sample is taken from raw water;

6.4.3 collected at the point of entry into the distribution system, if the sample is taken from treated water;

6.4.4 collected from the shoreline by the drinking water system, if applicable based on Condition 6.3.1;

6.4.5 submitted to a laboratory licensed to perform ELISA testing for total microcystin;

6.4.6 repeatedly collected until 3 consecutive samples have shown non-detection of microcystin and the algal bloom is no longer suspected or visually observed.

7.0 Source Protection

7.1 The owner of the drinking water system shall implement risk management measures, as appropriate, to manage any potential threat to drinking water that results from the operation of the drinking water system.

7.2 The owner of the system shall notify the Director in writing within thirty (30) days of any approved changes to an applicable source protection plan that impact the assessed threat level of a fuel oil system identified in Schedule A of drinking water works permit.

7.3 The notification required in condition 7.2 shall include:

7.3.1 A description of the changes and their impact on the assessed threat level of the fuel oil system(s); and,

7.3.2 A timeline for re-assessing the threat level and providing the results of the assessment to the Director.

Schedule D: Conditions for Relief from Regulatory Requirements

System Owner	**The Corporation of the Town of Fort Frances**
Licence Number	**224-101**
Drinking Water System Name	**Fort Frances Drinking Water System**
Licence Effective Date	**February 15, 2022**

As of the effective date of the Licence, no relief from regulatory requirements is authorized by the Director under section 46 of the SDWA in respect of the drinking water system.

Schedule E: Pathogen Log Removal/Inactivation Credits

System Owner	**The Corporation of the Town of Fort Frances**
Licence Number	**224-101**
Drinking Water System Name	**Fort Frances Drinking Water System**
Licence Effective Date	**February 15, 2022**

1.0 Primary Disinfection Pathogen Log Removal/Inactivation Credits

Fort Frances Water Treatment Plant

Rainy River [SURFACE WATER]

Minimum Log Removal/ Inactivation Required	Cryptosporidium Oocysts	Giardia Cysts [a]	Viruses [b]
Fort Frances Water Treatment Plant	2	3	4

[a] At least 0.5 log inactivation of Giardia shall be achieved by the disinfection portion of the overall water treatment process.
[b] At least 2 log inactivation of viruses shall be achieved by disinfection.

Log Removal/Inactivation Credits Assigned [c]	Cryptosporidium Oocysts	Giardia Cysts	Viruses
Conventional Filtration	2	2.5	2
Chlorination [CT: Contact chamber, clearwell/reservoir and high lift pump chamber]	-	0.5	2+

[c] Log removal/inactivation credit assignment is based on each treatment process being fully operational and the applicable log removal/inactivation credit assignment criteria being met.

Treatment Component	Log Removal/Inactivation Credit Assignment Criteria
Conventional Filtration	1. A chemical coagulant shall be used at all times when the treatment plant is in operation; 2. Chemical dosages shall be monitored and adjusted in response to variations in raw water quality; 3. Effective backwash procedures shall be maintained including filter-to-waste or an equivalent procedure during filter ripening to ensure that effluent turbidity requirements are met at all times; 4. Filtrate turbidity shall be continuously monitored from each filter; and 5. Performance criterion for filtered water turbidity of less than or equal to 0.3 NTU in 95% of the measurements each month shall be met for each filter.
Chlorination	1. Sampling and testing for free chlorine residual shall be carried out by continuous monitoring equipment in the treatment process at or near a location where the intended contact time has just been completed in accordance with the Ministry's Procedure for Disinfection of Drinking Water in Ontario; and 2. At all times, CT provided shall be greater than or equal to the CT required to achieve the log removal credits assigned.
Primary Disinfection Notes	

Appendix "B"

DRINKING WATER WORKS PERMIT
Permit Number: 224-201
Issue Number: 2

Ontario

DRINKING WATER WORKS PERMIT

Permit Number: 224-201
Issue Number: 3

Pursuant to the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, and the regulations made thereunder and subject to the limitations thereof, I hereby issue this drinking water works permit under Part V of the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32 to:

The Corporation of the Town of Fort Frances

320 Portage Avenue
Fort Frances, ON
P9A 3P9

For the following municipal residential drinking water system:

Fort Frances Drinking Water System

This drinking water works permit includes the following:

Schedule	Description
Schedule A	Drinking Water System Description
Schedule B	General
Schedule C	All documents issued as Schedule C to this drinking water works permit which authorize alterations to the drinking water system
Schedule D	Process Flow Diagrams

Upon the effective date of this drinking water works permit #224-201, all previously issued versions of permit #224-201 are revoked and replaced by this permit.

DATED at TORONTO this 11th day of May, 2021

Signature

Aziz Ahmed, P.Eng.
Director
Part V, *Safe Drinking Water Act*, 2002

Schedule A: Drinking Water System Description

System Owner	**The Corporation of the Town of Fort Frances**
Permit Number	**224-201**
Drinking Water System Name	**Fort Frances Drinking Water System**
Permit Effective Date	**May 11, 2021**

1.0 System Description

1.1 The following is a summary description of the works comprising the above drinking water system:

Overview

The **Fort Frances Drinking Water System** consists of a drinking water treatment plant, a two-celled storage ground reservoir, an elevated storage tank and approximately 6.0 kilometers of trunk watermains and 70.4 kilometers of distribution watermains.

The Fort Frances Water Treatment Plant is a conventional surface water treatment plant. Raw water is drawn from Rainy River through low lift pumps. Liquid alum is added to the raw water ahead of the in-line mixer for coagulation while polyelectrolytes are added to the solids contact tanks for assisting flocculation. The water then flows to the two solids contact clarifiers units, operating in parallel, where flocculation and sedimentation occurs. The settled floc is disposed of to the sanitary sewer. Powdered activated carbon, soda ash, and hydrofluosilicic are also added ahead of in-line mixer, in solids contact clarifiers, and/or in chemical contact chambers, as needed, for taste and odour and pH adjustment. The settled effluent is gravity fed to four dual media gravity sand filters. The filters are equipped with a backwash pump. The filtered water flows to a two-celled, ground storage reservoir through a chemical contact chamber. Chlorine and fluoride are added in the chemical contact chamber. The treated water then flows to the high lift pump wells where it is pumped to the distribution system. Chlorine residual and fluoride are monitored with continuous on-line analyzers just prior to the water leaving the plant. The Fort Frances Drinking Water System also includes an elevated water storage tank within the distribution system equipped with re-chlorination facilities.

The Fort Frances Drinking Water System provides drinking water to the Couchiching First Nation (borders the northeast limits of the Town) and five sites on Agency 1 Land (Rusty Myers Flying Service Ltd., Treaty 3 Police Station, Nanicost Ltd., Gizhewaadiziwin Health Access Centre, and Seven Generations Educational Institute). The Fort Frances Drinking Water System also provides Drinking water to the Friesen 5 Apartment Units located in Alberton Township, outside the limits of the Town of Fort Frances.

Fort Frances Water Treatment Plant

Treatment Plant

Location and General Description

Name	Fort Frances Water Treatment Plant housed in an approximately 46 m by 32 m masonry structure
Street Address	901 Colonization Road East
UTM Coordinates	NAD 83: Zone 15 +/- 10m: Easting 472938: Northing 5384735
System Type	Treatment, storage and distribution
Notes	Houses screen chamber, low and high lift pumps, solids contact clarifiers, filters, chemical storage and feeding equipment, instrumentation and control, an administration area comprising of an office, lunchroom, washrooms and control room/laboratory

Surface Water Supply

Raw Water Intake

Description	Approximately 190 m of 630 mm diameter intake pipe located in the Rainy River including an upturned elbow intake structure with a coarse bar screen
Source	Rainy River
Location	Approximately 190 m east of the Water Treatment Plant in Rainy River
Notes	

Low Lift Works

Screens

Description	A raw water screen chamber equipped with two sets of screens
Dimensions	Each screen 2.25 m^2 in area
Notes	Screen chamber located ahead of raw water pumping well

Low Lift Pumps

Description	Three (3) vertical turbine low lift pumps
Capacity	- Two (2) pumps rated at 100 L/s against a total dynamic head (TDH) of 14 m - One (1) VFD pump capable of providing flows in the range of 40 to 150 L/s against a total dynamic head (TDH) of 14m
Metering Device	Equipped with one metering device for measuring raw water flows
Notes	

Coagulation

In-Line Mixer

Description	An in-line mixer located downstream of the low lift pumps within the influent (raw water) line to facilitate the dosing of liquid alum, activated carbon slurry and soda ash solution
Dimensions	450 mm diameter
Notes	Located between low lift pumps and solids contact clarifiers

Flocculation/Clarification

Flocculation/Clarification Tanks - Solids Contact Clarifiers

Description	Two (2) solids contact clarifier units, operating in parallel equipped with facilities for polymer dosing
Dimensions	Each solids contact clarifier approximately 13.7 m x 13.7 m x 3.75 m side water depth (s.w.d.)
Notes	The settled floc is discharged to sanitary sewer

Filtration

Filters

Description	Four (4) dual media, gravity filters (sand and anthracite)
Dimensions	Each filter approximately 4.9 m x 4.9 m providing a total filtration area of 96 m^2
Equipment	One (1) vertical turbine backwash pump capable of delivering 290.3 L/s at 14 m TDH
	A turbidimeter on each filter
	All filters equipped with an underdrain and air scouring system
Notes	

Instrumentation and Control

SCADA System

Description	A computerized control system monitoring the critical components of the process including raw and finished water quantity and quality
Equipment	Four (4) turbidimeters for continuously monitoring filter effluent
	One (1) laboratory model turbidimeter for manual testing
	One (1) continuous chlorine/fluoride analyzer monitoring free chlorine and fluoride residual in the discharge pipe of the high lift pumps
	Three (3) flowmeters to measure flow at various locations
Notes	Status of the elevated storage tank by telemetry, receiving alarms and controlling the operation

Waste Residual Management

Outfall Pipe

Description	Filter backwash disposal
Dimensions	Approximately 60 m of 800 mm diameter pipe
	One (1) vertical turbine backwash pump capable of delivering 290.3 L/s at 14 m TDH
Notes	Filter backwash water returned to Rainy River through outfall line

Sludge Disposal

Description	Solids contact clarifier settled sludge disposal
Equipment	Settled sludge discharged through a 150 mm pipe using pneumatic blow down valves - gravity system, no pumps utilized
Notes	Solids contact clarifier settled sludge discharged to the sanitary sewer system

High Lift Works

High Lift Pumps

Description	Four (4) vertical turbine high lift pumps and one (1) diesel engine driven vertical turbine fire pump
Capacity	Two (2) vertical turbine pumps rated at 63.1 L/s. at TDH of 55m
	One (1) vertical turbine pump rated at 94.7 L/s at TDH of 55m
	One (1) vertical turbine pump rated at 126.2 L/s at a TDH of 55m
High Lift Pump Chamber	470 m^3 capacity
Notes	

On-Site Storage

Chemical Contact Chamber

Description	One (1) chemical contact chamber to provide chlorine contact time
Volume	240 m^3
Notes	

Clearwell/Reservoir

Description	Two-celled, ground storage reservoir
Capacity	Cell No. 1 = 2,565 m^3 Cell No. 2 = 1,465 m^3 Total = 4,030 m^3
Notes	The two cells receive filtered water after passing through chemical contact chamber

Emergency Power

Backup Power Supply

Description	One (1) 450 kW diesel generator set for use during power outage situations
Notes	

Fuel Oil Systems

Fuel Storage Locations

Location	901 Colonization Road East NAD 83: Zone 15 +/- 10m: Easting 472938: Northing 5384735
Description	3785 litres, double walled, integrated sub-base fuel tank for the diesel generator
Fuel Type	Diesel
Source Protection Area	Not Applicable
Notes	

Chemical Addition

Alum

Description	Alum feed system for coagulation
Feed Point	Liquid alum to the raw water ahead of the in-line mixer for coagulation
Equipment	A chemical metering pump
	A day tank with secondary spill containment
Notes	

Chlorine

Description	Chlorine gas disinfection System
Feed Point(s)	1. Chemical contact chamber; and 2. Before the flash mixer
Equipment	One (1) duty chlorinator
	One (1) standby chlorinator including: - two (2) chlorine cylinders with an automatic switch over device in a separate room - a weight scale - one (1) chemical metering pump - a free chlorine analyzer for monitoring finished water residuals
Notes	

Hydrofluosilicic Acid

Description	Fluoridation system
Feed Point	Chemical Contact Chamber
Equipment	One (1) day tank
	One (1) chemical metering pump
	Secondary spill containment
Notes	

Polyelectrolytes/Polymer

Description	- A polyelectrolytes feed system for assisting in flocculation - A polymer feed system for assisting in flocculation (used as back-up)
Feed Point	Solids Contact Clarifiers
Equipment	- Two (2) chemical metering pumps for polyelectrolytes injection complete with aging and batch tanks - Two (2) chemical metering pumps for polymer injection complete with aging and solution tanks (used as back-up)
Notes	

Powdered Activated Carbon

Description	Powdered activated carbon for taste and odor control
Feed Point	Ahead of in-line mixer or solids contact clarifiers
Equipment	One (1) slurry tank
	One (1) chemical metering pump
	Secondary spill containment
	A dust control system
Notes	

Soda Ash

Description	Soda ash dosing system for pH adjustment
Feed Point #1	Chemical contact chamber
Feed Point #2	Solid contact clarifiers
Feed Point #3	In-line mixture
Equipment	A silo inside the building
	One (1) day tank
	Volumetric feeder
	A dust collector
Notes	

Elevated Storage Tank

Description	An elevated storage tank
Location	South-east side of the intersection of Colonization Road West and McIrvine Road
UTM Coordinates	NAD 83: Zone 15 +/- 10: Easting 468540: Northing 5383616
Capacity	4,500 m^3
Equipment	Includes calcium hypochlorite re-chlorination facility along with: - a telemetry system providing the water level information to the main computer at the plant; and - a looped circulation system
Notes	

Watermains

1.2 Watermains within the distribution system comprise:

1.2.1 Watermains that have been set out in each document or file identified in column 1 of Table 1.

Table 1: Watermains	
Column 1 **Document or File Name**	**Column 2** **Date**
PDF File Name: Distribution Map.pdf Title: Water Distribution System, November 10, 2020	November 10, 2020

1.2.2 Watermains that have been added, modified, replaced or extended further to the provisions of Schedule C of this drinking water works permit on or after the date identified in column 2 of Table 1 for each document or file identified in column 1.

1.2.3 Watermains that have been added, modified, replaced or extended further to an authorization by the Director on or after the date identified in column 2 of Table 1 for each document or file identified in column 1.

Schedule B: General

System Owner	**The Corporation of the Town of Fort Frances**
Permit Number	**224-201**
Drinking Water System Name	**Fort Frances Drinking Water System**
Permit Effective Date	**May 11, 2021**

1.0 Applicability

1.1 In addition to any other applicable legal requirements, the drinking water system identified above shall be altered and operated in accordance with the conditions of this drinking water works permit and the licence #224-101.

1.2 The definitions and conditions of licence #224-101 are incorporated into this permit and also apply to this drinking water system.

2.0 Alterations to the Drinking Water System

2.1 Any document issued by the Director to be incorporated into Schedule C to this drinking water works permit shall provide authority to alter the drinking water system in accordance with the applicable conditions of this drinking water works permit and licence #224-101.

2.2 All documents issued by the Director as described in condition 2.1 shall form part of this drinking water works permit.

2.3 All parts of the drinking water system in contact with drinking water that are added, modified, replaced, extended shall be disinfected in accordance with a procedure approved by the Director or in accordance with the applicable provisions of the following documents:

a) Until November 9, 2021 the ministry's Watermain Disinfection Procedure, dated November 2015. As of November 10, 2021 the ministry's Watermain Disinfection Procedure, dated August 1, 2020;
b) Subject to condition 2.3.2, any updated version of the ministry's Watermain Disinfection Procedure;
c) AWWA C652 – Standard for Disinfection of Water-Storage Facilities;
d) AWWA C653 – Standard for Disinfection of Water Treatment Plants; and
e) AWWA C654 – Standard for Disinfection of Wells.

2.3.1 For greater clarity, where an activity has occurred that could introduce contamination, including but not limited to repair, maintenance, or physical / video inspection, all equipment that may come in contact with the drinking water system shall be disinfected in accordance with the requirements of condition 2.3. above.

2.3.2 Updated requirements described in condition 2.3 b) are effective six months from the date of publication of the updated Watermain Disinfection Procedure.

2.4 The owner shall notify the Director in writing within thirty (30) days of the placing into service or the completion of any addition, modification, replacement, removal or extension of the drinking water system which had been authorized through:

2.4.1 Schedule B to this drinking water works permit which would require an alteration of the description of a drinking water system component described in Schedule A of this drinking water works permit;

2.4.2 Any document to be incorporated in Schedule C to this drinking water works permit respecting works other than watermains; or

2.4.3 Any approval issued prior to the issue date of the first drinking water works permit respecting works other than watermains which were not in service at the time of the issuance of the first drinking water works permit.

2.5 The notification required in condition 2.4 shall be submitted using the "Director Notification Form" published by the Ministry.

2.6 For greater certainty, the notification requirements set out in condition 2.4 do not apply to any addition, modification, replacement, removal or extension in respect of the drinking water system which:

2.6.1 Is exempt from subsection 31(1) of the SDWA by subsection 9.(2) of O. Reg. 170/03;

2.6.2 Constitutes maintenance or repair of the drinking water system; or

2.6.3 Is a watermain authorized by condition 3.1 of Schedule B of this drinking water works permit.

2.7 The owner shall notify the legal owner of any part of the drinking water system that is prescribed as a municipal drinking water system by section 2 of O. Reg. 172/03 of the requirements of the licence and this drinking water works permit as applicable to the prescribed system.

2.8 For greater certainty, the owner may only carry out alterations to the drinking water system in accordance with this drinking water works permit after having satisfied other applicable legal obligations, including those arising from the *Environmental Assessment Act*, *Niagara Escarpment Planning and Development Act*, *Oak Ridges Moraine Conservation Act, 2001* and *Greenbelt Act, 2005*.

3.0 Watermain Additions, Modifications, Replacements and Extensions

3.1 The owner may alter the drinking water system, or permit it to be altered by a person acting on the owner's behalf, by adding, modifying, replacing or extending a watermain within the distribution system subject to the following conditions:

3.1.1 The design of the watermain addition, modification, replacement or extension:

a) Has been prepared by a licensed engineering practitioner;

b) Has been designed only to transmit water and has not been designed to treat water;

c) Satisfies the design criteria set out in the Ministry publication “Watermain Design Criteria for Future Alterations Authorized under a Drinking Water Works Permit – June 2012”, as amended from time to time; and

d) Is consistent with or otherwise addresses the design objectives contained within the Ministry publication “Design Guidelines for Drinking Water Systems, 2008”, as amended from time to time.

3.1.2 The maximum demand for water exerted by consumers who are serviced by the addition, modification, replacement or extension of the watermain will not result in an exceedance of the rated capacity of a treatment subsystem or the maximum flow rate for a treatment subsystem component as specified in the licence, or the creation of adverse conditions within the drinking water system.

3.1.3 The watermain addition, modification, replacement or extension will not adversely affect the distribution system’s ability to maintain a minimum pressure of 140 kPa at ground level at all points in the distribution system under maximum day demand plus fire flow conditions.

3.1.4 Secondary disinfection will be provided to water within the added, modified, replaced or extended watermain to meet the requirements of O. Reg. 170/03.

3.1.5 The watermain addition, modification, replacement or extension is wholly located within the municipal boundary over which the owner has jurisdiction.

3.1.6 The owner of the drinking water system consents in writing to the watermain addition, modification, replacement or extension.

3.1.7 A licensed engineering practitioner has verified in writing that the watermain addition, modification, replacement or extension meets the requirements of condition 3.1.1.

3.1.8 The owner of the drinking water system has verified in writing that the watermain addition, modification, replacement or extension meets the requirements of conditions 3.1.2 to 3.1.6.

3.2 The authorization for the addition, modification, replacement or extension of a watermain provided for in condition 3.1 does not include the addition, modification, replacement or extension of a watermain that:

3.2.1 Passes under or through a body of surface water, unless trenchless construction methods are used;

3.2.2 Has a nominal diameter greater than 750 mm;

3.2.3 Results in the fragmentation of the drinking water system; or

3.2.4 Connects to another drinking water system, unless:

a) Prior to construction, the owner of the drinking water system seeking the connection obtains written consent from the owner or owner’s delegate of the drinking water system being connected to; and

b) The owner of the drinking water system seeking the connection retains a copy of the written consent from the owner or owner's delegate of the drinking water system being connected to as part of the record that is recorded and retained under condition 3.3.

3.3 The verifications required in conditions 3.1.7 and 3.1.8 shall be:

3.3.1 Recorded on "Form 1 – Record of Watermains Authorized as a Future Alteration", as published by the Ministry, prior to the watermain addition, modification, replacement or extension being placed into service; and

3.3.2 Retained for a period of ten (10) years by the owner.

3.4 For greater certainty, the verification requirements set out in condition 3.3 do not apply to any addition, modification, replacement or extension in respect of the drinking water system which:

3.4.1 Is exempt from subsection 31(1) of the SDWA by subsection 9.(2) of O. Reg. 170/03; or

3.4.2 Constitutes maintenance or repair of the drinking water system.

3.5 The document or file referenced in Column 1 of Table 1 of Schedule A of this drinking water works permit that sets out watermains shall be retained by the owner and shall be updated to include watermain additions, modifications, replacements and extensions within 12 months of the addition, modification, replacement or extension.

3.6 The updates required by condition 3.5 shall include watermain location relative to named streets or easements and watermain diameter.

3.7 Despite clause (a) of condition 3.1.1 and condition 3.1.7, with respect to the replacement of an existing watermain or section of watermain that is 6.1 meters in length or less, if a licensed engineering practitioner has:

3.7.1 inspected the replacement prior to it being put into service;

3.7.2 prepared a report confirming that the replacement satisfies clauses (b), (c) and (d) of condition 3.1.1 (i.e. "Form 1 – Record of Watermains Authorized by a Future Alteration" (Form 1), Part 3, items No. 2, 3 and 4); and

3.7.3 appended the report referred to in condition 3.7.2 to the completed Form 1,

the replacement is exempt from the requirements that the design of the replacement be prepared by a licensed engineering practitioner and that a licensed engineering practitioner verify on Form 1, Part 3, item No. 1 that a licensed engineering practitioner prepared the design of the replacement.

3.8 For greater certainty, the exemption in condition 3.7 does not apply to the replacement of an existing watermain or section of watermain if two or more sections of pipe, each of which is 6.1 meters in length or less, are joined together, if the total length of replacement pipes joined together is greater than 6.1 meters.

4.0 Minor Modifications to the Drinking Water System

4.1 The drinking water system may be altered by adding, modifying or replacing the following components in the drinking water system:

4.1.1 Coagulant feed systems in the treatment system, including the location and number of dosing points:

a) Prior to making any alteration to the drinking water system under condition 4.1.1, the owner shall undertake a review of the impacts that the alteration might have on corrosion control or other treatment processes; and

b) The owner shall notify the Director in writing within thirty (30) days of any alteration made under condition 4.1.1 and shall provide the Director with a copy of the review.

c) The notification required in condition 4.1.1 b) shall be submitted using the "Director Notification Form" published by the Ministry

4.1.2 Instrumentation and controls, including new SCADA systems and upgrades to SCADA system hardware;

4.1.3 SCADA system software or programming that:

a) Measures, monitors or reports on a regulated parameter;
b) Measures, monitor or reports on a parameter that is used to calculate CT; or,
c) Calculates CT for the system or is part of the process algorithm that calculates log removal, where the impacts of addition, modification or replacement have been reviewed by a licensed engineering practitioner;

4.1.4 Filter media, backwashing equipment, filter troughs, and under-drains and associated equipment in the treatment system;

4.1.5 Spill containment works; or,

4.1.6 Coarse screens and fine screens

4.2 The drinking water system may be altered by adding, modifying, replacing or removing the following components in the drinking water system:

4.2.1 Treated water pumps, pressure tanks, and associated equipment;

4.2.2 Raw water pumps and process pumps in the treatment system;

4.2.3 Inline booster pumping stations that are not associated with distribution system storage facilities and are on a watermain with a nominal diameter not exceeding 200 mm;

4.2.4 Re-circulation devices within distribution system storage facilities;

4.2.5 In-line mixing equipment;

4.2.6 Chemical metering pumps and chemical handling pumps;

4.2.7 Chemical storage tanks (excluding fuel storage tanks) and associated equipment; or,

4.2.8 Measuring and monitoring devices that are not required by regulation, by a condition in the Drinking Water Works Permit, or by a condition otherwise imposed by the Ministry.

4.2.9 Chemical injection points;

4.2.10 Valves.

4.3 The drinking water system may be altered by replacing the following:

4.3.1 Raw water piping, treatment process piping or treated water piping within the treatment subsystem;

4.3.2 Measuring and monitoring devices that are required by regulation, by a condition in the Drinking Water Works Permit or by a condition otherwise imposed by the Ministry.

4.3.3 Coagulants and pH adjustment chemicals, where the replacement chemicals perform the same function;

a) Prior to making any alteration to the drinking water system under condition 4.3.3, the owner shall undertake a review of the impacts that the alteration might have on corrosion control or other treatment processes; and

b) The owner shall notify the Director in writing within thirty (30) days of any alteration made under condition 4.3.3 and shall provide the Director with a copy of the review.

c) The notification required in condition 4.3.3 b) shall be submitted using the "Director Notification Form" published by the Ministry.

4.4 Any alteration of the drinking water system made under conditions 4.1, 4.2 or 4.3 shall not result in:

4.4.1 An exceedance of a treatment subsystem rated capacity or a treatment subsystem component maximum flow rate as specified in the licence;

4.4.2 The bypassing or removal of any unit process within a treatment subsystem;

4.4.3 The addition of any new unit process other than coagulation within a treatment subsystem;

4.4.4 A deterioration in the quality of drinking water provided to consumers;

4.4.5 A reduction in the reliability or redundancy of any component of the drinking water system;

4.4.6 A negative impact on the ability to undertake compliance and other monitoring necessary for the operation of the drinking water system; or

4.4.7 An adverse effect on the environment.

4.5 The owner shall verify in writing that any addition, modification, replacement or removal of drinking water system components in accordance with conditions 4.1, 4.2 or 4.3 has met the requirements of the conditions listed in condition 4.4.

4.6 The verifications and documentation required in condition 4.5 shall be:

4.6.1 Recorded on “Form 2 – Record of Minor Modifications or Replacements to the Drinking Water System” published by the Ministry, prior to the modified or replaced components being placed into service; and

4.6.2 Retained for a period of ten (10) years by the owner.

4.7 For greater certainty, the verification requirements set out in conditions 4.5 and 4.6 do not apply to any addition, modification, replacement or removal in respect of the drinking water system which:

4.7.1 Is exempt from subsection 31(1) of the SDWA by subsection 9.(2) of O. Reg. 170/03; or

4.7.2 Constitutes maintenance or repair of the drinking water system, including software changes to a SCADA system that are not listed in condition 4.1.3

4.8 The owner shall update any drawings maintained for the drinking water system to reflect the modification or replacement of the works, where applicable.

5.0 Equipment with Emissions to the Air

5.1 The drinking water system may be altered by adding, modifying or replacing any of the following drinking water system components that may discharge or alter the rate or manner of a discharge of a compound of concern to the air:

5.1.1 Any equipment, apparatus, mechanism or thing that is used for the transfer of outdoor air into a building or structure that is not a cooling tower;

5.1.2 Any equipment, apparatus, mechanism or thing that is used for the transfer of indoor air out of a space used for the production, processing, repair, maintenance or storage of goods or materials, including chemical storage;

5.1.3 Laboratory fume hoods used for drinking water testing, quality control and quality assurance purposes;

5.1.4 Low temperature handling of compounds with a vapor pressure of less than 1 kilopascal;

5.1.5 Maintenance welding stations;

5.1.6 Minor painting operations used for maintenance purposes;

5.1.7 Parts washers for maintenance shops;

5.1.8 Emergency chlorine and ammonia gas scrubbers and absorbers;

5.1.9 Venting for activated carbon units for drinking water taste and odour control;

5.1.10 Venting for a stripping unit for methane removal from a groundwater supply;

5.1.11 Venting for an ozone treatment unit;

5.1.12 Natural gas or propane fired boilers, water heaters, space heaters and make-up air units with a total facility-wide heat input rating of less than 20 million kilojoules per hour, and with an individual fuel energy input of less than or equal to 10.5 gigajoules per hour; or

5.1.13 Emergency generators that fire No. 2 fuel oil (diesel fuel) with a sulphur content of 0.5 per cent or less measured by weight, natural gas, propane, gasoline or biofuel, and that are used for emergency duty only with periodic testing.

5.2 The owner shall not make an addition, modification, or replacement described in condition 5.1 in relation to an activity that is not related to the treatment and/or distribution of drinking water.

5.3 The emergency generators identified in condition 5.1.13 shall not be used for non-emergency purposes including the generation of electricity for sale or for peak shaving purposes.

5.4 The owner shall prepare an emission summary table for nitrogen oxides emissions only, for each addition, modification or replacement of emergency generators identified in condition 5.1.13.

Performance Limits

5.5 The owner shall ensure that a drinking water system component identified in conditions 5.1.1 to 5.1.13 is operated at all times to comply with the following limits:

5.5.1 For equipment other than emergency generators, the maximum concentration of any compound of concern at a point of impingement shall not exceed the corresponding point of impingement limit;

5.5.2 For emergency generators, the maximum concentration of nitrogen oxides at sensitive receptors shall not exceed the applicable point of impingement limit, and at non-sensitive receptors shall not exceed the Ministry half-hourly screening level of 1880 ug/m^3 as amended; and

5.5.3 The noise emissions comply at all times with the limits set out in publication NPC-300, as applicable.

5.6 The owner shall verify in writing that any addition, modification or replacement of works in accordance with condition 5.1 has met the requirements of the conditions listed in condition 5.5.

5.7 The owner shall document how compliance with the performance limits outlined in condition 5.5.3 is being achieved, through noise abatement equipment and/or operational procedures.

5.8 The verifications and documentation required in conditions 5.6 and 5.7 shall be:

5.8.1 Recorded on “Form 3 – Record of Addition, Modification or Replacement of Equipment Discharging a Contaminant of Concern to the Atmosphere”, as published by the Ministry, prior to the additional, modified or replacement equipment being placed into service; and

5.8.2 Retained for a period of ten (10) years by the owner.

5.9 For greater certainty, the verification and documentation requirements set out in conditions 5.6 and 5.8 do not apply to any addition, modification or replacement in respect of the drinking water system which:

5.9.1 Is exempt from subsection 31(1) of the SDWA by subsection 9.(2) of O. Reg. 170/03; or

5.9.2 Constitutes maintenance or repair of the drinking water system.

5.10 The owner shall update any drawings maintained for the works to reflect the addition, modification or replacement of the works, where applicable.

6.0 Previously Approved Works

6.1 The owner may add, modify, replace or extend, and operate part of a municipal drinking water system if:

6.1.1 An approval was issued after January 1, 2004 under section 36 of the SDWA in respect of the addition, modification, replacement or extension and operation of that part of the municipal drinking water system;

6.1.2 The approval expired by virtue of subsection 36(4) of the SDWA; and

6.1.3 The addition, modification, replacement or extension commenced within five years of the date that activity was approved by the expired approval.

7.0 System-Specific Conditions

7.1 Not Applicable

8.0 Source Protection

8.1 Not Applicable

Schedule C: Authorization to Alter the Drinking Water System

System Owner	**The Corporation of the Town of Fort Frances**
Permit Number	**224-201**
Drinking Water System Name	**Fort Frances Drinking Water System**
Permit Effective Date	**May 11, 2021**

1.0 General

1.1 Table 2 provides a reference list of all documents to be incorporated into Schedule C that have been issued as of the date that this permit was issued.

1.1.1 Table 2 is not intended to be a comprehensive list of all documents that are part of Schedule C. For clarity, any document issued by the Director to be incorporated into Schedule C after this permit has been issued is considered part of this drinking water works permit.

Table 2: Schedule C Documents

Column 1 Issue #	Column 2 Issued Date	Column 3 Description	Column 4 Status	Column 5 DN#
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

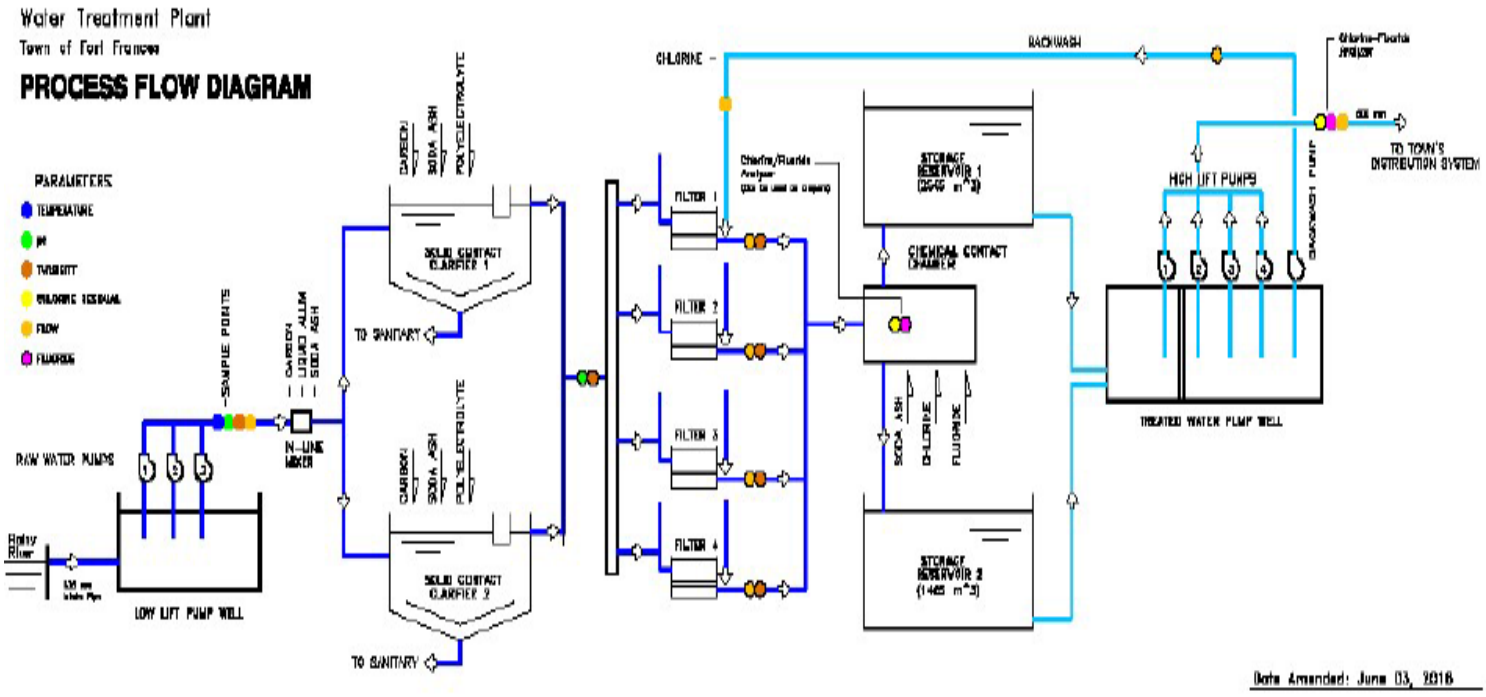
1.2 For each document described in columns 1, 2 and 3 of Table 2, the status of the document is indicated in column 4. Where this status is listed as 'Archived', the approved alterations have been completed and relevant portions of this permit have been updated to reflect the altered works. These 'Archived' Schedule C documents remain as a record of the alterations.

Schedule D: Process Flow Diagrams

System Owner	**The Corporation of the Town of Fort Frances**
Permit Number	**224-201**
Drinking Water System Name	**Fort Frances Drinking Water System**
Permit Effective Date	**May 11, 2021**

1.0 Process Flow Diagrams

Fort Frances Water Treatment Plant



[Source: Quality Management System Operational Plan Town of Fort Frances Water System, Revision No. 13, June 3, 2020]

Note: this process flow diagram is for reference only, and represents a high level overview of the system as of June 3, 2016.

Appendix "C"

PERMIT TO TAKE WATER
Surface Water
Number 3528-AE6PEM

Ontario

Ministry of the Environment and Climate Change
Ministère de l'Environnement et de l'Action en matière de changement climatique

PERMIT TO TAKE WATER
Surface Water
NUMBER 3528-AE6PEM

Pursuant to Section 34.1 of the Ontario Water Resources Act, R.S.O. 1990 this Permit To Take Water is hereby issued to:

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

For the water taking from: Rainy River

Located at: 901 Colonization Rd E
Fort Frances, District of Rainy River

For the purposes of this Permit, and the terms and conditions specified below, the following definitions apply:

DEFINITIONS

(a) "Director" means any person appointed in writing as a Director pursuant to section 5 of the OWRA for the purposes of section 34.1, OWRA.

(b) "Provincial Officer" means any person designated in writing by the Minister as a Provincial Officer pursuant to section 5 of the OWRA.

(c) "Ministry" means Ontario Ministry of the Environment and Climate Change.

(d) "District Office" means the Kenora District Office.

(e) "Permit" means this Permit to Take Water No. 3528-AE6PEM including its Schedules, if any, issued in accordance with Section 34.1 of the OWRA.

(f) "Permit Holder" means The Corporation of the Town of Fort Frances.

(g) "OWRA " means the *Ontario Water Resources Act,* R.S.O. 1990, c. O. 40, as amended.

You are hereby notified that this Permit is issued subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. Compliance with Permit

1.1 Except where modified by this Permit, the water taking shall be in accordance with the application for this Permit To Take Water, dated September 12, 2016 and signed by Douglas Herr, and all Schedules included in this Permit.

1.2 The Permit Holder shall ensure that any person authorized by the Permit Holder to take water under this Permit is provided with a copy of this Permit and shall take all reasonable measures to ensure that any such person complies with the conditions of this Permit.

1.3 Any person authorized by the Permit Holder to take water under this Permit shall comply with the conditions of this Permit.

1.4 This Permit is not transferable to another person.

1.5 This Permit provides the Permit Holder with permission to take water in accordance with the conditions of this Permit, up to the date of the expiry of this Permit. This Permit does not constitute a legal right, vested or otherwise, to a water allocation, and the issuance of this Permit does not guarantee that, upon its expiry, it will be renewed.

1.6 The Permit Holder shall keep this Permit available at all times at or near the site of the taking, and shall produce this Permit immediately for inspection by a Provincial Officer upon his or her request.

1.7 The Permit Holder shall report any changes of address to the Director within thirty days of any such change. The Permit Holder shall report any change of ownership of the property for which this Permit is issued within thirty days of any such change. A change in ownership in the property shall cause this Permit to be cancelled.

2. General Conditions and Interpretation

2.1 Inspections

The Permit Holder must forthwith, upon presentation of credentials, permit a Provincial Officer to carry out any and all inspections authorized by the OWRA, the *Environmental Protection Act* , R.S.O. 1990, the *Pesticides Act* , R.S.O. 1990, or the *Safe Drinking Water Act,* S. O. 2002.

2.2 Other Approvals

The issuance of, and compliance with this Permit, does not:

(a) relieve the Permit Holder or any other person from any obligation to comply with any other applicable legal requirements, including the provisions of the *Ontario Water Resources Act* , and the *Environmental Protection Act* , and any regulations made thereunder; or

(b) limit in any way any authority of the Ministry, a Director, or a Provincial Officer, including the authority to require certain steps be taken or to require the Permit Holder to furnish any further information related to this Permit.

2.2.1 Prior to the taking of any water under the authorization of the Permit to Take Water, the Permit Holder shall ensure full compliance with the Safe Drinking Water Act, 2002 and its regulations. At no time does this permit authorize the taking of water when out of compliance with the Safe Drinking Water Act, 2002 and its regulations.

2.3 Information

The receipt of any information by the Ministry, the failure of the Ministry to take any action or require any person to take any action in relation to the information, or the failure of a Provincial Officer to prosecute any person in relation to the information, shall not be construed as:

(a) an approval, waiver or justification by the Ministry of any act or omission of any person that contravenes this Permit or other legal requirement; or

(b) acceptance by the Ministry of the information's completeness or accuracy.

2.4 Rights of Action

The issuance of, and compliance with this Permit shall not be construed as precluding or limiting any legal claims or rights of action that any person, including the Crown in right of Ontario or any agency thereof, has or may have against the Permit Holder, its officers, employees, agents, and contractors.

2.5 Severability

The requirements of this Permit are severable. If any requirements of this Permit, or the application of any requirements of this Permit to any circumstance, is held invalid or unenforceable, the application of such requirements to other circumstances and the remainder of this Permit shall not be affected thereby.

2.6 Conflicts

Where there is a conflict between a provision of any submitted document referred to in this Permit, including its Schedules, and the conditions of this Permit, the conditions in this Permit shall take precedence.

3. Water Takings Authorized by This Permit

3.1 **Expiry**

This Permit expires on **September 27, 2026**. No water shall be taken under authority of this Permit after the expiry date.

3.2 Amounts of Taking Permitted

The Permit Holder shall only take water from the source, during the periods and at the rates and amounts of taking specified in Table A. Water takings are authorized only for the purposes specified in Table A.

Table A

	Source Name / Description:	Source: Type:	Taking Specific Purpose:	Taking Major Category:	Max. Taken per Minute (litres):	Max. Num. of Hrs Taken per Day:	Max. Taken per Day (litres):	Max. Num. of Days Taken per Year:	Zone/ Easting/ Northing:

1	Rainy River	River	Municipal	Water Supply	12,000	24	17,000,000	365	15 472938 5384735
						Total Taking:	17,000,000		

4. Monitoring

4.1 The Permit Holder shall, on each day water is taken under the authorization of this Permit, record the date, the volume of water taken on that date and the rate at which it was taken. The daily volume of water taken shall be measured by a flow meter or calculated in accordance with the method described in the application for this Permit or as otherwise accepted by the Director. A separate record shall be maintained for each source. The Permit Holder shall keep all records required by this condition current and available at or near the site of the taking and shall produce the records immediately for inspection by a Provincial Officer upon his or her request. The Permit Holder, unless otherwise required by the Director, shall submit, on or before March 31st in every year, the daily water taking data collected and recorded for the previous year to the ministry's Water Taking Reporting System.

5. Impacts of the Water Taking

5.1 Notification

The Permit Holder shall immediately notify the local District Office of any complaint arising from the taking of water authorized under this Permit and shall report any action which has been taken or is proposed with regard to such complaint. The Permit Holder shall immediately notify the local District Office if the taking of water is observed to have any significant impact on the surrounding waters. After hours, calls shall be directed to the Ministry's Spills Action Centre at 1-800-268-6060.

5.2 For Surface-Water Takings

The taking of water (including the taking of water into storage and the subsequent or simultaneous withdrawal from storage) shall be carried out in such a manner that streamflow is not stopped and is not reduced to a rate that will cause interference with downstream uses of water or with the natural functions of the stream.

6. Director May Amend Permit

The Director may amend this Permit by letter requiring the Permit Holder to suspend or reduce the taking to an amount or threshold specified by the Director in the letter. The suspension or reduction in taking shall be effective immediately and may be revoked at any time upon notification by the Director. This condition does not affect your right to appeal the suspension or reduction in taking to the Environmental Review Tribunal under the *Ontario Water Resources Act* , Section 100 (4).

The reasons for the imposition of these terms and conditions are as follows:

1. Condition 1 is included to ensure that the conditions in this Permit are complied with and can be enforced.

2. Condition 2 is included to clarify the legal interpretation of aspects of this Permit.

3. Conditions 3 through 6 are included to protect the quality of the natural environment so as to safeguard the ecosystem and human health and foster efficient use and conservation of waters. These conditions allow for the beneficial use of waters while ensuring the fair sharing, conservation and sustainable use of the waters of Ontario. The conditions also specify the water takings that are authorized by this Permit and the scope of this Permit.

In accordance with Section 100 of the Ontario Water Resources Act, R.S.O. 1990, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 101 of the Ontario Water Resources Act, R.S.O. 1990, as amended, provides that the Notice requiring the hearing shall state:

1. The portions of the Permit or each term or condition in the Permit in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

In addition to these legal requirements, the Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The Permit to Take Water number;
6. The date of the Permit to Take Water;
7. The name of the Director;
8. The municipality within which the works are located;

This notice must be served upon:

The Secretary
Environmental Review Tribunal
655 Bay Street, 15th Floor
Toronto ON
M5G 1E5
Fax: (416) 326-5370
Email: ERTTribunalsecretary@ontario.ca

AND

The Director, Section 34.1, Ministry of the Environment and Climate Change
331-435 James St S
Thunder Bay ON P7E 6S7
Fax: (807) 475-1754

Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal:

by Telephone at	by Fax at	by e-mail at
(416) 212-6349	(416) 326-5370	www.ert.gov.on.ca
Toll Free 1(866) 448-2248	Toll Free 1(844) 213-3474	

This Permit cancels and replaces Permit Number 7280-6UAMD9, issued on 2006/10/05.

Dated at Thunder Bay this 27th day of September, 2016.

Carrie Hutchison

Carrie Hutchison
Director, Section 34.1
Ontario Water Resources Act , R.S.O. 1990

Schedule A

This Schedule "A" forms part of Permit To Take Water 3528-AE6PEM, dated September 27, 2016.

Permit To Take Water 7280-6UAMD9, dated October 5, 2006.

Appendix “D”

2021 Annual Report

Ontario **Drinking-Water Systems Regulation O. Reg. 170/03**

ANNUAL REPORT

Drinking-Water System Number:	**220000978**
Drinking-Water System Name:	**Fort Frances Drinking Water System**
Drinking-Water System Owner:	Town of Fort Frances
Drinking-Water System Category:	Large Municipal Residential System
Period being reported:	January 01, 2021 to December 31, 2021

Complete if your Category is Large Municipal Residential or Small Municipal Residential	***Complete for all other Categories.***
Does your Drinking-Water System serve more than 10,000 people? Yes [ ] No [x] **Is your annual report available to the public at no charge on a web site on the Internet? Yes [x] No [ ]** **Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.** Water Treatment Plant 901 Colonization Road East or Public Works Department 900 Wright Avenue	**Number of Designated Facilities served:** **Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [ ] No [ ]** **Number of Interested Authorities you report to:** **Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [ ] No [ ]**

Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
Couchiching First Nation & Agency 1 Land between Fort Frances and Couchiching First Nation.	Unknown if designated as a Drinking Water System under Provincial Regulation 170/03.
Walleye Trailer Park	Within the Town of Fort Frances' System Number 220000978
Lakeview Trailer Park	Within the Town of Fort Frances' System Number 220000978
Friesen 5 - Apartment Units	Alberton Township – Private Supplied through Town of Fort Frances' System Number 220000978

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [x] No [ ]

Indicate how you notified system users that your annual report is available, and is free of charge.

[x] Public access/notice via the web
[x] Public access/notice via Government Office
[ ] Public access/notice via a newspaper
[ ] Public access/notice via Public Request
[ ] Public access/notice via a Public Library
[ ] Public access/notice via other method _____

Describe your Drinking-Water System

INTAKE STRUCTURE:

Located approximately 190 metres southeast of the Water Treatment Plant.

INTAKE LINE:

600mm Polyethylene Pipe.

SCREEN CHAMBER:

Two stainless steel screens.

PUMPWELL:

Raw water enters pump well from screen chamber, gravity feed.

LOW LIFT PUMPS:

Three (3) vertical turbine low lift pumps each electrically driven. Two (2) by 30 hp motors with a rated capacity to deliver 100 L/s and one (1) variable speed drive (40 hp) capable of providing flows in the range of 40 to 150 L/s.

RAW WATER FLOW METERING SYSTEM:

This unit counts the litres of water as it passes through the unit.

IN LINE MIXER:

The mixer is equipped with four (4) chemical application injectors and the following chemicals can be added to the treatment process at this point:

1. Liquid Alum
2. Soda Ash
3. Carbon Slurry
4. Chlorine Solution (per-chlorination is practiced only under exceptional circumstances)

RAW WATER INFLUENT LINE:

This 450mm line carries the raw water to the clarifiers.

CLARIFIERS:

The raw water, after pre-treatment, enters primary mixing and reaction zone of each unit through the 450mm inlet pipe. Activated carbon, soda ash and polymer can be added to the process in this zone.

Recycled solids are drawn up into the bottom of the zone by the re-circulator impellor to be mixed with the incoming pre-treated water. The re-circulated solids provide additional particle surface area to absorb and entrap precipitates in the raw water. The solids settle to the bottom of the clarifier to form a sludge blanket. The pre-treated water then flows upward and into the effluent box.

FILTER INFLUENT FLUME:

Settled water from the effluent box is piped through two (2) 450 mm diameter pipes to the filter influent flume for distribution to the filters.

FILTERS:

Four (4) gravity filters are provided. Each filter consists of ecodyne filtration equipment installed within a square concrete tank. The dual-media gravity filters are to remove any particles in suspension that have carried over from the solids contact clarifiers.

The filter media on top of the underdrain system consists of a 500 mm thickness of anthracite over 400mm thickness of silica sand.

The filtered water then enters the chemical contact chamber.

CHEMICAL CONTACT CHAMBER:

This chamber is located between the two (2) reservoir storage cells and underneath the filters. Soda Ash solution, chlorine solution and hydrofluosilicic acid are added to the process in the chamber.

RESERVOIR CELLS:

Two (2) reservoir cells are provided, cell number 1 has capacity of approximately 2,565 m3 and cell number 2 has capacity of approximately 1,465 m3 (887,665 gallons).

TREATED WATER PUMP WELL:

The treated water pump well contains the filter backwash pump and high lift pumps; numbers 1, 2, and 3. It is located between the two reservoir cells.

HIGH LIFT PUMPS:

These four (4) units draw water from the treated water pump wells. They are of varying capacities and are controlled by the water tower level.

High Lift Pump Number 1: Rated to deliver 63.1 L/s. This pump is equipped with a variable speed drive 60 hp electric motor.

High Lift Pump Number 2: Rated to deliver 94.7 L/s. This pump is equipped with a 100 hp electric motor.

High Lift Pump Number 3: Rated to deliver 126.2 L/S. The pump is equipped with a 125 hp electric motor.

High Lift Pump Number 4: Rated to deliver 63.1 L/s. This pump is equipped with a variable speed drive 60 hp electric motor.

BACKWASH PUMP:

The backwash pump is used for back washing the filters. It draws water from the pump well. This unit is rated to deliver 300 L/s and is equipped with a 75 hp electric motor.

PLANT EFFLUENT DISCHARGE HEADER:

The plant effluent discharge header receives the flow from the high lift pumps and fire pump and directs it to the community's water distribution system.

There are two (2) analyzers - one for chlorine and one for fluoride which continually monitor the concentration of these two chemicals prior to entering the water distribution system.

EMERGENCY STANDBY GENERATOR:

The emergency standby generator is a 450kW unit capable of running all the operational needs of the treatment plant. It automatically comes on-line when there is a power outage and shuts down once the power is restored.

RATED CAPACITY OF THE PLANT:

Capacity: 17,000 m3/day or 3,744,493 gallons/day.

List all water treatment chemicals used over this reporting period

Poly Electrolyte (Coagulant Aid)	1000 kg (40 bags @ 25 kg / bag)
Aluminum Sulphate (Main Coagulant)	72309.64 kg
Soda Ash (ph Adjustment)	74444.22 kg
Chlorine (Disinfection)	8328 kg
Fluoride (Dental Aid)	6673 kg

Were any significant expenses incurred to?

[x] Install required equipment
[ ] Repair required equipment
[x] Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

A) Water Main Replacement – Armit Avenue between Scott Street and Church Street (Contracted Works)

The removal and replacement of approximately 153m of existing 150 mm DI water main with new 150 mm PVC water main including services and appurtenances, Qty 5 – 150mm valves – a cost of $107,615

B) Water Main Relining – Wright Avenue between 5th Street West and 4th Street West & Keating Avenue between 5th Street West and 4th Street West (Contracted Works)

Reline the existing water mains using Fer-Pal Construction. Wright Avenue (110m) and Keating Avenue (114m). Lining extended through VAL065, essentially eliminating the valve from the distribution system – a cost of $256,375

C) Water Distribution System – Replaced 5 Valves (Contracted Works)

Valves: VAL508 (150mm); VAL055 (200mm); VAL450 (250mm); VAL462 (300mm); VAL470 (300mm) – a cost of $77,000

D) Water Distribution System – Added 1 Valves & Replaced 1 Hydrant (Town of Fort Frances Crew)

Added VAL113 (250mm) back into system after previously being removed and replaced hydrant HYD085 at Lillie Avenue and 5th Street East – an estimated cost of $17,500

Ontario **Drinking-Water Systems Regulation O. Reg. 170/03**

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
3/22/2021	Total Coliforms	Present	N/A	Weekly distribution sample. Placed sample point on DWA. Resampled with no adverse. Lifted DWA. AWQI 153752	3/27/2021

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

	Number of Samples	Range of E. Coli or Fecal Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Raw	52	E.C.: <1 – 11	1 - 2420	N/A	N/A
Treated	52	0	0	52	0
Distribution	339	0	0	175	0 – 71

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	Number of Grab Samples	Range of Results (min #)-(max #)
Turbidity	8760	0.01 to 0.15 NTU
Chlorine	8760	1.64 to 2.67 mg/L
Fluoride (If the DWS provides fluoridation)	8760	0.45 to 0.78 mg/L

***NOTE**: For continuous monitors use 8760 as the number of samples.*

***NOTE**: Record the unit of measure if it is **not** milligrams per litre.*

Ontario **Drinking-Water Systems Regulation O. Reg. 170/03**

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
June 01/07	Suspended Solids – Filter 1 (1st Cycle) (2nd Cycle) (3rd Cycle)	Mar 16/21	14.8 <3.0 <3.0	mg/L mg/L mg/L
June 01/07	Suspended Solids – Filter 3 (1st Cycle) (2nd Cycle) (3rd Cycle)	May 19/21	9.0 <3.0 <3.0	mg/L mg/L mg/L
June 01/07	Suspended Solids – Filter 4 (1st Cycle) (2nd Cycle) (3rd Cycle)	Jun 23/21	4.8 <3.0 <3.0	mg/L mg/L mg/L
June 01/07	Suspended Solids – Filter 1 (1st Cycle) (2nd Cycle) (3rd Cycle)	Jul 21/21	19.9 3.9 <3.0	mg/L mg/L mg/L
June 01/07	Suspended Solids – Filter 3 (1st Cycle) (2nd Cycle) (3rd Cycle)	Aug 23/21	4.7 <3.0 <3.0	mg/L mg/L mg/L
June 01/07	Suspended Solids – Filter 4 (1st Cycle) (2nd Cycle) (3rd Cycle)	Sep 21/21	5.0 <3.0 <3.0	mg/L mg/L mg/L
June 01/07	Suspended Solids – Filter 1 (1st Cycle) (2nd Cycle) (3rd Cycle)	Oct 20/21	8.6 <3.0 <3.0	mg/L mg/L mg/L
June 01/07	Suspended Solids – Filter 3 (1st Cycle) (2nd Cycle) (3rd Cycle)	Nov 23/21	6.6 <3.0 <3.0	mg/L mg/L mg/L
June 01/07	Suspended Solids – Filter 4 (1st Cycle) (2nd Cycle) (3rd Cycle)	Dec 20/21	9.2 <3.0 <3.0	mg/L mg/L mg/L

Ontario **Drinking-Water Systems Regulation O. Reg. 170/03**

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Standard (Max.)	Exceedance
Antimony	March 16, 2021	<0.6	µg/L	6	None
Arsenic	March 16, 2021	<1.0	µg/L	10	None
Barium	March 16, 2021	<10	µg/L	1000	None
Boron	March 16, 2021	<50	µg/L	5000	None
Cadmium	March 16, 2021	<0.10	µg/L	5	None
Chromium	March 16, 2021	<1.0	µg/L	50	None
***Lead**			µg/L	10	None
Mercury	March 16, 2021	<0.10	µg/L	1	None
Selenium	March 16, 2021	<5.0	µg/L	50	None
Sodium	March 18, 2020	18.2	mg/L	20	None
Uranium	March 16, 2021	<5.0	µg/L	20	None
Fluoride	November 23, 2020	0.76	mg/L	1.5	None
Nitrite	December 20, 2021	<0.010	mg/L	1.0	None
Nitrate	December 20, 2021	<0.020	mg/L	10.0	None

*only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems

Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems**,** small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Lead Results (min#) – (max #)	Number of Exceedances
***Plumbing**	0	<1.0	0
***Distribution**	0	<1.0 – 6.6	0

Note: The Town of Fort Frances is currently exempt from lead testing per O.Reg. 170/03 Schedule 15.1-5(10). Alkalinity and pH are tested twice per year and lead will be tested every third 12 month period (2021 is the first period).

Summary of Organic parameters sampled during this reporting period or the most recent sample results

ANALYTE	Sample Date	Result	Units	Detectable Limit	Standard (Max)	Exceedance
1,1-dichloroethylene (vinylidene chloride)	3/16/2021	<0.50	ug/L	0.5	14	None
1,2-Dichlorobenzene	3/16/2021	<0.50	ug/L	0.5	200	None
1,2-Dichloroethane	3/16/2021	<0.50	ug/L	0.5	5	None
1,4-Dichlorobenzene	3/16/2021	<0.50	ug/L	0.5	5	None
2,3,4,6-Tetrachlorophenol	3/16/2021	<0.50	ug/L	0.5	100	None
2,4,6-Trichlorophenol	3/16/2021	<0.50	ug/L	0.5	5	None
2,4-Dichlorophenol	3/16/2021	<0.30	ug/L	0.3	900	None
Alachlor	3/16/2021	<0.10	ug/L	0.1	5	None

Ontario **Drinking-Water Systems Regulation O. Reg. 170/03**

ANALYTE	Sample Date	Result	Units	Detectable Limit	Standard (Max)	Exceedance
Atrazine + N-dealkylated metabolites	3/16/2021	<0.20	ug/L	0.2	5	None
Azinphos-methyl	3/16/2021	<0.10	ug/L	0.1	20	None
Benzene	3/16/2021	<0.50	ug/L	0.5	1	None
Benzo(a)pyrene	3/16/2021	<0.0050	ug/L	0.005	0.01	None
Bromoxynil	3/16/2021	<0.20	ug/L	0.2	5	None
Carbaryl	3/16/2021	<0.20	ug/L	0.2	90	None
Carbofuran	3/16/2021	<0.20	ug/L	0.2	90	None
Carbon tetrachloride	3/16/2021	<0.20	ug/L	0.2	2	None
Chlorpyrifos	3/16/2021	<0.10	ug/L	0.1	90	None
Diazinon	3/16/2021	<0.10	ug/L	0.1	20	None
Dicamba	3/16/2021	<0.20	ug/L	0.2	120	None
Dichloromethane	3/16/2021	<5.0	ug/L	5	50	None
Diclofop-methyl	3/16/2021	<0.20	ug/L	0.2	9	None
Dimethoate	3/16/2021	<0.10	ug/L	0.1	20	None
Diquat	3/16/2021	<1.0	ug/L	1	70	None
Diuron	3/16/2021	<1.0	ug/L	1	150	None
Ethylbenzene	3/16/2021	<0.50	ug/L	0.5	140	None
Glyphosate	3/16/2021	<5.0	ug/L	5	280	None
Malathion	3/16/2021	<0.10	ug/L	0.1	190	None
Metolachlor	3/16/2021	<0.10	ug/L	0.1	50	None
Metribuzin	3/16/2021	<0.10	ug/L	0.1	80	None
Monochlorobenzene	3/16/2021	<0.50	ug/L	0.5	80	None
Paraquat	3/16/2021	<1.0	ug/L	1	10	None
Phorate	3/16/2021	<0.10	ug/L	0.1	2	None
Picloram	3/16/2021	<0.20	ug/L	0.2	190	None
Prometryne	3/16/2021	<0.10	ug/L	0.1	1	None
Simazine	3/16/2021	<0.10	ug/L	0.1	10	None
Terbufos	3/16/2021	<0.20	ug/L	0.2	1	None
Tetrachloroethylene (perchloroethylene)	3/16/2021	<0.50	ug/L	0.5	10	None
Toluene	3/16/2021	<0.50	ug/L	0.5	60	None
Total PCBs	3/16/2021	<0.035	ug/L	0.035	3	None
Triallate	3/16/2021	<0.10	ug/L	0.1	230	None
Trichloroethylene	3/16/2021	<0.50	ug/L	0.5	5	None
Trifluralin	3/16/2021	<0.10	ug/L	0.1	45	None
Vinyl chloride	3/16/2021	<0.20	ug/L	0.2	1	None
Xylenes (Total)	3/16/2021	<1.5	ug/L	1.5	90	None
Haloacetic acids (2021 Average) (HAA)	12/20/2021	64.5	ug/L	5.4	80	None
Trihalomethanes (2021 Average) (THM)	12/20/2021	96.2	ug/L	4.0	100	None

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample
Sodium	18.2 (STD. – 20)	mg/L	March 18, 2020
HAA	64.5 (STD – 80)	µg/L	December 20, 2021
THM	96.2 (STD – 100)	µg/L	December 20, 2021
Fluoride	0.76 (STD – 1.5)	mg/L	November 23, 2020

Appendix "E"

MECP DRINKING WATER SYSTEM INSPECTION PROGRAM
(2021 – 2022 Inspection Report)

Ministry of the Environment, Conservation and Parks

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

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

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

Ontario

February 24, 2022

Send by E-mail: cmiller@fortfrances.ca

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

Attn: Mr. Craig Miller, Environmental and Facilities Superintendent

RE: Drinking Water System Inspection Program – 2021/2022 Inspection Report
Fort Frances Drinking Water System – Inspection Number: 1-75242090

Dear Mr. Miller,

The enclosed report documents findings of the inspection that was performed for the Fort Frances Drinking Water System on January 27 and 28, 2022, and covers the period of time from January 8, 2021, to the date of the on-site inspection.

There were no items of "Non-Compliance/Non-Conformance" identified during this inspection.

"Recommendations" convey information that the owner or operating authority should consider implementing to advance efforts already in place to address such issues as emergency preparedness and conformance with existing and emerging industry standards. Please note that items which appear as recommendations do not, in themselves, constitute violations.

Please note that due to a change in IT systems, the Inspection Rating Report (IRR) cannot be generated at the same time as the inspection report. The IRR will be sent separately and prior to any public release (typically within 1-2 month of the completion of the inspection).
The assistance afforded to me by water treatment plant operators was greatly appreciated. Should you have any questions regarding the content of the enclosed report, please do not hesitate to contact me.

Sincerely,

Carolyn Lacroix
Water Inspector
Badge No. 1467
Drinking Water and Environmental Compliance Division

CL/cl

ec: Town of Fort Frances
Attn: Travis Rob, Manager of Operations and Facilities – trob@fotfrances.ca
Attn: Greg Wiedenhoeft, Overall Responsible Operator – gwiedenhoeft@fortfrances.ca

Northwestern Health Unit – 21 Wolsley Street, Kenora, ON P9N 3W7
Attn: **Thomas Nabb**, Program Manager – tnabb@nwhu.on.ca

Ministry of Natural Resources and Forestry – 922 Scott Street, Fort Frances, ON P9A 6S7
Attn: Greg Chapman, District Manager – greg.chapman@ontario.ca

Ministry of the Environment, Conservation and Parks – 808 Robertson Street – 2nd Floor, Kenora, ON P9N 1X9
Attn: **Sherry Ilersich**, Water Compliance Supervisor – sherry.ilersich@ontario.ca

c: DK DY WI - 540

Ministry of the Environment, Conservation and Parks

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

FORT FRANCES DRINKING WATER SYSTEM
901 COLONIZATION RD E, FORT FRANCES, ON, P9A 3P9

Inspection Report

System Number:	220000978
Inspection Start Date:	01/26/2022
Inspection End Date:	02/17/2022
Inspected By:	Carolyn Lacroix
Badge #:	1467

C Lacroix
(signature)

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Appendices

Appendix A – Key Reference and Guidance Material for Municipal Residential Drinking Water Systems

SUMMARY OF RECOMMENDATIONS AND BEST PRACTICE ISSUES

The following item(s) have been identified as a best management practice (BMP).

Question Group: Other Inspection Findings

Question ID	MRDW1116000	
Question	**Question Type**	**Legislative Requirement**
Were the inspection questions sufficient to address other identified best practice issues?	BMP	Not Applicable
Observation/Corrective Action(s)		
The following item was also noted during the inspection: Daily, operators manually sample the treated water chlorine residual and compare the result to the reading on the in-line continuous analyzer. If operators observe the continuous analyzer is drifting, they will calibrate the analyzer to reflect the residual obtained from the handheld instrument. When the daily check is completed, operators do not document the residual obtained from the hand held instrument, in comparison to the continuous analyzer. Furthermore, when a calibration is completed it is unknown what the continuous analyzer was reading prior to and after the instrument was calibrated. RECOMMENDATION: It is recommended that the daily treated water chlorine residual result obtained from the handheld colorimeter be documented, as well as the residual from treated water continuous chlorine analyzer, from the same time. This will assist in demonstrating that the continuous chlorine analyzer is being operated within the allowable margin of error and calibrated as required.		

INSPECTION DETAILS

This section includes all questions that were assessed during the inspection.

Ministry Program: Regulated Activity: DRINKING WATER : DW Municipal Residential

Question ID	MRDW1001000	
Question	**Question Type**	**Legislative Requirement**
What was the scope of this inspection?	Information	Not Applicable
Observation		
The primary focus of this inspection is to confirm compliance with Ministry of the Environment, Conservation and Parks (MECP) legislation as well as evaluating conformance with ministry drinking water policies and guidelines during the inspection period. The ministry utilizes a comprehensive, multi-barrier approach in the inspection of water systems that focuses on the source, treatment, and distribution components as well as management practices. This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O.Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA. This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements. Responses provided in this inspection are computer generated based on yes/no responses to standard questions answered during the inspection. Supporting information, identified as 'INSPECTOR OBSERVATIONS', have been added by the undersigned water inspector to qualify standard responses and to provide additional guidance/information. The Fort Frances Drinking Water System (DWS) is owned and operated by the Town of Fort Frances. A focused, unannounced inspection of the Fort Frances DWS was conducted on January 27 and 28, 2022, by water inspector, Carolyn Lacroix. The inspection included a review of the DWS components, document review and interview with DWS personnel. The inspection review period is the period of time from the date of the previous MECP inspection conducted on January 8, 2021, to the first day of this inspection, unless otherwise stated.		

Question ID	MRDW1000000	
Question	**Question Type**	**Legislative Requirement**
Does this drinking water system provide primary disinfection?	Information	Not Applicable
Observation		
This Drinking Water System provides for both primary and secondary disinfection and		

distribution of water.

Question ID	MRDW1012000	
Question	**Question Type**	**Legislative Requirement**
Does the owner have a harmful algal bloom monitoring plan in place that meets the requirements of the MDWL?	Legislative	SDWA | 31 | (1)

Observation

The owner had a harmful algal bloom monitoring plan in place.

INSPECTOR OBSERVATIONS:
The DWS's Municipal Drinking Water Licence (MDWL) requires that a Harmful Algal Monitoring Plan be prepared by no later than October 28, 2021. The DWS's Plan was prepared by October 21, 2021 and includes the necessary information.

Question ID	MRDW1014000	
Question	**Question Type**	**Legislative Requirement**
Is there sufficient monitoring of flow as required by the MDWL or DWWP issued under Part V of the SDWA?	Legislative	SDWA | 31 | (1)

Observation

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

INSPECTOR OBSERVATIONS:
Conditions 2.1.1 and 2.1.2, Schedule C, MDWL #224-101, requires continuous measurements and recording of the flow rate and daily volume of raw water flowing into the DWS and of treated water flowing from the WTP into the distribution system. The Fort Frances WTP is equipped with one raw water flow meter and one treated water flow meter. Data obtained from the flow meters is transferred and recorded into the facility's SCADA monitoring system.

Question ID	MRDW1016000	
Question	**Question Type**	**Legislative Requirement**
Is the owner in compliance with the conditions associated with maximum flow rate or the rated capacity conditions in the MDWL issued under Part V of the SDWA?	Legislative	SDWA | 31 | (1)

Observation

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

INSPECTOR OBSERVATIONS: Condition 1.1, Schedule C, MDWL #224-101, identifies the rated capacity of the Fort Frances WTP as 17,000 m^3/day. This represents the maximum daily

volume of treated water that is allowed to be directed to the distribution system, from the WTP. During the review period, the highest volume of treated water pumped to the distribution system, in a single day, was 8010 m3. This represents 47 % of the plant's rated capacity.

Question ID	MRDW1030000	
Question	**Question Type**	**Legislative Requirement**
Is primary disinfection chlorine monitoring being conducted at a location approved by MDWL and/or DWWP issued under Part V of the SDWA, or at/near a location where the intended CT has just been achieved?	Legislative	SDWA | O. Reg. 170/03 | 7-2 | (1), SDWA | O. Reg. 170/03 | 7-2 | (2)

Observation

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

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

Question ID	MRDW1032000	
Question	**Question Type**	**Legislative Requirement**
If the drinking water system obtains water from a surface water source and provides filtration, is continuous monitoring of each filter effluent line being performed for turbidity?	Legislative	SDWA | O. Reg. 170/03 | 7-3 | (2)

Observation

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

INSPECTOR OBSERVATIONS:
Reg. 170/03, Section 7-3(2)(b) requires the owner of the system to ensure that sampling and testing for turbidity is carried out by continuous monitoring equipment on each filter effluent line. All four filters in the WTP are equipped with turbidity analyzers. Continuous turbidity data from each filter is printed daily, reviewed by operators and filed in the DWS office.

Question ID	MRDW1033000	
Question	**Question Type**	**Legislative Requirement**
Is the secondary disinfectant residual measured as required for the large municipal residential distribution system?	Legislative	SDWA | O. Reg. 170/03 | 7-2 | (3), SDWA | O. Reg. 170/03 | 7-2 | (4)

Observation

The secondary disinfectant residual was measured as required for the distribution system.

INSPECTOR OBSERVATIONS:
O. Reg. 170/03, Section 7-2(3) requires that the owner and operating authority of a large municipal residential system that provides secondary disinfection shall ensure that at least seven (7) distribution samples are taken each week in accordance with subsection (4). For systems which provide chlorination, samples must be tested immediately for free chlorine residual. During the review period, a daily distribution chlorine residual was taken from the water tower. The results are documented in the water tower log book.

Question ID	MRDW1037000	
Question	**Question Type**	**Legislative Requirement**
Are all continuous monitoring equipment utilized for sampling and testing required by O. Reg.170/03, or MDWL or DWWP or order, equipped with alarms or shut-off mechanisms that satisfy the standards described in Schedule 6?	Legislative	SDWA | O. Reg. 170/03 | 6-5 | (1) 1-4,SDWA | O. Reg. 170/03 | 6-5 | (1)5-10,SDWA | O. Reg. 170/03 | 6-5 | (1.1)

Observation

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

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

- Final Effluent Low Chlorine Alarm = 1.6 mg/L - If final effluent chlorine levels drop below this set point, an alarm will sound immediately and the high lift pumps will shut down. The system will run off of the water tower.
- Final Effluent High Chlorine Alarm = 3.2 mg/L - calls out operator on duty.
- Filter Effluent Turbidity High Alarm = 0.3 NTU - plant alarm sounds, if the filter effluent turbidity continues to exceed the set point for more than 10 min, the filter that is exceeding will shut down and a call out will be made to the on-call operator.
- Filter Effluent Turbidity High High Alarm = 0.80 NTU - plant immediately alarms, calls out the on-call operator and filter shuts down.
- Filter Effluent Turbidity Low Alarm = - 0.01 mg/L.

Question ID	MRDW1038000	
Question	**Question Type**	**Legislative Requirement**
Is continuous monitoring equipment that is being utilized to fulfill O. Reg. 170/03 requirements performing tests for the parameters with at least the minimum frequency specified in	Legislative	SDWA | O. Reg. 170/03 | 6-5 | (1) 1-4

the Table in Schedule 6 of O. Reg. 170/03 and recording data with the prescribed format?		

Observation

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

INSPECTOR OBSERVATIONS:
Final effluent chlorine residuals and filter effluent turbidity from of each filter, are read and recorded in the SCADA system every 60 seconds. Final effluent chlorine residuals are also documented on a chart recorder.
Daily, the SCADA system prints out a summary of all the filter effluent turbidity data. Based on the data collected, every 15 minutes, the mean, maximum and average values of the previous 15 minutes of data are recorded.
During the inspection, it was confirmed that the minimum testing and recording frequency was met for the inspection review period.

Question ID	MRDW1035000	
Question	**Question Type**	**Legislative Requirement**
Are operators examining continuous monitoring test results and are they examining the results within 72 hours of the test?	Legislative	SDWA | O. Reg. 170/03 | 6-5 | (1) 1-4,SDWA | O. Reg. 170/03 | 6-5 | (1)5-10

Observation

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

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

Question ID	MRDW1040000	
Question	**Question Type**	**Legislative Requirement**
Are all continuous analysers calibrated, maintained, and operated, in accordance with the manufacturer's instructions or the regulation?	Legislative	SDWA | O. Reg. 170/03 | 6-5 | (1) 1-4,SDWA | O.

		Reg. 170/03 | 6-5 | (1)5-10

Observation

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

INSPECTOR OBSERVATIONS:
Reg. 170/03, section 6-5(1)8, requires that the continuous monitoring equipment must be checked and calibrated in accordance with the manufacturer's instructions.
The Rosemont Chlorine Residual Analyzer is used to continuously monitor the treated water chlorine residual. The instruction manual for this instrument does not state how frequently the instrument is to be calibrated; therefore, O. Reg. 170/03, Schedule 6, section 6-5(1)10 applies. This section requires that the instrument be checked and calibrated as frequently as necessary to ensure that the margin of error for free chlorine residual test results are within 0.05 mg/L, if the concentrations usually measured by the equipment are less than or equal to 1.0 mg/L, and proportionally higher if the concentrations usually measured are greater than 1.0 mg/L. Documentation shows that the treated water chlorine analyzer was last calibrated by an outside party on August 11, 2021 and had been previously calibrated on August 4, 2020. In addition, manual chlorine residuals are taken daily and compared to the on-line analyzer. If the analyzer starts to drift, an in- house calibration is completed. Rosemount Clarity II Turbidity Analyzers are used to continuously monitor the filter effluent turbidity on each filter. The instruction manual, for these instruments requires that they be calibrated annually. Documentation shows that the filter 1, 3 and 4 turbidity analyzers were calibrated on August 11, 2021 and had been previously calibrated on August 4 and 5, 2020 (filter #2 was not calibrated because it is currently off-line and there are no plans to bring it back on-line at this time). In addition, in-house calibrations of the # 1, 3 and 4 filter effluent turbidity analyzers are completed.

Question ID	MRDW1108000	
Question	**Question Type**	**Legislative Requirement**
Where continuous monitoring equipment used for the monitoring of free chlorine residual, total chlorine residual, combined chlorine residual or turbidity, required by Regulation 170, an Order, MDWL, or DWWP issued under Part V, SDWA, has triggered an alarm or an automatic shut-off, did a qualified person respond in a timely manner and take appropriate actions?	Legislative	SDWA | O. Reg. 170/03 | 6-5 | (1) 1-4,SDWA | O. Reg. 170/03 | 6-5 | (1)5-10,SDWA | O. Reg. 170/03 | 6-5 | (1.1)

Observation

Where required continuous monitoring equipment used for the monitoring of chlorine residual and/or turbidity triggered an alarm or an automatic shut-off, a qualified person responded in a timely manner and took appropriate actions.

Question ID	MRDW1018000	
Question	**Question Type**	**Legislative Requirement**

Has the owner ensured that all equipment is installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit?	Legislative	SDWA | 31 | (1)
Observation		
The owner had ensured that all equipment was installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit. INSPECTOR OBSERVATIONS: During the inspection, ministry staff toured the water treatment plant and the water tower. All components were in place, as per DWWP #224-201; however the system was described as having a total of 4 chemical metering pumps for polymer injection; however, there are only two chemical metering pumps. During the next DWWP renewal, the description of the works is to be updated to reflect the equipment on site.		

Question ID	MRDW1020000	
Question	**Question Type**	**Legislative Requirement**
Is the owner/operating authority able to demonstrate that, when required during the inspection period, Form 1 documents were prepared in accordance with their Drinking Water Works Permit?	Legislative	SDWA | 31 | (1)
Observation		
The owner/operating authority was in compliance with the requirement to prepare Form 1 documents as required by their Drinking Water Works Permit during the inspection period. INPSECTOR OBSERVATIONS: Drinking Water Works Permit (DWWP) # 224-201 allows for the DWS to be altered by adding, modifying, replacing or extending a watermain within the distribution system if certain conditions are met. These conditions are outlined in DWWP, Schedule B, section 3.0(3.3) and includes the requirement for all work to be recorded on a "Form 1 - Record of Watermains Authorized as a Future Alteration", prior to the watermain, addition, modification. During the inspection review period, one form 1 document was completed for the replacement of watermains along Armit Avenue and the Armit and Avenue and Church Street intersection. It was confirmed that the Form 1 document was prepared prior to the work being completed and in accordance with the Drinking Water Works Permit.		

Question ID	MRDW1023000	
Question	**Question Type**	**Legislative Requirement**
Do records indicate that the treatment equipment was operated in a manner that achieved the design capabilities required under Ontario Regulation 170/03 or a DWWP and/or MDWL issued under Part V of the SDWA at all times that water was being supplied to consumers?	Legislative	SDWA | O. Reg. 170/03 | 1-2 | (2)
Observation		

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

INSPECTOR OBSERVATIONS:
In accordance with O. Reg. 170/03, Schedule 1-2(2), surface water systems must have chemically assisted filtration and disinfection and achieve an overall performance of at least a 2-log (99%) removal/inactivation of Cryptosporidium oocysts, a 3-log (99.9%) removal/inactivation of Giardia cysts, and a 4-log (99.99%)
removal/inactivation of viruses, by the time the water is delivered to the first consumer. The Fort Frances WTP achieves the above performance criteria using conventional treatment consisting of coagulation, flocculation, sedimentation filtration, and chlorine disinfection.
Trends on the SCADA system were reviewed to ensure that minimum chlorine residuals were met continuously. Under worst case conditions (temp 0.5 degrees Celsius, pH 7.5, clear-well level 60% capacity, treated water flow 17000 cubic meters per day), a chlorine residual above 0.85 mg/L must be maintained to achieve adequate disinfection. Records reviewed during the inspection confirmed that the system was providing the required level of treatment throughout the inspection review period. If the treated water chlorine residual dropped below the alarm set point, the high lift pumps will shut down and stop the flow of water to the distribution system.
Monthly turbidity summaries were reviewed to ensure that the filtered water turbidity was less than or equal to 0.3 NTU in 95% of the measurements taken each month. This was met throughout the inspection review period.

Question ID	MRDW1024000		
Question		**Question Type**	**Legislative Requirement**
Do records confirm that the water treatment equipment which provides chlorination or chloramination for secondary disinfection purposes was operated so that at all times and all locations in the distribution system the chlorine residual was never less than 0.05 mg/l free or 0.25 mg/l combined?		Legislative	SDWA | O. Reg. 170/03 | 1-2 | (2)

Observation

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

INSPECTOR OBSERVATIONS:
Distribution chlorine levels must be maintained at or above 0.05 mg/L at all times. The lowest recorded chlorine level in the distribution system during the inspection review period was 0.21 mg/L, on September 3, 2021, from the water tower.

Question ID	MRDW1025000		
Question		**Question**	**Legislative**

	Type	Requirement
Were all parts of the drinking water system that came in contact with drinking water (added, modified, replaced or extended) disinfected in accordance with a procedure listed in Schedule B of the Drinking Water Works Permit?	Legislative	SDWA | 31 | (1)

Observation

All parts of the drinking water system were disinfected in accordance with a procedure listed in Schedule B of the Drinking Water Works Permit.

INSPECTOR OBSERVATIONS:
DWWP #224-201, Schedule B, Condition 2.3 requires all parts of the drinking water system in contact with drinking water which are: added, modified, replaced, extended, or taken out of service for inspection, repair or other activities that lead to contamination, shall be disinfected before being put into service in accordance with the ministry's Watermain Disinfection Procedure.
Distribution log books and Watermain Shut Down Reports were reviewed and demonstrated disinfection was taking place for work completed in the distribution system.
During the review period, there was no notable work done at the water treatment plant; however, operators are aware of the requirement to disinfect any piece of equipment/part, that is put into the system, that comes into contact with drinking water. Operators were reminded that they should document in the log book whenever they disinfect a piece of equipment.

Question ID	MRDW1062000

Question	Question Type	Legislative Requirement
Do records or other record keeping mechanisms confirm that operational testing not performed by continuous monitoring equipment is being done by a certified operator, water quality analyst, or person who meets the requirements of O. Reg. 170/03 7-5?	Legislative	SDWA | O. Reg. 170/03 | 7-5

Observation

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

Question ID	MRDW1060000

Question	Question Type	Legislative Requirement
Do the operations and maintenance manuals meet the requirements of the DWWP and MDWL issued under Part V of the SDWA?	Legislative	SDWA | 31 | (1)

Observation

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

Question ID	MRDW1071000		
Question		**Question Type**	**Legislative Requirement**
Has the owner provided security measures to protect components of the drinking water system?		BMP	Not Applicable
Observation			
The owner had provided security measures to protect components of the drinking water system. INSPECTOR OBSERVATIONS: Water storage is provided by the clearwell at the DWS and by a water tower in the distribution system. All facilities are locked at all times when personnel are absent. The water tower is fenced and equipped with a locked gate. 'No Trespassing' signs have been posted at both locations.			

Question ID	MRDW1073000		
Question		**Question Type**	**Legislative Requirement**
Has the overall responsible operator been designated for all subsystems which comprise the drinking water system?		Legislative	SDWA | O. Reg. 128/04 | 23 | (1)
Observation			
The overall responsible operator has been designated for each subsystem.			

Question ID	MRDW1074000		
Question		**Question Type**	**Legislative Requirement**
Have operators in charge been designated for all subsystems for which comprise the drinking water system?		Legislative	SDWA | O. Reg. 128/04 | 25 | (1)
Observation			
Operators-in-charge had been designated for all subsystems which comprised the drinking water system.			

Question ID	MRDW1075000		
Question		**Question Type**	**Legislative Requirement**
Do all operators possess the required certification?		Legislative	SDWA | O. Reg. 128/04 | 22
Observation			
All operators possessed the required certification.			

Question ID	MRDW1076000		
Question		**Question Type**	**Legislative Requirement**

Do only certified operators make adjustments to the treatment equipment?	Legislative	SDWA | O. Reg. 170/03 | 1-2 | (2)
Observation		
Only certified operators made adjustments to the treatment equipment.		

Question ID	MRDW1099000	
Question	**Question Type**	**Legislative Requirement**
Do records show that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O. Reg.. 169/03)?	Information	Not Applicable
Observation		
Records did not show that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O. Reg. 169/03). INSPECTOR OBSERVATIONS: On March 22, 2021, a microbiological distribution sample was taken and the result showed the presence of total coliforms. Resamples were taken as required and came back without the presence of bacteria.		

Question ID	MRDW1091000	
Question	**Question Type**	**Legislative Requirement**
Where fluoridation is practiced, are the required daily samples being taken at the end of the fluoridation process?	Legislative	SDWA | O. Reg. 170/03 | 7-4
Observation		
The required daily samples were being taken at the end of the fluoridation process. INSPECTOR OBSERVATIONS: Schedule 7, section 7-4 of O. Reg. 170/03 requires that if a drinking water system provides fluoridation, the owner of the system and the operating authority for the system shall ensure that a water sample is taken at the end of the fluoridation process at least once every day and is tested for fluoride. Fluoride residuals were being recorded daily by operators. Fluoride is monitored by a continuous analyzer at the same location as the treated water chlorine analyzer, after treatment, prior to water leaving the plant. During the review period, the highest fluoride residual observed from the daily recording of fluoride residual was 0.78 mg/L. The limit for fluoride is 1.5 mg/L.		

Question ID	MRDW1094000	
Question	**Question Type**	**Legislative Requirement**
Are all water quality monitoring requirements imposed by	Legislative	SDWA | 31 | (1)

the MDWL and DWWP being met?		
Observation		
All water quality monitoring requirements imposed by the MDWL or DWWP issued under Part V of the SDWA were being met.		

Question ID	MRDW1096000	
Question	**Question Type**	**Legislative Requirement**
Do records confirm that chlorine residual tests are being conducted at the same time and at the same location that microbiological samples are obtained?	Legislative	SDWA | O. Reg. 170/03 | 6-3 | (1)
Observation		
Records confirmed that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained.		

Question ID	MRDW1081000	
Question	**Question Type**	**Legislative Requirement**
Are all microbiological water quality monitoring requirements for distribution samples being met?	Legislative	SDWA | O. Reg. 170/03 | 10-2 | (1),SDWA | O. Reg. 170/03 | 10-2 | (2),SDWA | O. Reg. 170/03 | 10-2 | (3)
Observation		
All microbiological water quality monitoring requirements for distribution samples were being met. INSPECTOR OBSERVATIONS: O. Reg. 170/03, Schedule 10, section 10-2 requires owners and operating authorities of DWS's that serve 100,000 people or fewer to ensure that at least eight distribution samples plus one additional distribution sample for every 1,000 people served by the system are taken each month. At least one of the samples must be taken each week. The samples must be tested for E. coli and total coliform bacteria with at least 25% of the required samples to be tested for general bacteria measured using heterotrophic plate counts (HPC). The Fort Frances DWS serves a population of approximately 8,000 people; therefore, at least 16 distribution samples must be taken every month. This requirement was met throughout the inspection review period.		

Question ID	MRDW1083000	
Question	**Question Type**	**Legislative Requirement**
Are all microbiological water quality monitoring	Legislative	SDWA | O. Reg.

requirements for treated samples being met?		170/03 | 10-3
Observation		
All microbiological water quality monitoring requirements for treated samples were being met. INSPECTOR OBSERVATIONS: Section 10-3, O. Reg. 170/03, requires drinking water system owners to ensure that at least one treated water sample is taken every week (from the point of entry to the distribution system) and is tested for total coliform bacteria, E. coli, and HPC bacteria. Samples must be taken at least 5 days and not more than 10 days from when the previous weekly treated water sample was taken.		

Question ID	MRDW1084000	
Question	**Question Type**	**Legislative Requirement**
Are all inorganic water quality monitoring requirements prescribed by legislation conducted within the required frequency?	Legislative	SDWA | O. Reg. 170/03 | 13-2
Observation		
All inorganic water quality monitoring requirements prescribed by legislation were conducted within the required frequency. INSPECTOR OBSERVATIONS: Treated water samples must be taken at least once every 12 months (+/- 30 days from the anniversary of the previous sampling date) and tested for the inorganic parameters listed in O. Reg. 170/03, Schedule 23. These parameters were last sampled for on March 16, 2021, and had been previously sampled on March 18, 2020.		

Question ID	MRDW1085000	
Question	**Question Type**	**Legislative Requirement**
Are all organic water quality monitoring requirements prescribed by legislation conducted within the required frequency?	Legislative	SDWA | O. Reg. 170/03 | 13-4 | (1),SDWA | O. Reg. 170/03 | 13-4 | (2),SDWA | O. Reg. 170/03 | 13-4 | (3)
Observation		
All organic water quality monitoring requirements prescribed by legislation were conducted within the required frequency. INSPECTOR OBSERVATIONS: Treated water samples must be taken at least once every 12 months, +/- 30 days from the anniversary of the previous sampling date and tested for organic parameters listed in O. Reg. 170/03, Schedule 24. These parameters were last sampled for on March 16, 2021, and had been previously sampled on March 18, 2020.		

Question ID	MRDW1086000		
Question		**Question Type**	**Legislative Requirement**
Are all haloacetic acid water quality monitoring requirements prescribed by legislation conducted within the required frequency and at the required location?		Legislative	SDWA | O. Reg. 170/03 | 13-6.1 | (1),SDWA | O. Reg. 170/03 | 13-6.1 | (2),SDWA | O. Reg. 170/03 | 13-6.1 | (3), SDWA | O. Reg. 170/03 | 13-6.1 | (4),SDWA | O. Reg. 170/03 | 13-6.1 | (5),SDWA | O. Reg. 170/03 | 13-6.1 | (6)
Observation			
All haloacetic acid water quality monitoring requirements prescribed by legislation are being conducted within the required frequency and at the required location. INSPECTOR OBSERVATIONS: In accordance with section 13-6.1, Schedule 13, O. Reg. 170/03, a sample from the distribution system or plumbing is required to be taken and tested for Haloacetic acid (i.e. HAAs) once in each calendar quarter, from a location that is likely to have an elevated potential for the formation of HAA's. During the inspection review period, HAA samples were collected from the water tower in each calendar quarter. The running annual average (RAA) at the time of the inspection was 64.5 ug/L, the maximum acceptable concentration is 80 ug/L.			

Question ID	MRDW1087000		
Question		**Question Type**	**Legislative Requirement**
Have all trihalomethane water quality monitoring requirements prescribed by legislation been conducted within the required frequency and at the required location?		Legislative	SDWA | O. Reg. 170/03 | 13-6 | (1)
Observation			
All trihalomethane water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location. INSPECTOR OBSERVATIONS: In accordance with section 13-6, Schedule 13, O. Reg. 170/03, a sample from the distribution system or plumbing is required to be taken and tested for Trihalomethanes (i.e. HAAs) once in each calendar quarter, from a location that is likely to have an elevated potential for the formation of THM's.			

During the inspection review period, THM samples were collected from the water tower, in each calendar quarter. The running annual average THM concentration at the time of the inspection was 96.1 ug/L, the maximum acceptable concentration is 100 ug/L.

Question ID	MRDW1088000	
Question	**Question Type**	**Legislative Requirement**
Are all nitrate/nitrite water quality monitoring requirements prescribed by legislation conducted within the required frequency for the DWS?	Legislative	SDWA | O. Reg. 170/03 | 13-7
Observation		
All nitrate/nitrite water quality monitoring requirements prescribed by legislation were conducted within the required frequency for the DWS.		

Question ID	MRDW1089000	
Question	**Question Type**	**Legislative Requirement**
Are all sodium water quality monitoring requirements prescribed by legislation conducted within the required frequency?	Legislative	SDWA | O. Reg. 170/03 | 13-8
Observation		
. All sodium water quality monitoring requirements prescribed by legislation were conducted within the required frequency INSPECTOR OBSERVATIONS: Sodium samples must be collected from the WTP at the point of entry to the distribution system at least once every 60 months to meet the requirements of O. Reg. 170/03, Schedule 13, section 13-8. A sodium sample was last collected from the Fort Frances WTP on March 18, 2020 and the result was 18.2 mg/L. It had been previously sampled on March 9, 2015.		

Question ID	MRDW1100000	
Question	**Question Type**	**Legislative Requirement**
Did any reportable adverse/exceedance conditions occur during the inspection period?	Information	Not Applicable
Observation		
There were reportable adverse/exceedances during the inpsection period.		

Question ID	MRDW1101000	
Question	**Question Type**	**Legislative Requirement**
Have corrective actions (as per Schedule 17) been taken to address adverse conditions, including any other steps as	Legislative	SDWA | O. Reg. 170/03 | 17-1,

directed by the Medical Officer of Health?		SDWA | O. Reg. 170/03 | 17-10 | (1),SDWA | O. Reg. 170/03 | 17-10 | (2),SDWA | O. Reg. 170/03 | 17-11,SDWA | O. Reg. 170/03 | 17-12,SDWA | O. Reg. 170/03 | 17-13,SDWA | O. Reg. 170/03 | 17-14,SDWA | O. Reg. 170/03 | 17-2,SDWA | O. Reg. 170/03 | 17-3,SDWA | O. Reg. 170/03 | 17-4,SDWA | O. Reg. 170/03 | 17-5,SDWA | O. Reg. 170/03 | 17-6,SDWA | O. Reg. 170/03 | 17-9
Observation		
Corrective actions (as per Schedule 17) had been taken to address adverse conditions, including any other steps that were directed by the Medical Officer of Health.		

Question ID	MRDW1113000	
Question	**Question Type**	**Legislative Requirement**
Have all changes to the system registration information been provided to the Ministry within ten (10) days of the change?	Legislative	SDWA | O. Reg. 170/03 | 10.1 | (3)
Observation		
All changes to the system registration information were provided within ten (10) days of the change.		

Question ID	MRDW1104000	
Question	**Question Type**	**Legislative Requirement**
Were all required verbal notifications of adverse water quality incidents immediately provided as per O. Reg. 170/03 16-6?	Legislative	SDWA | O. Reg. 170/03 | 16-6 | (1),SDWA | O. Reg. 170/03 | 16-

		6 | (2),SDWA | O. Reg. 170/03 | 16-6 | (3),SDWA | O. Reg. 170/03 | 16-6 | (3.1),SDWA | O. Reg. 170/03 | 16-6 | (3.2), SDWA | O. Reg. 170/03 | 16-6 | (4),SDWA | O. Reg. 170/03 | 16-6 | (5),SDWA | O. Reg. 170/03 | 16-6 | (6)
Observation		
All required notifications of adverse water quality incidents were immediately provided as per O. Reg. 170/03 16-6.		

Question ID	MRDW1116000	
Question	**Question Type**	**Legislative Requirement**
Were the inspection questions sufficient to address other identified best practice issues?	BMP	Not Applicable
Observation		
The following item was also noted during the inspection: Daily, operators manually sample the treated water chlorine residual and compare the result to the reading on the in-line continuous analyzer. If operators observe the continuous analyzer is drifting, they will calibrate the analyzer to reflect the residual obtained from the handheld instrument. When the daily check is completed, operators do not document the residual obtained from the hand held instrument, in comparison to the continuous analyzer. Furthermore, when a calibration is completed it is unknown what the continuous analyzer was reading prior to and after the instrument was calibrated. RECOMMENDATION: It is recommended that the daily treated water chlorine residual result obtained from the handheld colorimeter be documented, as well as the residual from treated water continuous chlorine analyzer, from the same time. This will assist in demonstrating that the continuous chlorine analyzer is being operated within the allowable margin of error and calibrated as required.		

Question ID	MRDW1117000	
Question	**Question Type**	**Legislative Requirement**
Are there any other DWS related items that should be recognized in this report?	Information	Not Applicable

Observation
The following items are noted as being relevant to the Drinking Water System: The Fort Frances DWWP describes the facility's polyelectrolytes/polymer system as having: - Two (2) chemical metering pumps for polyelectrolytes injection complete with aging and batch tanks - Two (2) chemical metering pumps for polymer injection complete with aging and solution tanks (used as back-up) During the inspection it was identified that the facility only has 2 chemical metering pumps for polyelectrolytes injection. Schedule B, section 2.4 of DWWP 224-201, Issue 3 requires that the Director be notified of any alteration to the description of a drinking water system component described in Schedule A of this DWWP. CORRECTIVE ACTION: Effective immediately, the Town of Fort Frances must ensure that the components as described in the facility's DWWP are consistent with the on-site components of the system. To achieve this, the Town of Fort Frances can complete one of the following: - acquire 2 additional chemical metering pumps for polymer injection complete with aging and solution tanks to be used as back-up - complete a Form 2 that describes the actual # of polymer metering pumps on-site and submit to the ministry a Director's Notification Form that summarizes the change in the description of the works By March 18, 2022, the owner is to provide written notification to the undersigned officer that either: - two additional pumps have been acquired ore are being acquired or - a completed Director's Notification Form has been submitted to this ministry describing the change to the description of the works

Question ID	MRDW1059000		
Question		**Question Type**	**Legislative Requirement**
Do the operations and maintenance manuals contain plans, drawings and process descriptions sufficient for the safe and efficient operation of the system?		Legislative	SDWA | O. Reg. 128/04 | 28
Observation			
The operations and maintenance manuals contained plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.			

Question ID	MRDW1061000		
Question		**Question Type**	**Legislative Requirement**
Are logbooks properly maintained and contain the required information?		Legislative	SDWA | O. Reg. 128/04 | 27 | (1), SDWA | O. Reg.

		128/04 | 27 | (2), SDWA | O. Reg. 128/04 | 27 | (3), SDWA | O. Reg. 128/04 | 27 | (4), SDWA | O. Reg. 128/04 | 27 | (5), SDWA | O. Reg. 128/04 | 27 | (6), SDWA | O. Reg. 128/04 | 27 | (7)
Observation		
Logbooks were properly maintained and contained the required information.		

Question ID	MRDW1103000	
Question	**Question Type**	**Legislative Requirement**
Have corrective actions as directed by the Medical Officer of Health been taken by the owner and operating authority to address exceedances of the lead standard?	Legislative	SDWA | O. Reg. 170/03 | 15.1-10
Observation		
Corrective actions as directed by the Medical Officer of Health had been taken by the owner and operating authority to address exceedances of the lead standard.		

Ontario

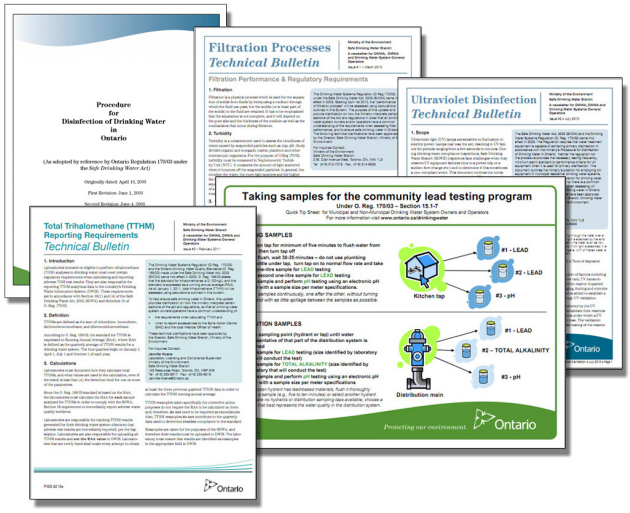
Key Reference Materials

Key Reference and Guidance Material for Municipal Residential Drinking Water Systems

Many useful materials are available to help you operate your drinking water system. Below is a list of key materials owners and operators of municipal residential drinking water systems frequently use.

To access these materials online click on their titles in the table below or use your web browser to search for their titles. Contact the Public Information Centre if you need assistance or have questions at 1-800-565-4923/416-325-4000 or **picemail.moe@ontario.ca**.

For more information on Ontario's drinking water visit **www.ontario.ca/drinkingwater** and email **drinking.water@ontario.ca** to subscribe to drinking water news.

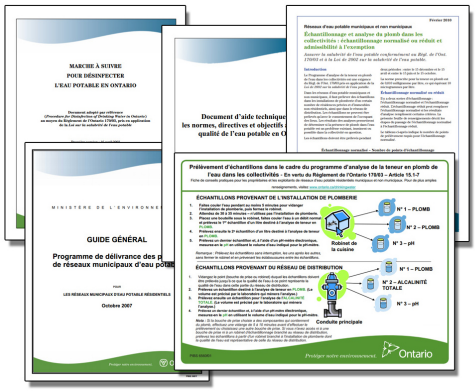


PUBLICATION TITLE	PUBLICATION NUMBER
Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils	7889e01
FORMS: Drinking Water System Profile Information, Laboratory Services Notification, Adverse Test Result Notification Form	7419e, 5387e, 4444e
Procedure for Disinfection of Drinking Water in Ontario	4448e01
Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids	7152e
Total Trihalomethane (TTHM) Reporting Requirements Technical Bulletin (February 2011)	8215e
Filtration Processes Technical Bulletin	7467
Ultraviolet Disinfection Technical Bulletin	7685
Guide for Applying for Drinking Water Works Permit Amendments, Licence Amendments, Licence Renewals and New System Applications	7014e01
Certification Guide for Operators and Water Quality Analysts	
Guide to Drinking Water Operator Training Requirements	9802e
Taking Samples for the Community Lead Testing Program	6560e01
Community Sampling and Testing for Lead: Standard and Reduced Sampling and Eligibility for Exemption	7423e
Guide: Requesting Regulatory Relief from Lead Sampling Requirements	6610
Drinking Water System Contact List	7128e
Technical Support Document for Ontario Drinking Water Quality Standards	4449e01

Principaux guides et documents de référence sur les réseaux résidentiels municipaux d'eau potable

De nombreux documents utiles peuvent vous aider à exploiter votre réseau d'eau potable. Vous trouverez ci-après une liste de documents que les propriétaires et exploitants de réseaux résidentiels municipaux d'eau potable utilisent fréquemment.

Pour accéder à ces documents en ligne, cliquez sur leur titre dans le tableau ci-dessous ou faites une recherche à l'aide de votre navigateur Web. Communiquez avec le Centre d'information au public au 1 800 565-4923 ou au 416 325-4000, ou encore à **picemail.moe@ontario.ca** si vous avez des questions ou besoin d'aide.



Pour plus de renseignements sur l'eau potable en Ontario, consultez le site **www.ontario.ca/eaupotable** ou envoyez un courriel à **drinking.water@ontario.ca** pour suivre l'information sur l'eau potable.

TITRE DE LA PUBLICATION	NUMÉRO DE PUBLICATION
Prendre soin de votre eau potable – Un guide destiné aux membres des conseils municipaux	7889f01
Renseignements sur le profil du réseau d'eau potable, Avis de demande de services de laboratoire, Formulaire de communication de résultats d'analyse insatisfaisants et du règlement des problèmes	7419f, 5387f, 4444f
Marche à suivre pour désinfecter l'eau potable en Ontario	4448f01
Strategies for Minimizing the Disinfection Products Thrihalomethanes and Haloacetic Acids (en anglais seulement)	7152e
Total Trihalomethane (TTHM) Reporting Requirements: Technical Bulletin (février 2011) (en anglais seulement)	8215e
Filtration Processes Technical Bulletin (en anglais seulement)	7467
Ultraviolet Disinfection Technical Bulletin (en anglais seulement)	7685
Guide de présentation d'une demande de modification du permis d'aménagement de station de production d'eau potable, de modification du permis de réseau municipal d'eau potable, de renouvellement du permis de réseau municipal d'eau potable et de permis pour un nouveau réseau	7014f01
Guide sur l'accréditation des exploitants de réseaux d'eau potable et des analystes de la qualité de l'eau de réseaux d'eau potable	
Guide sur les exigences relatives à la formation des exploitants de réseaux d'eau potable	9802f
Prélèvement d'échantillons dans le cadre du programme d'analyse de la teneur en plomb de l'eau dans les collectivités	6560f01
Échantillonnage et analyse du plomb dans les collectivités : échantillonnage normalisé ou réduit et admissibilité à l'exemption	7423f
Guide: Requesting Regulatory Relief from Lead Sampling Requirements (en anglais seulement)	6610
Liste des personnes-ressources du réseau d'eau potable	7128f
Document d'aide technique pour les normes, directives et objectifs associés à la qualité de l'eau potable en Ontario	4449f01

Ministry of the Environment, Conservation and Parks - Inspection Summary Rating Record (Reporting Year - 2021-2022)

DWS Name:	FORT FRANCES DRINKING WATER SYSTEM
DWS Number:	220000978
DWS Owner:	CORPORATION OF THE TOWN OF FORT FRANCES ADMINISTRATION
Municipal Location:	FORT FRANCES
Regulation:	O.REG. 170/03
DWS Category:	DW Municipal Residential
Type of Inspection:	Focused
Inspection Date:	Jan-26-22
Ministry Office:	Kenora Area Office

Maximum Risk Rating: 528

Inspection Module	Non Compliance Rating
Source	0 / 0
Capacity Assessment	0 / 30
Treatment Processes	0 / 214
Operations Manuals	0 / 28
Logbooks	0 / 18
Certification and Training	0 / 42
Water Quality Monitoring	0 / 112
Reporting & Corrective Actions	0 / 84
Overall - Calculated	**0 / 528**

Inspection Risk Rating:	**0.00%**

Final Inspection Rating:	**100.00%**

Inspection Rating Record Generated On 2022-03-02 (Inspection ID: 1-75242090)

Ministry of the Environment, Conservation and Parks - Detailed Inspection Rating Record (Reporting Year - 2021-2022)

DWS Name:	FORT FRANCES DRINKING WATER SYSTEM
DWS Number:	220000978
DWS Owner Name:	CORPORATION OF THE TOWN OF FORT FRANCES ADMINISTRATION
Municipal Location:	FORT FRANCES
Regulation:	O.REG. 170/03
DWS Category:	DW Municipal Residential
Type of Inspection:	Focused
Inspection Date:	Jan-26-22
Ministry Office:	Kenora Area Office

All legislative requirements were met. No detailed rating scores.

Maximum Question Rating: 528

Inspection Risk Rating:	**0.00%**

FINAL INSPECTION RATING:	**100.00%**

APPLICATION OF THE RISK METHODOLOGY USED FOR MEASURING MUNICIPAL RESIDENTIAL DRINKING WATER SYSTEM INSPECTION RESULTS

The Ministry of the Environment (MOE) has a rigorous and comprehensive inspection program for municipal residential drinking water systems (MRDWS). Its objective is to determine the compliance of MRDWS with requirements under the Safe Drinking Water Act and associated regulations. It is the responsibility of the municipal residential drinking water system owner to ensure their drinking water systems are in compliance with all applicable legal requirements.

This document describes the risk rating methodology, which has been applied to the findings of the Ministry's MRDWS inspection results since fiscal year 2008-09. The primary goals of this assessment are to encourage ongoing improvement of these systems and to establish a way to measure this progress.

MOE reviews the risk rating methodology every three years to account for legislative and societal changes that affect acceptable risk levels. As a result of the most recent review, the methodology has been modified to present an improved metric for the evaluation of the risk/safety of MRDWS operations.

The Ministry's Municipal Residential Drinking Water Inspection Protocol contains up to 14 inspection modules and consists of approximately 120 regulatory questions. Those protocol questions are also linked to definitive guidance that

ministry inspectors use when conducting MRDWS inspections. The questions address a wide range of regulatory issues, from administrative procedures to drinking water quality monitoring. Additionally, the inspection protocol contains a number of non-regulatory questions.

A team of drinking water specialists in the ministry have assessed each of the inspection protocol regulatory questions to determine the risk (not complying with the regulation) to the delivery of safe drinking water. This assessment was based on established provincial risk assessment principles, with each question receiving a risk rating referred to as the Question Risk Rating. Based on the number of areas where a system is deemed to be non-compliant during the inspection, and the significance of these areas to administrative, environmental, and health consequences, a risk-based inspection rating is calculated by the ministry for each drinking water system.

It is important to be aware that an inspection rating that is less than 100 per cent does not mean that the drinking water from the system is unsafe. It shows areas where a system's operation can improve. To that end, the ministry works with owners and operators of systems to make sure they know what they need to do to achieve full compliance.

The inspection rating reflects the inspection results of the specific drinking water system for the reporting year. Since the methodology is applied consistently over a period of years, it serves as a comparative measure both provincially and in relation to the individual system. Both the drinking water system and the public are able to track the performance over time, which encourages continuous improvement and allows systems to identify specific areas requiring attention.

The ministry's annual inspection program is an important aspect of our drinking water safety net. The ministry and its partners share a common commitment to excellence and we continue to work toward the goal of 100 per cent regulatory compliance.

Determining Potential to Compromise the Delivery of Safe Water

The risk management approach used for MRDWS is aligned with the Government of Ontario's Risk Management Framework. Risk management is a systematic approach to identifying potential hazards; understanding the likelihood and consequences of the hazards; and taking steps to reduce their risk if necessary and as appropriate.

The Risk Management Framework provides a formula to be used in the determination of risk:

RISK = LIKELIHOOD × CONSEQUENCE
(of the consequence)

Every regulatory question in the inspection protocol possesses a likelihood value (L) for an assigned consequence value (C) as described in **Table 1** and **Table 2**.

TABLE 1:

Likelihood of Consequence Occurring	Likelihood Value
0% - 0.99% (Possible but Highly Unlikely)	L = 0
1 – 10% (Unlikely)	L = 1
11 – 49% (Possible)	L = 2
50 – 89% (Likely)	L = 3
90 – 100% (Almost Certain)	L = 4

TABLE 2:

Consequence	Consequence Value
Medium Administrative Consequence	C = 1
Major Administrative Consequence	C = 2
Minor Environmental Consequence	C = 3
Minor Health Consequence	C = 4
Medium Environmental Consequence	C = 5
Major Environmental Consequence	C = 6
Medium Health Consequence	C = 7
Major Health Consequence	C = 8

The consequence values (0 through 8) are selected to align with other risk-based programs and projects currently under development or in use within the ministry as outlined in **Table 2**.

The Question Risk Rating for each regulatory inspection question is derived from an evaluation of every identified consequence and its corresponding likelihood of occurrence:

- All levels of consequence are evaluated for their potential to occur
- Greatest of all the combinations is selected.

The Question Risk Rating quantifies the risk of non-compliance of each question relative to the others. Questions with higher values are those with a potentially more significant impact on drinking water safety and a higher likelihood of occurrence. The highest possible value would be 32 (4×8) and the lowest would be 0 (0×1).

Table 3 presents a sample question showing the risk rating determination process.

TABLE 3:

Does the Operator in Charge ensure that the equipment and processes are monitored, inspected and evaluated?							
Risk = Likelihood × Consequence							
C=1	C=2	C=3	C=4	C=5	C=6	C=7	C=8
Medium Administrative Consequence	**Major** Administrative Consequence	**Minor** Environmental Consequence	**Minor** Health Consequence	**Medium** Environmental Consequence	**Major** Environmental Consequence	**Medium** Health Consequence	**Major** Health Consequence
L=4 (Almost Certain)	L=1 (Unlikely	L=2 (Possible)	L=3 (Likely)	L=3 (Likely)	L=1 (Unlikely	L=3 (Likely)	L=2 (Possible)
R=4	**R=2**	**R=6**	**R=12**	**R=15**	**R=6**	**R=21**	**R=16**

Application of the Methodology to Inspection Results

Based on the results of a MRDWS inspection, an overall inspection risk rating is calculated. During an inspection, inspectors answer the questions that relate to regulatory compliance and input their responses as "yes", "no" or "not applicable" into the Ministry's Laboratory and Waterworks Inspection System (LWIS) database. A "no" response indicates non-compliance. The maximum number of regulatory questions asked by an inspector varies by: system (i.e., distribution, stand-alone), type of inspection (i.e., focused, detailed), and source type (i.e., groundwater, surface water).

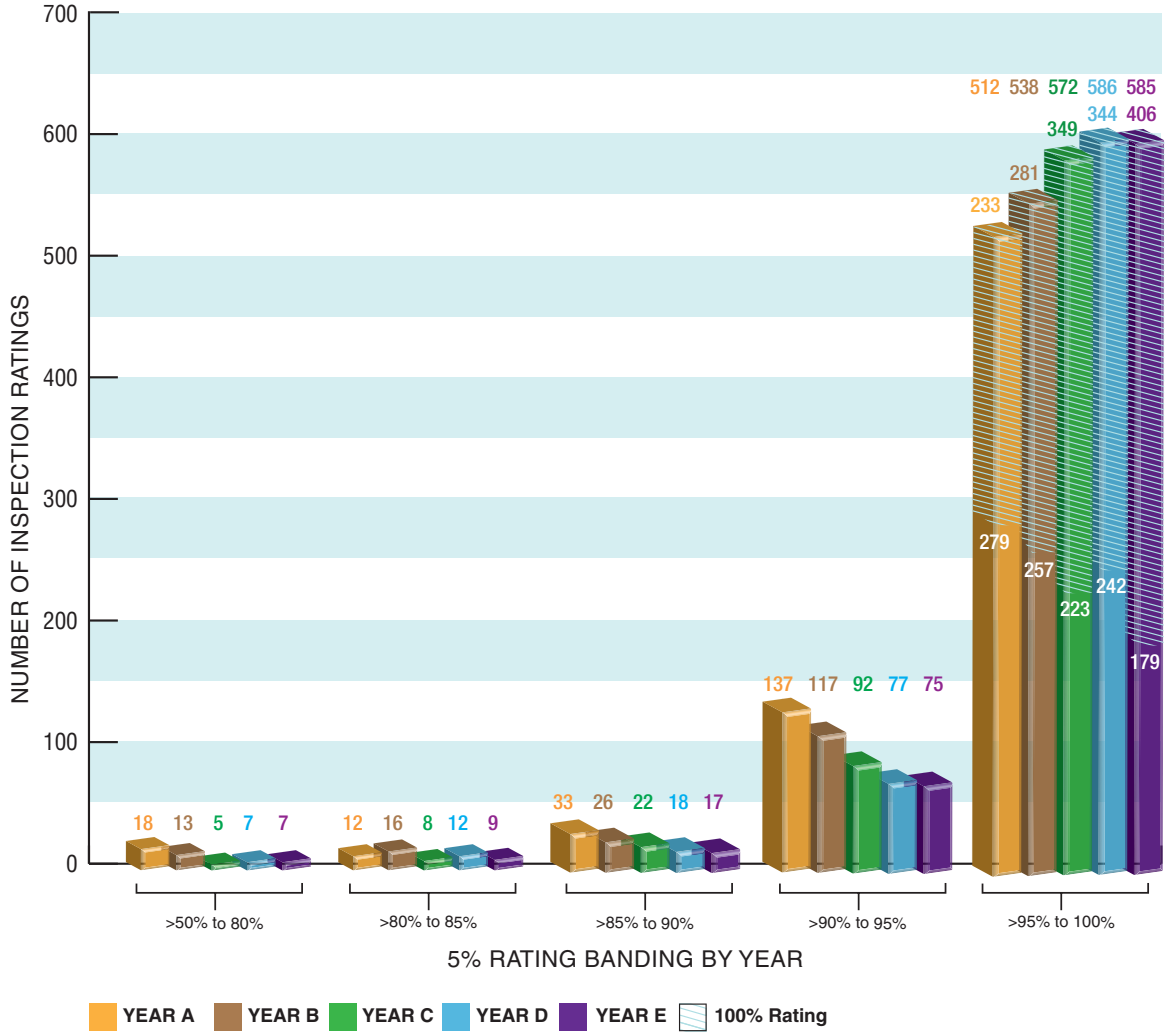
The risk ratings of all non-compliant answers are summed and divided by the sum of the risk ratings of all questions asked (maximum question rating). The resulting inspection risk rating (as a percentage) is subtracted from 100 per cent to arrive at the final inspection rating.

Application of the Methodology for Public Reporting

The individual MRDWS Total Inspection Ratings are published with the ministry's Chief Drinking Water Inspector's Annual Report.

Figure 1 presents the distribution of MRDWS ratings for a sample of annual inspections. Individual drinking water systems can compare against all the other inspected facilities over a period of inspection years.

Figure 1: Year Over Year Distribution of MRDWS Ratings



Reporting Results to MRDWS Owners/Operators

A summary of inspection findings for each system is generated in the form of an Inspection Rating Record (IRR). The findings are grouped into the 14 possible modules of the inspection protocol, which would provide the system owner/operator with information on the areas where they need to improve. The 14 modules are:

1. Source
2. Permit to Take Water
3. Capacity Assessment
4. Treatment Processes
5. Process Wastewater
6. Distribution System
7. Operations Manuals
8. Logbooks
9. Contingency and Emergency Planning
10. Consumer Relations
11. Certification and Training
12. Water Quality Monitoring
13. Reporting, Notification and Corrective Actions
14. Other Inspection Findings

For further information, please visit **www.ontario.ca/drinkingwater**

Appendix “F”

DWQMS Certificate of Accreditation

CERTIFICATE OF ACCREDITATION

This is to certify that the following operating authority:

The Corporation of the Town of Fort Frances

320 Portage Avenue, Fort Frances, Ontario P9A 2P9 Canada

Refer to Attachment to Certificate of Accreditation dated December 21, 2021 for additional drinking water systems

operates a

Quality Management System

which conforms with the requirements of

DRINKING WATER QUALITY MANAGEMENT STANDARD VERSION 2 - 2017

for the following scope of accreditation

Full Scope - Entire DWQMS

Certificate No.:	CERT-0145422	Original Certification Date:	December 7, 2012
File No.:	1631580	Certification Effective Date:	February 17, 2022
Issue Date:	December 21, 2021		

Frank Camasta
Global Head of Technical Services
SAI Global Assurance

DWQMS 2017

Accredited by:
QMI-SAI Canada Limited (SAI Global), 20 Carlson Court, Suite 200, Toronto, Ontario M9W 7K6 Canada**.** This registration is subject to the **SAI Global** Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, **SAI Global** accepts responsibility only for proven negligence. This certificate remains the property of **SAI Global** and must be returned to them upon request.
To verify that this certificate is current, please refer to the **SAI Global** On-Line Certification Register:
https://www.saiglobal.com/en-us/assurance/auditing_and_certification/certification_registry/

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ATTACHMENT TO
CERTIFICATE OF ACCREDITATION

These sites are accredited under Certificate No: CERT-0145422 issued on December 21, 2021

File No.		Effective Date
1631580	**The Corporation of the Town of Fort Frances** 320 Portage Avenue, Fort Frances, Ontario P9A 2P9 Canada	February 17, 2022

Drinking Water Systems

	Site No.	Site Name
Yes	1633091	Fort Frances Drinking Water System

These accreditations are dependent on The Corporation of the Town of Fort Frances (File No. 1631580) maintaining their scope of registration to DRINKING WATER QUALITY MANAGEMENT STANDARD VERSION 2 - 2017

SAI GLOBAL
INFORM. INSPIRE. IMPROVE.

List of References

Safe Drinking Water Act, 2002 (SDWA)
Ontario Regulation 170/03 of the SDWA (Drinking Water Systems),
Ontario Regulation 128/04 of the SDWA (Certification of Drinking Water System Operators and Water Quality Analysts),
Ontario Regulation 169/03 of the SDWA (Ontario Drinking Water Quality Standards)
Ontario Regulation 188/07 of the SDWA (Licensing of Municipal Drinking Water Systems)

DATE: March 9, 2022
TO: Mayor and Council
FROM: Municipal Clerk / Returning Officer
SUBJECT: For your decision: To enter into an agreement with DataFix - VoterView

Issue

For Council to approve an agreement with DataFix - VoterView

Facts

- In preparing for the upcoming 2022 Municipal Election the Municipal Clerk / Returning Officer is busy ensuring a fair electoral system. One of the major components of this premise is the Preliminary List of Electors that creates the Voter's List. Understanding that we all play a role in a fair electoral system as it is equally the responsibility of every elector to make sure their information is up-to-date and accurately reflected for electoral purposes it is most certainly a challenge and why we continue to advocate the use of Voterlookup.ca for electors to verify and update their information.

- Presented to Council is an agreement with DataFix which provides the services known as a VoterView system. This platform provides mechanism to improve the quality of preliminary list of electors and may help reduce election costs in terms of resources needed to help support data cleansing to identify and correct problems with elector information often found within the voter list.

- VoterView provides support to many municipalities across Canada. Preliminary research has found that the Town of Fort Frances has utilized Datafix in the 2003, 2006, 2008, 2010 and the 2018 Municipal Elections.

- The Service fee for DataFix is $6,650.00 and has been considered part of the operating budget for the 2022 Municipal Elections.

Analysis

- Following the 2022 Municipal Elections Council can expect further recommendations from the Municipal Clerk / Returning Officer to enter into a renewal agreement to continue to maintain the information particularly around death registration.
- Forward planning should also be considered in the event of a by-election, experience has shown that a lot can happen in a four (4) year term examples

include but not limited to: a resignation of a member, the death of a member, the member becomes ineligible to be a member of Council.

RECOMMENDATION

THAT approval of this report will agree with the recommendation from the Municipal Clerk / Returning Officer to enter into an agreement with DataFix and that a By-Law be enacted to authorize the Mayor and Clerk to sign the agreement on behalf of the Corporation.

VOTER LIST MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") made in duplicate, is entered into as of, and is effective as of the 8th day of March 2022 (the "Effective Date")

BETWEEN:

COMPRINT SYSTEMS INCORPORATED (doing business as "DataFix")
an Ontario corporation with its registered office at
40 University Avenue, Suite 1010, Toronto, Ontario M5J 1T1

(hereinafter called "DataFix")

AND:

TOWN OF FORT FRANCES
320 Portage Avenue
Fort Frances, Ontario P9A 3P9

(hereinafter called "Client")

The Client requires an Election Management System (EMS) described herein to conduct its municipal election, and desires to engage DataFix to provide said services.

DataFix's proprietary EMS is an internet-based Application with specific capabilities, including but not limited to: (i) provide election officials with an electronic view of their electoral information, including the ability to make corrections to the Voters list and to access various voter counts needed for electoral planning, and (ii) with the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event ("VoterView").

The System Requirements and Compatibility of VoterView are described below:

a) web-based;
b) support the management of Data throughout the election cycle from receipt of Data to the end of the election;
c) Graphical User Interface (GUI);
d) role-based for the purposes of user permission architecture;
e) user-friendly and intuitive;
f) passwords are one-way encrypted;
g) web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
h) optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.

This Agreement is intended to identify and confirm the service levels and support technology requirements of VoterView – see Schedule "C".

DataFix agrees to provide to the Client, the VoterView Application, services, and support described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein; the receipt and sufficiency of which is acknowledged, and in accordance with the terms and conditions set forth herein, the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

"Additional Services" means the Services not included in the contract price, and where additional fees are applicable;

"Application" means the web-enabled application branded as VoterView that has been architected from the ground up to be secure, scalable, and flexible and is a fully featured EMS;

"Business Day" means every day except for Saturdays, Sundays, and statutory holidays in the Province of Ontario;

"Change Order Request" means a written notice from the Client to DataFix to add certain requirements/services which are outside of the scope of the Agreement and to which additional fees are applicable

"Client Users" means designated persons within the Client's organization who Client has authorized to use the Application;

"**Confidential Information**" means any and all information and documentation, in whatever form, which is confidential in nature, and which is accessed or obtained by one or both Parties as a result of this Agreement and/or their relationship shall include without limitation the following:

a) Any information concerning this Agreement or any municipal election for which the Services and the Application are provided hereunder;

b) Any information concerning the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a Party's group, including, without limitation, any information which is not generally known to the public, or which has been specifically identified as confidential or proprietary by the disclosing Party;

c) Any information that would be included within the definition of personal information as

set out in MFIPPA, or similar legislation; and

d) Data;

Notwithstanding the foregoing, Confidential Information shall not include:

i. information not obtained from the Client, which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;

ii. information which was previously in DataFix's possession and did not originate from the Client;

iii. information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;

"Contract Price" means the amount ascribed under section 14.1 and payable by the Client to DataFix for the Services;

"Critical Election Period" includes advance voting dates together with the Election Day;

"Customization" means the selection of a specific change to VoterView or any of its additional Event Based Functionality (Optional Modules), made by the Client in order for the Client to meet its desired goals, and where the change is client specific and unique to the Client, and where additional fees are applicable;

"Data" shall include all information in VoterView including but not limited to:

a) a list of names and addresses of eligible voters for an Election or By-Election prepared under the Municipal Elections Act (MEA) and provided by the provincial authority to carry out a municipal election; and

b) any Client supplied data including without limitation data inputted by the Client respecting candidate information, election worker information, voter registration, ward, and polls information, and voting locations;

"Effective Date" means the date written above;

"Election Day" means Monday, October 24, 2022;

"eVoting Third Party Integration Fee" means any customized services required by the Client to support eVoting through an eVoting Service Provider;

"Intellectual Property Rights" means any and all proprietary rights provided under:

i) patent law;
ii) copyright law (including moral rights);
iii) trade-mark law;
iv) design patent or industrial design law;
v) semi-conductor chip or mask work or integrated circuit topography law; or
vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law,

that may provide a right in either software, hardware, documentation, ideas, formulae, algorithms, concepts, inventions, processes, or know-how generally, or the expression or use of any of the foregoing; and any and all applications, registrations, licenses, sub-licenses, franchises, agreements, or any other evidence of a right in any of the foregoing.

"Parties" means, collectively, the Client and DataFix and "Party" means one of them or any of them, as the context requires;

"**Personal Information**" means all of the information provided by the provincial authority and stored in VoterView with respect to the determination of eligible electors, including their names, property and mailing addresses, the Data, the elector list of the Client as it is compiled from time to time during the Term of the Agreement, the names and other personal information of all who are designated as Users, and all related files and records stored on any equipment used by DataFix;

"Services" means all the Services to be provided by DataFix to the Client under this Agreement, and includes privacy and security requirements in relation to the provision of such services;

"Term" has the meaning ascribed under section 12.1;

"Third Party Print File Preparation Fee" means any customization required to DataFix's standard file layout to create customized printable data files for use by a third-party printing company;

"Training" means the training environment in VoterView, all training guides and any other documentation or material pertaining to the functions and features of VoterView and provided through the on-line facilities;

"Training – Customized and In Person" means any customized on-site training requested by the Client and delivered by DataFix at the offices of the Client, to be scheduled at such time and for such duration as mutually agreed to in advance between the parties, and at additional cost;

"Update" means a fix, patch or such other minor improvement, enhancement, modification, or expansion of VoterView as well as major revisions to and new versions of VoterView as part of the Services and for which DataFix does not impose a separate fee;

"VoterView" has the meaning ascribed to it under, Application on page 1 of this Agreement;

"Voting Period" means the hours designated by the Client during the Election Date(s) during which Eligible Electors are entitled to cast their vote.

2.0 PROVISION OF SERVICES, LICENSE AND AUTHORIZED USES

2.1 DataFix agrees to perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 (MFIPPA) and similar legislation in other Canadian jurisdictions and all other applicable privacy and personal information laws).

2.2 DataFix will at all times maintain care, skill, and diligence in performing its obligations under this Agreement.

2.3 DataFix represents to the Client that VoterView complies with all applicable requirements for provincial and municipal election laws at the time of delivery.

2.4 Subject to DataFix's payments from Client being received in accordance with section 14 of this Agreement, DataFix grants to Client and Client Users a limited, non-exclusive, non-transferable, royalty-free (except for fees provided for in this Agreement), license (other than a right to sublicense) to use VoterView, any documentation provided therewith and any upgrades, modifications, updates, and additions thereto (the "DataFix Materials") in the manner contemplated in this Agreement.

2.5 The Client will have full control for creating and issuing usernames and passwords for Client Users.

3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

3.1 DataFix will provide the Client with an initial account with Administrator-level access to VoterView. With this account, the Client's Administrator can create users and assign the required access levels for the Application.

3.2 The Client's Administrator is fully responsible for:

a) configuring the Application through the Administration Tab in VoterView;

b) adding Users and creating User Groups as needed;

c) deleting users;

d) identifying authorized contacts: primary, secondary, and alternate for the electoral event;

e) updating email addresses and telephone numbers; and

f) keeping all information in User Management current to ensure authorized Users receive email communication.

3.3 DataFix may from time-to-time change, modify, update, or upgrade the form, nature, requirements, features, functionality or method or manner of operation of VoterView, the Application and the Services. If DataFix does so it shall provide Client with notice thereof that is no less than the notice it provides thereof to its customers.

4.0 DATA

4.1 The Data for the Client will be stored in datacenters that are in Canada. At no time will DataFix store Data outside of Canada.

4.2 DataFix will maintain a separate physical database for the Client to ensure that the Client can only access its own Data.

4.3 DataFix will regularly upgrade and update the Application. If it is necessary to interrupt service, DataFix will provide at least 24 hours prior notification wherever possible, emergencies excepted. Interruptions that can be scheduled (i.e., not emergencies) and interruptions shall be scheduled to minimize their impact on Client Users.

5.0 DATA SECURITY AND PRIVACY

5.1 The Client will provide the Data to DataFix and DataFix will only use the Data as necessary to carry out its obligations under this Agreement, and for no other purpose without the prior written consent of the Client.

5.2 DataFix shall comply with all the confidentiality, security and privacy requirements set out in this Agreement, and any additional Security and Privacy Requirements with respect to the Data that have been provided to DataFix, by the Client, in writing. To the extent DataFix possesses any Data in any form, medium or device during the Term of this Agreement or after the expiration of the Term, the foregoing obligations shall survive and continue to be in legal effect.

5.3 DataFix shall ensure that its employees and contractors are aware of their obligations regarding data security and privacy under this Section 5.0. DataFix shall limit access to Personal Information to its authorized representatives who have a clear need to know in

order to provide the Services. DataFix shall ensure that such representatives have agreed to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and DataFix shall properly advise such representatives of the requirements under this Agreement.

5.4 DataFix will protect the security and confidentiality of the Personal Information to at least the same standard as DataFix protects its own most sensitive Confidential Information and, in any event, to at least the standard required by applicable Laws.

5.5 If either Party becomes aware of or reasonably suspects that there has been any unauthorized or improper access to, use or disclosure of any of the Personal Information (a "Security Incident"), such Party will notify the other Party forthwith and, take all reasonable steps to mitigate the Security Incident.

5.6 Without limiting any other provision in this Agreement regarding the security of information, DataFix shall have in place reasonable policies, procedures, and safeguards to protect the confidentiality and security of the Personal Information. DataFix shall ensure the physical security of the Personal Information by making all reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, loss, or modification.

6.0 CONFIDENTIALITY

6.1 Each Party may use the Confidential Information of the other Party only in the performance of this Agreement, and for no other purpose. Each Party may disclose Confidential Information of the other Party (the "Disclosing Party") to its affiliates, and to its and its affiliates' directors, officers, employees, technical personnel, advisors, consultants, service providers, agents, attorneys, reinsurers, and accountants (collectively, "Representatives") as necessary to carry out this Agreement. Each Party agrees that it will disclose such information only to those of its Representatives with a need to know such information for the purposes described herein and each Party agrees to inform its Representatives of the confidential nature of the Confidential Information, to cause such Representatives to observe the terms of this Agreement, and to be responsible for breach of the obligations by such Representatives. For the avoidance of doubt, Representatives of each Party who do not receive or have access to any Confidential Information hereunder will not be bound by or subject to the terms of this Agreement. In addition, neither Party hereto will send nor make available any Confidential Information to a third party not described under this Agreement without first obtaining prior written approval from the other Party.

6.2 Any Party that is legally requested or required to disclose any of the Confidential Information of the Disclosing Party, whether in connection with a judicial, administrative or regulatory proceeding in which it or a partner, officer, director, employee or affiliate is

involved or as requested or required by regulatory authority or otherwise by law, will provide the Disclosing Party with prompt notice prior to disclosing any Confidential Information, unless such notice is prohibited by law or the rules governing the process requiring such disclosure and prior notice will be required only if reasonably practicable, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the other Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is advised by legal counsel is legally required to be disclosed and will exercise its commercially reasonable efforts to obtain reliable assurance, at the other Party's expense, that confidential treatment will be accorded the Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary in this Agreement, in no event shall this Agreement require receiving party to act in contravention of any legal process, regulatory proceeding or from complying with any law or regulation.

6.3 Upon termination of this Agreement for any reason, DataFix and Client will each, at its option, promptly destroy or return to the other, upon any written request, any and all Confidential Information relating to the other Party in their possession, or in the possession of any of their affiliates, including any copies, reproductions, summaries, analyses or extracts thereof, whether in written or electronic media; provided, however, that neither Party shall be obligated to return or destroy any such information that may be contained in its electronic back-up systems, and each Party may retain copies of the other's Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its corporate record retention practices, for legal or regulatory purposes. An officer of the receiving party destroying or returning such Confidential Information shall certify to the Disclosing Party that such return or destruction has taken place, and that all Confidential Information disclosed by Disclosing Party has been so destroyed or returned. Notwithstanding anything in this Section 6.3, certain incidental Confidential Information or information derivative of it that is generated by the DataFix system in the course of performing the Services and that is too embedded within DataFix's data files to be readily extracted under this Section may be retained indefinitely by DataFix provided that DataFix uses that information solely for the internal purpose of operating its systems and generating data analytics for internal use, and provided that DataFix continues to treat such Confidential Information in accordance with the confidentiality provisions of this Agreement.

6.4 Subject only to the express provisions of this Agreement, as between the Parties each Party is and will be the exclusive owner of all Confidential Information of said Party and all Intellectual Property Rights therein. Client agrees that as between the Parties, DataFix owns all Intellectual Property Rights that form part of the Services including, without limitation, VoterView and any DataFix branding used in relation thereto. DataFix agrees that as between the Parties, Client owns all Intellectual Property Rights that form part of a Client Data. This Agreement is not a contract of work for hire for the development of

intellectual property, and any updates, modifications, upgrades, or revisions that DataFix makes to the Service, VoterView or any of its technology or other information systems shall, as between the Parties, be the property of DataFix.

6.5 The confidentiality obligations set out in this Section 6.0 are in addition to DataFix's obligation to comply with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c. M.56, all other applicable privacy and personal information laws and any other security and privacy obligations set out in this Agreement.

6.6 DataFix will not use or reproduce Confidential Information from Client other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the Client given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Client Confidential Information to any person, except to only those of its own employees who have a need to know such information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

6.7 This Section 6.0 shall survive the expiration or earlier termination of this Agreement.

7.0 HOSTING

7.1 DataFix uses a hybrid solution for the hosting of the Application that consists of a mix of DataFix colocation hosting environments and Azure cloud-based hosting services. All datacenters are located within Canada and at no time will any Data be stored outside of Canada.

7.2 All data that flows in and out of the hosting locations and all data at rest is strongly encrypted and otherwise protected against access by, or disclosure to, any non-authorized party.

7.3 A disaster recovery (DR) site containing a regularly updated copy of the Data will be maintained by DataFix. The DR site can be quickly activated and is fully capable of scaling to meet high demand. Data backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Data backups will be performed by DataFix no less frequently than every sixty (60) minutes.

7.4 DataFix will ensure that the data center and servers containing the Data meets the following physical and electronic security requirements:

a) single point of entry;

b) main access monitored with additional access for emergency purposes only;
c) access validation with identity check;
d) access only to persons on DataFix approved access list;
e) log-in validation;
f) creation of accounts only as verified by DataFix;
g) access to servers via encrypted means; and
h) servers running behind secure firewalls.

8.0 WARRANTIES

8.1 DataFix represents and warrants the following which shall remain true and accurate until the expiration or effective termination of this Agreement:

a) DataFix shall take all reasonable steps to ensure all computer and telecommunications hardware and software are operational 24 hours a day, 7 days a week;

b) DataFix has full right, power, and authority to enter into this Agreement and to perform its obligations under it;

c) DataFix is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;

d) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;

e) DataFix has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;

f) DataFix is not a party to, or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default.

8.2 Each Party additionally warrants to the other Party that it will comply with all applicable laws and regulations, including those related to privacy, that may apply to the activities contemplated herein or in association herewith.

8.3 EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED

REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.0 OWNERSHIP OF INFORMATION

9.1 As between the parties, DataFix will, and does retain all rights, titles, and interests (including, without limitation, all Intellectual Property Rights) associated with its products and services, specifically including VoterView and any modifications and derivatives to it.

9.2 The Client Retains Control over the Data: The Client is only transferring physical custody of the Data to DataFix, not control of that information, and the authority over the use, disclosure, access, destruction, and integrity of the Data remains with the Client.

9.3 While this Agreement is in effect, and at all times thereafter, DataFix and any officers, employees, or agents of DataFix shall not use, publish, or disclose any information, data, research, documents, photographs, or materials discovered or produced by DataFix in the performance of this Agreement without first obtaining written permission from the Client.

9.4 Any materials, and supplies provided by the Client to DataFix for use in the performance of this Agreement shall remain the property of the Client and shall be returned to the Client upon request.

10.0 TRAINING AND SUPPORT

10.1 Training: DataFix shall provide the following to the Client as part of the Contract Price set out in this Agreement:

a) a training environment;
b) training on all the Application functions and features through the on-line Webinar facilities;
c) on-line help facilities;
d) user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library);
e) webinars;
f) web collaboration for screen interaction and telephone for voice communication;
g) online and video-based demo;
h) training and support from time to time during the term of this Agreement (i.e., be available to answer questions via email and telephone; and
i) GoToMeetings as needed

10.2 Customized Onsite Training: DataFix can provide customized on-site training at a rate of $2,000.00 per day plus applicable taxes.

10.3 Support: As part of the Contract Price in this Agreement, DataFix shall provide the following support services to the Client, where issues can be resolved usually within 24 hours.

a) E-Mail Support shall comprise of e-mail access and response:
E-Mail link to DataFix support team at support@voterview.ca

b) Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 ext. 249.

c) DataFix's normal business hours are from 8:00 AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.

d) During the critical election period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail, or email.

e) DataFix will provide advice and support prior to the advance voting period, with the guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

11.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

11.1 The Client acknowledges that DataFix may have other services available for use by the Client that are not set out in this Agreement and are not included in the Contract Price. These additional services are listed in Schedule "A" attached to this Agreement. The parties agree that the request, provision, and responsibility for payment of any such additional services that may be delivered by DataFix to the Client shall be authorized only by way of submitting a written Change Order Request. A sample is attached to this Agreement as Schedule "B".

11.2 No oral agreements between persons will be binding on either DataFix or the Client unless and until a Change Order Request has been approved, and until such approval has been received, each Party will continue to perform its obligations under the Agreement as if the change had never been proposed.

11.3 Upon receipt of the fully executed Change Order Request, DataFix will be authorized to commence the Change.

11.4 Despite any other provision in this Agreement, Change Order Requests signed by both parties shall be deemed to be duly authorized amendments to the Agreement.

12.0 TERM OF AGREEMENT

12.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2022.

12.2 Subsequent Agreement/Early Renewal Option. Notwithstanding Section 12.1, in the first quarter of 2023, DataFix, will provide the Client the option to enter into a new Agreement which will provide continuity of services between this agreement and a new agreement. The Client will continue to have full access to VoterView until such time when the early renewal option offer is declined. At such time, all the data in VoterView will be permanently deleted.

13.0 DATA DESTRUCTION

13.1 Until such time as the Client makes a request in writing to DataFix to delete and destroy the Data, DataFix will continue to store the Client's Data.

13.2 At the Client's request to delete and destroy all the Data, DataFix will permanently and securely delete and destroy the Data and all associated records in its possession.

13.3 This deletion will be performed in a manner that is appropriate for the types of media involved so that the Data or any portion of it cannot be retrieved, accessed, or used by DataFix for any other purpose. After complying with this provision, DataFix shall deliver to the Client a declaration in writing confirming the deletion and destruction of the Data and all associated records.

14.0 FEE AND PAYMENT TERMS

14.1 In consideration for the Services and other obligation to be performed by DataFix under this Agreement, the Client will pay DataFix a fee of $6,650, plus applicable taxes (collectively, the "Contract Price").

The Parties acknowledge and agree that the Contract Price is the payment required to be made by the Client to DataFix for the purchase of its authorization for the use of VoterView and of the Services as set out in this Agreement, subject always to additional services which may be required pursuant to Section 11.0.

14.2 The Contract Price includes the following:

a) VoterView List Management $5,900
b) Activation setup fee $750

Additionally, the Client agrees to pay DataFix any additional fees for additional services obtained through the Change Order Request process described in Section 11.0.

14.3 The Client agrees to pay DataFix all fees due and payable to DataFix, including the Contract Price described in Section 14.0, at the times and in the manner as further detailed in this Section 14.0.

a) Where fees are quoted net of tax, any taxes applicable to the provision of such Services shall be added and the Client agrees to pay all sums when due and payable, including applicable taxes.

b) The Contract Price due and payable to DataFix pursuant to section 14.1 follows, and DataFix will send an invoice to the Client per the payment schedule below:

c) Payment 1 $3,700 plus applicable tax within 20 days of receipt of a signed Agreement

d) Payment 2 all of the remaining balance of the $2,950 plus applicable tax in May 2022

14.4 NO LATE PAYMENT

a) Payment term is net 30 days from date of DataFix invoice. Late payment is a default by the Client under this Agreement.

b) Any fee or portion thereof not paid on the date on which it is payable shall bear interest after the due date at the interest rate of 1.5%, calculated and payable monthly, not in advance, both before and after default, with interest on overdue interest at the aforesaid rate.

15.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

15.1 DataFix hereby agrees to indemnify and save harmless the Client, its agents, contractors, and employees from and against any losses, liabilities and expense reasonably incurred by the Client that arise out of a breach by DataFix of this Agreement (including, without limitation, a breach of any of the confidentiality, security, and privacy provisions of this Agreement) by DataFix, or its employees, contractors, or agents.

15.2 Except for Section 5 (data breach) and Section 6 (confidentiality), in all other instances, neither party shall be liable for any loss of profits, loss of business, or any other indirect, incidental, punitive, special, or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in the contract, negligence, or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

15.3 This Section 15.0 will survive the expiration or termination of this Agreement.

16.0 TERMINATION

16.1 The Client may terminate this Agreement, without penalty but upon written notice to DataFix, where the Provincial Government changes the Client's governance structure such that the Client will not be conducting its municipal election. For greater clarity, the annual fee paid to DataFix in the year of termination is non-refundable, for any reason.

16.3 The Client may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the Client. DataFix may terminate this Agreement if Client is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by DataFix.

16.4 The Client may terminate this Agreement immediately if DataFix:

a) ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;

b) makes or purports to make a general assignment for the benefit of creditors;

c) shall institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy or should any proceeding under any such statute or otherwise be instituted against DataFix.

16.5 This Agreement may be terminated where the Parties have mutually agreed to terminate this Agreement, in writing signed by both Parties.

17.0 GENERAL

17.1 Governing Law. The Parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein. Each Party represents and warrants to the other Party that, as of the Effective Date, it has full power and authority to enter into and provide the Services set out in this Agreement.

17.2 Independent Contractors. The Parties will perform their obligations under this Agreement as independent contractors. Nothing herein will be construed to place DataFix or Client in a relationship of fiduciaries, principal and agent, partners, or joint venturers, and neither Client nor DataFix will have the power to obligate or bind the other in any manner whatsoever.

17.3 Excusable Delay. A delay in the performance by a Party of any obligation under this Agreement that is caused by an event that is: (i) beyond the reasonable control of the Party, (ii) could not reasonably have been foreseen by the Party, (iii) could not reasonably have been prevented by means reasonably available to the Party, and (iv) occurred without the fault or neglect of the Party, will be considered an "Excusable Delay" if the delaying Party advises the other Party of the occurrence of the delay or of the likelihood of the delay as soon as the delaying Party becomes aware of it. The delaying Party must also advise the other Party, within 5 days, of all the circumstances relating to the delay and provide to the other Party for approval a clear work around plan explaining in detail the steps that the delaying Party proposes to take in order to minimize the impact of the event causing the delay. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for 10 days or more, the other Party may, by giving notice in writing to the delaying Party, terminate this Agreement. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay.

17.4 No Third-party Beneficiaries. The Parties are the only Parties to this Agreement and no other person has any rights or obligations under it.

17.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace the original provision with a valid and enforceable provision that will achieve, to the extent possible, the same purposes of the original provision. The balance of this Agreement shall be enforceable in accordance with its terms.

17.6 Remedies Cumulative. Unless otherwise expressly stated herein, the rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

17.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the Parties with respect thereto, whether

written or oral, and whether made prior to or during the Term. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties other than as expressly set out in this Agreement.

17.8 Consent to Injunctive Relief. Each Party acknowledges that its failure to comply with the provisions of this Agreement relating to Confidential Information, intellectual property and non-solicitation may cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of such provisions. Nothing in this Section will be construed to limit the right of a Party to obtain injunctive relief in any other circumstance in which it may be otherwise entitled to such relief.

17.9 Time for Performance. When a Party has a right to performance by the other Party or right to terminate this Agreement as of a particular date, that right may be enforced or exercised notwithstanding any principles of equity, and the Party will be entitled to that performance or to terminate this Agreement on or after such date.

[the remainder of this page left intentionally blank; the next page is the Signature Page]

17.10 Currency. Except where otherwise expressly provided, all references to currency herein are to the lawful money of Canada.

17.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

COMPRINT SYSTEMS INCORPORATED (doing business as DataFix):

By: _____ Hortense L. Harvey
Signature Print Name

National Director, Client Services
Print Title

TOWN OF FORT FRANCES:

By: _____ Gabrielle Lecuyer, AOMC
Signature Print Name

Municipal Clerk
Print Title

SCHEDULE A - PROFESSIONAL SERVICES

While most of our clients use the out of the box solution, at times, customization may be required to support specific operational and business processes that are unique to the client.

Any customization or additional Services will require a Change Order Request, as described in section 11 of this Agreement. These additional Services may be subject to additional fees.

These Services include, but are not limited to:

1. Customized onsite training
2. Customizations to any application including but not limited to: VoterView, additional Event Based Functionality: Election Worker Management/Worker Portal; Voting Place Management; Candidate Access Portal: Online Voter Services (OVS); Online Voter Registration
3. Custom data file preparation and processing
4. Custom print files/extracts: creating of custom print files or extract to be used by a third party
5. Bulk data processing/updates
6. Request to load additional data sources to VoterView (data not issued by the provincial authority)
7. Client's Alterations to Election Related Print Products: Alterations are defined as deletions, additions, or other revisions made by the Client to the content/structure of the document, resulting in the preparation of new proofs (*usually after final proof delivery*)
8. Setting up and support of mock elections
9. Mock Unofficial Election Results
10. Custom forms: creating a client specific version of any forms issued by the Ministry of Municipal Affairs, such as EL15, EL37, EL50, etcetera.
11. Significant changes to Voter Card or Voter Letter templates (when printed from VoterView)
12. OVS iFrame Modifications
13. New or modified API calls (OVS)
14. Dashboard Simulations
15. eVoting custom support through third party service providers

SCHEDULE B – CHANGE ORDER REQUEST FORM

CHANGE REQUEST IDENTIFICATION:

MUNICIPALITY NAME:

AND

DataFix

Requestor Information

Requestor Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date of Request: _____

Change Information

Priority Level (circle one): Low Moderate High

Desired Implementation Date: _____

Description of Change: *Provide a brief overview of the change (**requestor**)*		
Reason(s) for Change Requested: *State why this change is required* *What will be the impact if the change is not implemented? (**requestor**)*		
Please do not use the space below.		
Time Required to implement the Change:		
Cost of the Change:		
Impact on Schedule and Staffing: *Identify any impacts on various aspects of the project* (i.e.: Schedule; Scope; Cost; Quality)		
Assessment/Comments:		
Recommendations		
☐ Approved as Requested	☐ Approved with Changes	☐ Rejected
Name and Title	Signature	
Name and Title	Signature	
Date:	Date:	

Schedule C - SERVICE LEVEL AGREEMENT

a) The Application will always be normally available except when essential maintenance is required;

b) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;

c) The availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment;

d) Failures at the firewall or web server level will initiate automatic fail-overs within no more than ten seconds. If a switch is required to the fully functional backup site location the system will be available to all users within five minutes of the original interruption;

c) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;

d) DataFix will notify the Client forthwith of any server/application downtime. A live availability status page for VoterView is available at http://status.voterview.ca

I. DEFINITIONS

Business Days – Monday through Friday, excluding holidays observed by DataFix.

Business Hours – Business Days from 9 am to 5 pm local time.

Emergency Maintenance –Urgent patches or fixes that DataFix needs to apply to, or other urgent maintenance activities that DataFix needs to undertake for, the Services that affects Services availability during Business Hours.

Exclusion –Services unavailability due to: (i) circumstances beyond DataFix's reasonable control, including, without limitation, acts of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving DataFix employees), or any other force majeure event or factors; (ii) any problems caused by systems, hardware or software not provided by DataFix; (iii) interruptions or delays in Services availability resulting from telecommunications or Internet service provider failures outside of DataFix's reasonable control; (iv) access problems resulting from SUBSCRIBER's use of internal, third party or non-DataFix-provided Authorized User authentication mechanisms; (v) any interruption or unavailability resulting from SUBSCRIBER's use of the Services in an unauthorized

or unlawful manner; (vi) any problems resulting from SUBSCRIBER's acts, errors or omissions; and/or (vii) any modifications to the Services made by any party other than DataFix.

Scheduled Maintenance –The provision of Services updates, upgrades, or other modifications.

Schedules Maintenance Window –The window during which Scheduled Maintenance may occur. Such window is anytime outside of Business Hours

II. SYSTEM REQUIREMENTS

The VoterView Application can run on any device that supports the following browsers. DataFix assumes that all necessary software and firmware updates are applied to support the below table. If a vendor ceases development and update support for the software/firmware listed in the table below, DataFix may either cease to support it as well.

Browser	Browser Version(s)
Google Chrome™	Most recent fully released version
Mozilla Firefox™	Most recent fully released version
Microsoft Internet Explorer™	Not supported
Microsoft Edge™	Most recent fully released version
Apple Safari™	Most recent fully released version

III. SUPPORT SERVICES

Email
E-Mails sent to the support email address support@voterview.ca will automatically create new support issues in the DataFix tracking system (which is based on JIRA from Atlassian Software Systems). New support issues are placed in the queue and all support personnel are notified.

Telephone
The support team can also be reached via the elections support line. Live support is provided during business hours. In the event all support personnel are occupied, messages can be left, and those messages will automatically trigger a new support issue in the JIRA tracking system. All DataFix support personnel receive notifications as soon as new support requests are received by JIRA, where the assignment of the request is performed.

After Hours Support
Issues during non-Business Hours will be routed and responded to immediately upon the next business day by the DataFix ticket owner.

Pager Duty
The service is used to provide 24-hour support coverage during critical election periods, but the information shared with PagerDuty is limited to phone numbers for DataFix operations personnel and the contents of the alert message. At no point do those alert messages include any sensitive customer or voters' list information

IV. SERVICE LEVEL AGREEMENT

1. Services Availability

DataFix will use commercially reasonable efforts to provide the Minimum Services Availability for the Services. Notwithstanding the foregoing or anything else to the contrary in this Agreement, the Services will not be deemed to be unavailable due to any Exclusion.

2 Maintenance

DataFix will:

a. perform all Scheduled Maintenance during the Scheduled Maintenance Window.

b. notify Client at least twenty-four (24) hours prior to any Scheduled Maintenance that may affect Services availability during the Scheduled Maintenance Window.

c. use commercially reasonable efforts to notify Client as early as possible prior to any Emergency Maintenance, but in any case, at least within one (1) hour after such Emergency Maintenance has begun.

FORTFRANCES
BOUNDLESS

PURCHASE OF RECORDING SERVERS

ADMINISTRATIVE REPORT

Date: 2022-03-14

From: Jeremy Hughes, Information Technology Manager

To: Committee of the Whole

File Number: 2022-COTW-1005

1. ISSUE

(1) Purchasing recording servers as part of the *Downtown Core Video Surveillance Upgrade* project

2. ADMINISTRATIVE RECOMMENDATION

It is the recommendation of the Information Technology Manager:

THAT Council of the Town of Fort Frances authorize the purchase of recording servers from Dell Technologies at a cost of $93,412.20, including the Town's portion of HST.

3. STRATEGIC IMPACT

Objective 23 of the *Strategic Plan* proposes working with community partners to address social issues more effectively. The *Downtown Core Video Surveillance Upgrade* project addresses community safety concerns by enhancing video surveillance capabilities throughout the downtown core of Fort Frances to support the Ontario Provincial Police's vision for safe communities and a secure Ontario.

4. OPTIONS & ALTERNATIVES

(1) Authorize the purchase of recording servers from Dell Technologies at a cost of $93,412.20, including the Town's portion of HST, and in compliance with a resolution of Council from November 23rd, 2020 detailing *Collaborative Sourcing*.

(2) Deny the purchase of recording servers.

5. HISTORY

On July 23rd, 2021, the Town, in partnership with the Fort Frances OPP, applied to the Ontario CCTV Grant Program.

Resolutions passed by the Police Services Board on July 16th, 2021 and Council on August 9th, 2021 supported this application.

On October 7th, 2021, the Town was notified that it was successful in receiving $170,000 in total funding toward this $340,000 project. The corresponding Transfer Payment Agreement was executed on November 8th, 2021. Funding was received on February 1st, 2022.

On January 31st, 2022, carryover of capital from the 2021 Capital Budget was approved, including the purchase of recording servers for the *Downtown Core Video Surveillance Upgrade* project.

6. ANALYSIS

This purchase is funded through a provincial grant and out of the Modernization Fund. This report is presented directly to Council in an effort to avoid imminent price increases and complete as much procurement as possible for this project within the grant's original time constraints.

As per a resolution of Council from November 23rd, 2020 detailing *Collaborative Sourcing*, quotes have been obtained, without the need for a formal Tender or Request for Proposal, from the following qualified vendors:

- CDW Canada Corp.
- Compugen Inc.
- Dell Technologies

Each vendor has quoted pricing for identically specified recording servers (2x Dell PowerEdge R7515) with storage arrays (2x Dell EMC ME4084). Hardware warranties and software support are included for a period of 5 years.

Dell provided the lowest price, which is less than the budget allocation for this section of the project.

7. CONSULTATION

- OPP for specifications of equipment
- Data centre team provided by the manufacturer

8. SUPPORTING DOCUMENTS

(1) Quotation Analysis

Vendor	CDW	Compugen	Dell
Recording Server	$13,945.12	$11,034.38	$7,176.39
Storage Array	$65,983.12	$58,993.98	$38,458.56
Freight	$0.00	$0.00	$263.34
Unit Price	$79,928.24	$70,028.36	$45,898.29
Subtotal (2 Units)	$159,856.48	$140,056.72	$91,796.58
Town's Payable Tax (1.76%)	$2,813.47	$2,465.00	$1,615.62
Total Quotation Price	$162,669.95	$142,521.72	$93,412.20
Difference from Low Quotation	$69,257.75	$49,109.52	$0.00
Approximate Budget Allocation	$106,000.00	$106,000.00	$106,000.00
Total Quotation Price (13% HST)	$180,637.82	$158,264.09	$103,730.14
Anticipated Delivery Date		2022-05-29	2022-06-08

Town of Fort Frances
Briefing Report

DATE: March 14, 2022
REPORT TO: Committee of the Whole
From: Alyssha Hansma, Human Resources Manager

RE: Standard Operating Procedure: Mandatory Use of Mask or Face Covering with The Corporation of the Town of Fort Frances.

Beginning August 17, 2020, all employees, visitors, and customers were required to wear a mask or face covering upon entering and remaining within closed public spaces in Facilities owned and operated by the Corporation of the Town of Fort Frances.

On March 9, 2022 Dr. Kieran Moore, Chief Medical Officer of Health announced that "with continued improvement in trends, Ontario will remove the mandatory masking requirement for most settings on March 21, with the exception of select settings such as public transit, health care settings, long-term care homes and congregate care settings".

As a result of the aforementioned announcement, effective March 21, 2022, employees, visitors, and customers attending Facilities owned and operated by the Corporation of the Town of Fort Frances will no longer be required to wear masks or face coverings in those settings, and the Standard Operating Procedure related to this requirement will be withdrawn.

Employees, visitors, and customers can continue to opt to wear masks in Facilities owned and operated by the Corporation.

Respectfully Submitted,

Alyssha Hansma
Human Resources Manager

March 14, 2022

Report To: Mayor and Council

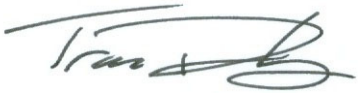
From: Travis Rob, Manager of Operations and Facilities

RE: Request to Operate the Point Park Canteen

At the February 14, 2022 meeting of Council, a letter from Ms. Tasha Wagner was referred to the Operations and Facilities Executive Committee for consideration. Through the week of February 14th Administration reviewed the request and the current condition of the facility analyzing the feasibility of operating it again as an active canteen in the summer of 2022. An administration report was brought forward to the February 23rd meeting of the Operations and Facilities Executive Committee then further to Council February 28th. Once Administration received council direction on the matter, staff cleared the snow from the entry to the building and administration reviewed the condition of the building and developed a listing of works that would need to be completed to prepare costs estimates for Council to consider as unbudgeted capital expenditures to get the facility up and running.

The next steps were to start to work on obtaining pricing for repairs and finalizing the terms to be included in a lease agreement. On March 10, 2022 Administration received correspondence from Ms. Tasha Wagner that after additional research on her part, she would not be able to operate the canteen this summer. Because of this, administration has suspended their work related to the matter.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

2022March14 Point Park Canteen Update

REPORT OF AN INVESTIGATION

INTO A COMPLAINT ABOUT A MEETING

HELD BY

THE TOWN OF FORT FRANCES

ON

JANUARY 10, 2022

PAUL S. HEAYN, CLOSED MEETING INVESTIGATOR
FOR THE TOWN OF FORT FRANCES
March 9, 2022

COMPLAINT

On January 31, 2022, I received a complaint about a council meeting held by the Town of Fort Frances (the "Town") on January 10, 2022. The complainant alleged that council's discussion did not fit within the closed meeting exceptions in the Municipal Act, 2001 (the Act).

JURISDICTION

Under the Municipal Act, all meetings of council, local boards, and committees of council must be open to the public, unless they fall within prescribed exceptions.
As of January 1, 2008, the Act gives anyone the right to request an investigation into whether a municipality has complied with the Act in closing a meeting to the public. Municipalities may appoint their own investigator. The Town has appointed me as the closed meeting investigator for the Town.
In investigating closed meeting complaints, I consider whether the open meeting requirements of the Act and the municipality's governing procedures have been observed.
The Ontario Municipal Act section 239.2 provides eleven (11) general exceptions for having open meetings. The Town used the following exception to hold part of their Jan. 10, 2022 meeting in closed session. The section of the Ontario Municipal Act pertaining to that meeting is as follows:
239 (1) Except as provided in this section, all meetings shall be open to the public.
Exceptions
(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,
(b) personal matters about an identifiable individual, including municipal or local board employees;

INVESTIGATIVE PROCESS

On February 1, 2022, my Office advised the Town that we would investigate the January 10, 2022 meeting of which part of that meeting was closed to the public and provided the Clerk with a copy of the Complaint.
I reviewed relevant portions of the Town's procedural by-law and the Act. I reviewed the meeting agenda, relevant documents, other Closed Meeting Complaint Reports, websites mentioned by the Requester and the minutes from the open and closed sessions of the meeting. I interviewed the Clerk and received full co-operation in this matter.

BACKGROUND

The Requester provided me with the following documents and information:

1. Letter of January 27, 2022 requesting a closed meeting investigation into the Closed Session of Council on January 10, 2022. The letter proposes that the Closed portion of the January 10, 2022 meeting was held to discuss the Requester's letter to Council dated January 5, 2022 in which it is alleged serious misconduct on the part of the Mayor, based on public documents and records.

2. The Requester's letter provided five (5) reasons why the Council discussion ought to have taken place in open session:
   a. The conduct of elected members of Council in the exercise of their roles does not attract closed meeting protection. This is why the Code of Conduct requires that reports from the integrity commissioner be received in open session.
   b. The records related to the Mayor's misconduct were entirely public documents obtained under the Municipal Freedom of Information and Protection of Privacy Act, and I further circulated them to 2 of 3 members of the public upon identifying the Mayor's malfeasance. There was no information at risk of public disclosure.
   c. The subject of my letter is a continuation of a discussion which took place in the open session of Council on November 8, 2021. That discussion was reported in the media, and I enclose herewith a copy of the article which appeared in the Fort Frances Times. While the leaked document was a legal opinion – which would ordinarily attract a closed session discussion – it is self-evident from the November 8, 2021 meeting that discussion of the contents of this document were not germane to the discussion in open session about the leak of this material to a member of the public. There was also no legal counsel present on January 10, 2022 to extend lawyer-client privilege to Council, nor did the matter pertain to litigation or potential litigation.
   d. There was no "personal" matter under consideration concerning the Mayor or any other person, and this is an inaccurate characterization of the business item. Regulators have consistently stated that matters of a professional nature or which relate to the office of elected officials do not make out this section. For instance: • The provincial Ombudsman, in his role as closed meeting investigator for the Township of Emo, has stated that "generally, discussions of a council member's actions in the course of their duties are considered to be of a professional nature and do not fall within the "personal matters" exception": https://canlii.ca/t/jb1g6. • In his role as closed meeting investigator for the Municipality of Temagami, the Ombudsman has reached similar conclusions, stating that "the information must be about individuals in their personal capacity, rather than their professional, official or business capacity": https://bit.ly/3GyPkBv. • Likewise, the Information and Privacy Commissioner has stated that "to qualify as personal information, the information must be about the individual in a personal capacity. As a general rule, information associated with an individual in a professional, official or business capacity will not be considered to be "about" the individual": https://canlii.ca/t/1scqh.
   e. Even if the subject matter of item 10.3 did pertain to "personal information", the Information and Privacy Commissioner has stated that "[t]o qualify as personal information, [the information] must be reasonable to expect that an individual may be identified if the information is disclosed". The individual was already identified publicly and in publicly disclosed records of the municipality. While this exception is not available to Council in these circumstances, this meeting would not have "exposed" her identity.
3. The January 5th, 2022 letter authored by the Requester to Mayor and Council entitled "Leaked Privileged and Confidential Document
4. Letter of December 10, 2021 to the Requester from the Town Clerk providing twenty three (23) documents (emails) requested under the Freedom of Information and Protection of Privacy Act (FIPPA).
5. Newspaper Clipping entitled "Council Votes for Amended Resolution on Leak".
6. Council Minutes Session No. 081 of January 10, 2022.
7. Media article entitled "Fort Frances Mayor Accused of Abusing Her Powers".

I was told that up to the January 10th Council Meeting, the Town was dealing with the leak of a 2019 private and confidential document and legal opinion received from Gowling WLG (Canada) LLP regarding wood rights.

The Clerk sought legal advice about whether council should hold the discussion on the Requester's letter of January 5, 2022 be held in camera or open council at the January 10th, 2022 Council meeting. I was told that the municipality's decision to discuss this matter in closed session was based on the legal advice it received.

THE JANUARY 10TH, 2022 MEETING

Council met for a regular meeting at 5:30 p.m. At 6:24 p.m., council resolved to proceed in camera under the "personal matters" exception (s.239(2)(b)).
At the beginning of the meeting of January 10th, 2022, the minutes record Mayor Caul declaring a conflict of interest relating to a closed session item 10.3.

Item 10 and Resolution #861:

861. Wiedenhoeft-Behan: Mayor Caul declared a conflict on item 10.3. Councillor Hallikas assumed the Chair and called the motion.
Recorded vote called by Councillor Judson
THAT Council now meet in-camera in order to address a matter pertaining to:
3.Personal matters about an identifiable individual, including municipal or local board employees: Correspondence from the general public raising personal matters about an identifiable individual.

NAME	YEA	NAY	DISLCLOSURE OF INTEREST	ABSENT
M. BEHAN	X			
W. BRUNETTA	X			
J. MCTAGGART	X			
A. HALLIKAS	X			
D. JUDSON		X		
R. WIEDENHOEFT	X			
J. CAUL			X	

CARRIED

Item 11. Public Session Resumes: at 7:54 P.M. and Resolution #864

864 McTaggart-Brunetta: Councillor Hallikas assumed the Chair.
THAT the Municipal Council of the Town of Fort Frances is very concerned with the unauthorized release of confidential information by the Mayor and hereby formally calls upon the Mayor to issue a public apology for her action on this matter in writing AND FURTHER THAT training be provided to the Mayor and Council on protecting the confidentiality of the Corporation.

CARRIED

ANALYSIS

In analyzing the validity of conducting Council business in closed session, I first considered the reasons provided by the Requester that suggests that the January 10th Council session item 10.3 must take place in open session. Those points that the Requester makes are:

1. The conduct of elected members of Council in the exercise of their roles does not attract closed meeting protection.
2. The records related to the Mayor's misconduct were entirely public documents obtained under the Municipal Freedom of Information and Protection of Privacy Act, and I further circulated them to 2 of 3 members of the public upon identifying the Mayor's malfeasance. There was no information at risk of public disclosure.
3. The subject of my letter is a continuation of a discussion which took place in the open session of Council on November 8, 2021. That discussion was reported in the media, and I enclose herewith a copy of the article which appeared in the Fort Frances Times.
4. There was no "personal" matter under consideration concerning the Mayor or any other person, and this is an inaccurate characterization of the business item. Regulators have consistently stated that matters of a professional nature or which relate to the office of elected officials do not make out this section. For instance: • The provincial Ombudsman, in his role as closed meeting investigator for the Township of Emo, has stated that "generally, discussions of a council member's actions in the course of their duties are considered to be of a professional nature and do not fall within the "personal matters" exception": https://canlii.ca/t/jb1g6. • In his role as closed meeting investigator for the Municipality of Temagami, the Ombudsman has reached similar conclusions, stating that "the information must be about individuals in their personal capacity, rather than their professional, official or business capacity": https://bit.ly/3GyPkBv. • Likewise, the Information and Privacy Commissioner has stated that "to qualify as personal information, the information must be about the individual in a personal capacity. As a general rule, information associated with an individual in a professional, official or business capacity will not be considered to be "about" the individual": https://canlii.ca/t/1scqh.
5. Even if the subject matter of item 10.3 did pertain to "personal information", the Information and Privacy Commissioner has stated that "to qualify as personal information, [the information] must be reasonable to expect that an individual may be identified if the information is disclosed". The individual was already identified publicly and in publicly disclosed records of the municipality. While this exception is not available to Council in these circumstances, this meeting would not have "exposed" her identity.

In addition, I sought to understand the Municipalities reasons why they chose to place Item 10.3 in camera instead of in the open portion of the January 10, 2022 meeting. It was a very difficult decision for the Staff as they understood that the Ombudsman has ruled in several similar complaints that if a Mayor or Councillor is acting in their professional capacity the matter would be discussed in open session. So, a legal opinion on the Requester's letter of January 5, 2022 was sought because Staff knew the probability of receiving a complaint in subsequent days would be a strong possibility. The Staff are aware that if a Code of Conduct Complaint were to be received, the Integrity Commissioner's investigation is confidential up until Council deals with any recommendations coming from that complaint. The question is, does the individual have the right to privacy during the discussion up until Council decides on the sanctions – if any. Staff considered if the rule of procedural fairness prevails because up to the point of the Meeting Item 10.3, the Mayor was not identified as the guilty party to the leaked document. In addition, Council did not have a copy of the documents that were obtained through Freedom of Information and Protection to Privacy Act (FIPA). Those documents are subject to

solicitor/client privilege. The Requester's letter had some pretty serious accusations in it so an independent solicitor opinion was sought. The solicitor reminded Staff that placing correspondence from members of the public and publishing it on the Town's Council Agenda, in accordance with the Procedural By-law, that they could be enabling defamation and libeling an individual which could bring legal action against the Municipality. The Deputy Mayor reached out to the Mayor who advised him that she would be reaching out to her solicitor for advice. The Deputy Mayor was attempting to figure out what the Requesters January 5th letter was all about. There were assumptions that the Mayor was guilty of the leak but she had not confessed to the breach (until the closed session). Staff was not privy to what Councillors thought about the communication (the Jan. 5th letter), they had to meet to discuss it. In addition, the Clerk could not hide the fact that there were other identifiable individuals other than the Mayor (such as the contributor to the local newspaper who sent articles and requested anonymity).

As for the legal advice that Staff sought, that solicitor's view was that the Letter of January 5, 2022 involves "personal matters" about Mayor Caul. That letter alleges that Mayor Caul knowingly provided the 'newspaper article contributor' with confidential and privileged information of the Town. In addition, the solicitor noted that the Jan. 5th letter cautions that "it is common practice to dismiss public servants for these types of leaks and to refer such matters to police for investigation of the offence of breach of trust by public officer". Because these are serious allegations of a highly personal nature this agenda item easily qualifies for the exception provided by subsection 239(2)(b).

APPLICATION OF THE "PERSONAL MATTERS" EXCEPTION

The question of Open Session or Closed Session is opined by two Solicitors – the Requester and the Solicitor from whom the Staff sought advice. Each has provided opinions that reached conclusions that are at both ends of the spectrum. However, both would probably agree that the numerous rulings that the Ontario Ombudsman concluded in several of his opinion of the Municipal Act subsection 239(2)(b) has been the most used in determining the use of this exemption.

Examples of The Ontario Ombudsman's opinions:

Example #1

Generally, discussions of a council member's actions in the course of their duties are considered to be of a professional nature and do not fall within the "personal matters" exception. However, in some cases information about a person in their professional capacity may still fit within the exception if it reveals something personal or relates to scrutiny of an individual's conduct.

Example #2

In a letter to the Municipality of Temagami, my Office found that council was entitled to discuss a complaint against a member of council in closed session because staff were unsure if the council member was acting in a professional or personal capacity during the incident that gave rise to the complaint.[4] Similarly, in a letter regarding a closed meeting held by the City of Elliot Lake, my Office found that an *in camera* discussion about unproven allegations that a council member had breached confidentiality fit within the "personal matters" exception. In that case, the allegations had not been investigated or made public and constituted personal information about the council member.

Example #3

In the present case, council's discussion about some councillors' alleged email correspondences related to those councillors' professional capacity as members of council. However, the concerns raised touched on information that was speculative, and in one case refuted by the named member of council. The discussion involved scrutiny of these councillors' conduct and the sharing of opinions related to the conduct. Accordingly, this discussion took on a more personal nature and therefore fits within the "personal matters" exception.

Example #4

The personal matters exception applies to discussions that reveal personal information about an identifiable individual. In order to qualify as personal information, it must be reasonable to expect that an individual could be identified if the information were disclosed publicly. The Act does not define "personal matters" for the purposes of the open meeting rules. When reviewing the parameters of the open meeting exceptions, my Office has often considered decisions of the Office of the Information and Privacy Commissioner. Although not binding on our Office, these cases can be informative. The IPC has found that information will only qualify as personal for the purposes of the Act if it:

1) pertains to an individual in their personal capacity, rather than their professional capacity.
2) Information about a person in their professional capacity may still qualify if it reveals something personal about the individual, such as information about job performance.
3) As noted by the Ontario Superior Court of Justice in Ontario (Ministry of Correctional Services) v. Goodis, "if there is reasonable expectation that the individual can be identified from the information, then such information qualifies…as personal information."

PROCEDURAL MATTERS

The minutes for the January 10th closed session are not detailed, and I relied on the Clerk's recollections of the closed meeting.
It should be noted that the minutes are a summary of the discussion and do not reflect every statement made. The Clerk maintained that the discussion included personal matters regarding identifiable individuals, despite the fact that the meeting minutes do not reflect this. Identifiable individuals includes the contributor to the newspaper article who wished to remain anonymous.

REPORT

The Town was given the opportunity to review a preliminary version of this report and provide comments to me.
I received comments from two individuals: 1) the Requester and 2) Council Judson.

1) The Requester:

Conversation with the Requester regarding my Draft Report – March 7, 2022 at 10:00 a.m.

The report, in repeating legal advice that the clerk was given, suggested that the Requester's January 5th letter was defamatory and speculative. The Requester felt that this was interesting because he actually wrote a rather 'matter of fact letter' that just appended the response he received from a municipal freedom of information request. It didn't comment on the inappropriateness of what had happened it really just said in a very matter of fact way, what was already in the public record. The report then touches on the response that almost makes it seem like the Requester had to have some sort of leap of faith to say that this was a legal opinion. The clerk had redacted portions of the response and the

attachments because of 'privilege'. The document and the email itself is a legal opinion so the Requester advised that he did not understand this report, it is not necessarily germane to the issue.
My Reply to the Requester: "No I'm not talking about your legal opinion at all. What I'm concerned about is when not discussed in-camera - the author of the letter to the editor or whatever to the newspaper – would have been disclosed and that disclosure was to be anonymous. That was one of my main concerns here - it has nothing to do with a legal opinion. Your letter laid everything out plainly. So that is not an issue.

The requester advised that the report says that as for the legal advice the Staff sought, that solicitor's view was that the Letter of January 5, 2022, involves personal matters about Mayor Caul. That letter alleges that Mayor Caul knowingly provided the 'newspaper article contributor' with confidential information of the Town. The requester was adamant that that was not true because he never referred to the Mayor as being the article's newspaper contributor. He basically said she gave the article to the 'newspaper contributor' – he said he never used those quotes 'newspaper contributor'. The legal opinion stated that these are serious 'allegations of a highly personal nature' – the Requester does not see how his allegations were a 'personal nature'. The Mayor released the report because she is the Mayor not because she is June Caul private citizen or she has some job outside of being Mayor she received the legal opinion because she is Mayor. She used her Fort Frances account – she forwarded it from her Fort Frances account and the Requester (through a Freedom of Information Request) received it. The Requester said that he received this information from a freedom of information request and he then provided it to the Municipality because of the questions Council had at a previous Council Meeting and in response to the comments Mayor Caul made at that Council meeting. The Requester does not understand what elements of his letter could possibly be construed to be an allegation of a 'personal nature'.

2) Councillor Judson

Councillor Judson sent a Memorandum to all Council, the Clerk, the CAO and myself dated March 7, 2022 entitled Comments on Draft Closed Meeting Investigator's Report. It is a lengthy document and I will not reproduce it here.
I will defer to Council's wishes as to the requests made by Councillor Judson in his Memorandum.

OPINION

The Clerk sought independent legal opinion prior to issuing the Agenda for the January 10th Council Meeting. One of the main points of that opinion centered around the contents of the Requester's January 5th letter in which he states:
"I anticipate that it may be a challenge to decide how to move forward with this information. I note that it is common practice to dismiss public servants for these types of leaks and to refer such matters to police for investigation of the offence of breach of trust by public officer, contrary to section 122 of the Criminal Code of Canada."
The independent solicitor's advice, in my opinion, centred on this paragraph in the Requester's letter i.e. he opined: "*Because these are serious allegations of a highly personal nature this agenda item easily qualifies for the exception provided by subsection 239(2)(b)."*

I do not share the independent solicitor's view that the Requester, in merely expressing his opinion, "easily qualifies" for the exception provided by subsection 239(2)(b) and is of a "highly personal nature". I do agree with the Requester that the Mayor does not enjoy the "personal matters about an identifiable individual exception" under Section (s.239(2)(b)).

However, since the "contributor to the newspaper article" expressed that he/she remain anonymous, Council dealing with this issue in a public forum of the open Council Meeting, would disclose this person' identity as the recipient of the 'leaked document' and the 'contributor to the newspaper'. I feel that revealing this person's name would expose the Town to possible legal issues. For this reason I feel the Town of Fort Frances did not contravene the *Municipal Act, 2001*, when it met in closed session on January 10, 2022. The discussion fit within the "personal matters" exception to the open meeting requirements of the Act.

Paul S. Heayn,
Closed Meeting Investigator

Peter A. Howie
700 Victoria Avenue
Fort Frances, ON P9A 2C8
Email: peterhowie2@gmail.com

January 27, 2022

Paul Heayn
Closed Meeting Investigator
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9
Email: psheayn@drytel.net

Dear Mr. Heayn:

Re: Closed Meeting Complaint Regarding Council of the Town of Fort Frances

Please accept this closed meeting complaint regarding Council of the Town of Fort Frances, submitted pursuant to section 239.2 of the *Municipal Act, 2001*.

On January 10, 2022, Council of the Town of Fort Frances met in-camera to address an item of business described as follows:

> 10.3 Personal matters about an identifiable individual, including municipal or local board employees: Correspondence from the general public raising personal matters about an identifiable individual.

This item of business clearly pertains to correspondence that I submitted to Mayor and Council on January 5, 2022 which provided evidence of serious misconduct on the part of the Mayor, based on public documents and records.

This was an illegal closed session of Council. The item of business was not a "personal matter". It was a matter pertaining to the misconduct of the head of Council, after she was exposed by the productions of a freedom of information request for leaking a privileged and confidential document to her friend and then having previously misled Council about her responsibility for doing so.

It is obvious that this Council discussion ought to have taken place in open session, for several reasons:

1. The conduct of elected members of Council in the exercise of their roles does not attract closed meeting protection. This is why the *Code of Conduct* requires that reports from the integrity commissioner be received in open session.

2. The records related to the Mayor's misconduct were entirely public documents obtained under the *Municipal Freedom of Information and Protection of Privacy Act*, and I further circulated them to

members of the public upon identifying the Mayor's malfeasance. There was no information at risk of public disclosure.

3. The subject of my letter is a continuation of a discussion which took place in the open session of Council on November 8, 2021. That discussion was reported in the media, and I enclose herewith a copy of the article which appeared in the *Fort Frances Times*. While the leaked document was a legal opinion – which would ordinarily attract a closed session discussion – it is self-evident from the November 8, 2021 meeting that discussion of the contents of this document were not germane to the discussion in open session about the leak of this material to a member of the public. There was also no legal counsel present on January 10, 2022 to extend lawyer-client privilege to Council, nor did the matter pertain to litigation or potential litigation.

4. There was no "personal" matter under consideration concerning the Mayor or any other person, and this is an inaccurate characterization of the business item. Regulators have consistently stated that matters of a professional nature or which relate to the office of elected officials do not make out this section. For instance:

    - The provincial Ombudsman, in his role as closed meeting investigator for the Township of Emo, has stated that "[g]enerally, discussions of a council member's actions in the course of their duties are considered to be of a professional nature and do not fall within the "personal matters" exception": https://canlii.ca/t/jb1g6.

    - In his role as closed meeting investigator for the Municipality of Temagami, the Ombudsman has reached similar conclusions, stating that "the information must be about individuals in their personal capacity, rather than their professional, official or business capacity": https://bit.ly/3GyPkBv.

    - Likewise, the Information and Privacy Commissioner has stated that "to qualify as personal information, the information must be about the individual in a personal capacity. As a general rule, information associated with an individual in a professional, official or business capacity will not be considered to be "about" the individual": https://canlii.ca/t/1scqh.

5. Even if the subject matter of item 10.3 did pertain to "personal information", the Information and Privacy Commissioner has stated that "[t]o qualify as personal information, [the information] must be reasonable to expect that an individual may be identified if the information is disclosed". The individual was already identified publicly and in publicly disclosed records of the municipality. While this exception is not available to Council in these circumstances, this meeting would not have "exposed" her identity.

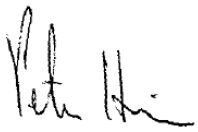
I note that there is also no other exception under section 239 of the *Municipal Act, 2001* which would apply to take this item into closed session. Members of Council are not "personnel" or employees of the municipality, I have no lawyer-client relationship with Council, and my letter to Council neither makes any request of Council or any legal demand for the purpose of establishing "litigation or potential litigation". It seems obvious to me that this item was taken into closed session so that members of Council could attempt to hide the Mayor's gross misconduct and likely violation of the *Municipal Conflict of Interest Act* for failing to disclose her interest on November 8, 2021.

Members of the public were entitled to see how their Council addressed this breach of confidentiality and misconduct by the head of Council and exercised their governance in the public interest. They were denied that right.

In submitting this complaint, I am deeply discouraged at the lack of transparency of Council in considering serious allegations of misconduct and dishonesty by one of its members. It appeared, from the public broadcast of the meeting, that only Councillor Judson understood that this item should not proceeding in closed session, as he called a recorded vote and voted against the resolution to do so. This is reflected in the minutes, a copy of which I have enclosed.

I trust you will fully address these concerns.

Regards,



Peter Howie

Encl. Letter to Mayor and Council, dated January 5, 2022;
Fort Frances Times article, dated November 10, 2021;
Minutes of Council Session, dated January 10, 2022

PETER A. HOWIE
BARRISTER SOLICITOR NOTARY

PO Box 105, Fort Frances, ON P9A 3M5 | Phone: 807-861-0638 | Fax: 807-789-1661 | Email: peterhowie2@gmail.com

January 5, 2022

Mayor and Council
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

Sent via Email (town@fortfrances.ca)

Dear Mayor and Council:

Re: Leaked Privileged and Confidential Document

On August 15, 2021, I made a request to the Town of Fort Frances ["Town"] under the *Municipal Freedom of Information and Protection of Privacy Act* ["MFIPPA"] seeking copies of all written communications between Mayor June Caul and local real estate agent, [redacted] I am now in receipt of those documents and I feel obliged to bring to your attention an email exchange from June 22, 2021 and June 23, 2021.

In this email exchange it appears that Mayor Caul knowingly provided Mr. [redacted] with the confidential and privileged information of the Town which ultimately ended up in the possession of the Fort Frances Times and referred to in the paper's October 27, 2021 publication.

I have not seen the exact document that was forwarded to Mr. [redacted] because it was redacted by the Clerk on the basis of containing lawyer-client privileged information. However, it is clearly indicated to be a legal opinion prepared by Gowling WLG (Canada) LLP on the Crossroute sustainable forest license. A copy of the MFIPPA response with the relevant record is enclosed.

I feel it is necessary to bring this to your attention for the following reasons:

1. The integrity of Town staff, advisors, and other members of Council has been impugned by suggestions from some people that they are responsible for the leaked information;
2. At the November 8, 2021 meeting of Council, Mayor Caul stated that "there were several others who were privy to this information as well, so we cannot just assume it was one of our members of Council"[1];
3. At the November 8, 2021 meeting of Council, various councillors voiced concern about the unauthorized disclosure of this legal opinion; and,

[1] Please note that this is a direct quote that I have verified from an audio recording of the meeting. This quote was also published in the November 10, 2021 edition of the Fort Frances Times.

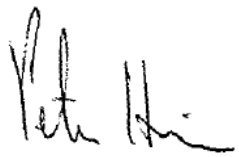
4. As I understand it, Council is awaiting input from the Integrity Commissioner on how he can assist in identifying the source of the leak.

I hope that in bringing these documents and records to your attention that I have assisted the Town in avoiding the costs of an investigation by the Integrity Commissioner.

I anticipate that it may be a challenge to decide how to move forward with this information. I note that it is common practice to dismiss public servants for these types of leaks and to refer such matters to police for investigation of the offence of breach of trust by public officer, contrary to section 122 of the *Criminal Code of Canada*.

On a final note, it is quite puzzling why Mr. [redacted] receives so much special treatment from the Town. This is reflected throughout the documents I have obtained and the communications between the Mayor and former members of administration.

Sincerely,



Peter Howie

Encl. December 10, 2021 Letter from G. Lecuyer to P. Howie re MFIPPA 2021-05 request; Document #16 attached to the December 10, 2021 letter.

C. Members of Council, *sent via email (jcaul@fortfrances.ca, ahallikas@fortfrances.ca, wbrunetta@fortfrances.ca, jmctaggart@fortfrances.ca, djudson@fortfrances.ca, rwiedenhoeft@fortfrances.ca, mbehan@fortfrances.ca)*;
Gabrielle Lecuyer, Municipal Clerk*, sent via email (glecuyer@fortfrances.ca)*;
Faisal Anwar, Chief Administrative Officer, *sent via email (fanwar@fortfrances.ca)*

Administration & Finance Division
Planning & Development Division
Phone: (807)274-5323
Fax: (807)274-8479

Mailing Address for All Divisions:
320 Portage Avenue
Fort Frances, ON
P9A 3P9

FORTFRANCES
BOUNDLESS

Operations & Facilities Division
Phone: (807)274-9893
Fax: (807)274-7360

Community Service Division
Phone: (807)274-4561
Fax: (807)274-3799

Email: town@fortfrances.ca
www.fortfrances.ca

December 10, 2021

Submitted by Email: peterhowie2@gmail.com

Peter Howie
PO Box 105
Fort Frances, ON
P9A 3MS

CONFIDENTIAL
Re: MFIPPA 2021-05 request for general records

Dear Mr. Howie:

In summary: On August 16, 2021 the Town of Fort Frances received your request for general records relating to:

1. Copies of all written communications and records between Mayor June Caul and [redacted] between the dates of January 1, 2021 to August 15, 2021.

Following a notice of extension submitted to you by email on November 12, 2021 due to the fact that there was a change in staffing within the Clerk's office for the period of August 2021 to October 27, 2021, that there was a large volume of records that must be searched and reviewed in order to respond to your request and to conduct consultations with external parties. As such you were advised that a response would be provided by December 13, 2021.

This letter is to provide the final decision of the request. After reviewing all the above information my office approves granting disclosure in part of documents retrieved per the provisions outlined in the MFIPPA as detailed below with a total of 23 records relating to the above mentioned as follows:

1. Email Caul – [redacted] (Tichbornes), July 25, 2021 severed per the provision of section 14 (1) personal privacy
2. Email Caul – [redacted] (Tichbornes), July 12, 2021 severed per the provision of section 14 (1) personal privacy

3. Email Caul – [redacted] (Tichbornes), July 8, 2021 severed per the provision of severed per the provision of section 14 (1) personal privacy
4. Email Caul – [redacted] (Tichbornes), July 8, 2021 (attachments)
5. Email Caul - [redacted] (Tichbornes), July 8, 2021 severed per the provision of section 14 (1) personal privacy
6. Email Caul – [redacted] (Tichbornes), July 8, 2021 (attachments) and exempt one attachment per Section 12
7. Email Caul – [redacted] (Tichbornes), June 22, 2021 Exempt per the provision of section 12 – Solicitor-client privilege

8. Exempt per the provision of section 12- Solicitor-client privilege
9. Email Caul – [redacted] (Tichbornes), June 9, 2021 severed per the provision of section 14 (1) personal privacy
10. Email Caul – [redacted] (Tichbornes), June 6, 2021 severed per the provision of section 14 (1) personal privacy
11. Email Caul – [redacted] (Tichbornes), June 1, 2021 (attachments) is the final report re crossroute forest to be release?
12. Email Caul - [redacted] (Tichbornes),May 31, 2021 severed per the provision of section 14 (1) personal privacy
13. Email [redacted] (Tichbornes) – Caul, July 25, 2021 (attachments) severed per the provision of section 14 (1) personal privacy
14. Email [redacted] (Tichbornes) – Caul, July 19, 2021
15. Email [redacted] (Tichbornes) – Caul, July 12, 2021
16. Email [redacted] (Tichbornes) – Caul, June 23, 2021 section 12- Solicitor-client privilege
17. Email [redacted] (Tichbornes) – Caul, June 22, 2021 section 12- Solicitor-client privilege
18. Email [redacted] (Tichbornes) – Caul, June 16, 2021 severed per the provision of section 14 (1) personal privacy
19. Email [redacted] (Tichbornes) – Caul, June 15, 2021
20. Email [redacted] (Tichbornes) – Caul, June 10, 2021
21. Email [redacted] (Tichbornes) – Caul, June 6, 2021 severed per the provision of section 14 (1) personal privacy
22. Email [redacted] (Tichbornes) – Caul, May 31, 2021 severed per the provision of section 14 (1) personal privacy
23. Email [redacted] (Tichbornes) – Caul, May 31, 2021

The actual fee for processing your request is $240.00 plus HST $31.20 for a total of $271.20. The breakdown for your fee is as follows:

$90.00 for search time based on 3 hours of time @ $7.50 per quarter hour;
$150.00 for records preparation based on 5 hours of time @ $7.50 per quarter hour;

I trust you will be satisfied with the final decision, but you should be advised that you have the opportunity to appeal to the Information and Privacy Commissioner to review this decision and fee within thirty days from the date of this letter. The appeal fee is $25.00 (for general record requests) OR $10.00 (for personal information requests), payable by cheque or money order to the Minister of Finance and must be included with your correspondence. The address is:

Registrar Information and Privacy Commissioner/Ontario
1400-2 Bloor Street East

Toronto, Ontario
M4W 1A8

Please do not hesitate to contact me at (807) 274-5323 Ext: 1215 if you require further assistance or have any questions.

Your truly,

Gabrielle Lecuyer, AOMC
Clerk
Enclosures

Gabrielle Lecuyer

From: Tichbornes <admin@tichbornes.com>
Sent: Wednesday, June 23, 2021 9:49 AM
To: June Caul
Subject: [External] RE: Resolute FP - Questions on Crossroute SFL

[EXTERNAL]

Morning June,

I have gone through this opinion in detail and would like to bring the following to your attention.
: This opinion recognized that the 2016-17 Annual Report indicated a 2017 IFA was done but was not public.
The opinion is based on the last public IFA of 2007-2012. Tannis or Doug B. should have recognized the permanent closure of the mill would be reflected in the 2017 IFA
And that this audit opinion would be material to the questions asked.

I now realize why know one on Council is paying any attention to my position- this legal opinion circulated by Doug B. that I am still at it and wanted to re-circulate this opinion as Big David would
Likely approach them. I am the È bad guy È.

Thanks June have to run.

Dave

David Kircher
Broker of Record
Tichbornes Real Estate
576 Scott Street
Fort Frances, ON P9A1H4
Ph: 807-274-3221 Fax: 807-274-4119
Cell Ph: 807-275-7844 Toll Free: 800-263-3221
www.tichbornes.com

TICHBORNES
REAL ESTATE • BROKERAGE
807·274·3221

From: June Caul [mailto:jcaul@fortfrances.ca]
Sent: June-22-21 2:07 PM
To: admin@tichbornes.com
Subject: FW: Resolute FP - Questions on Crossroute SFL

I found this in my myriad of emails. Thought you'd want to see this

From: Doug Brown <dbrown@fortfrances.ca>
Sent: February 18, 2021 7:36 AM
To: June Caul <jcaul@fortfrances.ca>; John McTaggart <jmctaggart@fortfrances.ca>; Michael Behan <mbehan@fortfrances.ca>; Douglas Judson <djudson@fortfrances.ca>
Subject: FW: Resolute FP - Questions on Crossroute SFL

Hi All, I see that David Kircher will not let it go. I thought it would be wise to recirculated the legal opinion we received back in January of 2019 from Gowling WLG. I would expected that one of you will be contacted by Big David in the near future. 😉

Douglas DC Brown P Eng
CAO
Town of Fort Frances
807-274-5323 Ext 1213
Cell 807-275-9755

From: Tannis Drysdale <tannis@tannis-drysdale.com>
Sent: Saturday, February 2, 2019 3:19 PM
To: Doug Brown <dbrown@fortfrances.ca>; Douglas Judson <djudson@fortfrances.ca>; Andrew Hallikas <hallikas@shaw.ca>; John McTaggart <jmctaggart@fortfrances.ca>; June Caul <jcaul@fortfrances.ca>
Subject: Fwd: Resolute FP - Questions on Crossroute SFL

Initial Letter
Please note that following a call mid week with Gowlings, [redacted]
Thank you,
Tannis

------- Forwarded message ---------
From: **Bear Robe, Kennedy A.** <Kennedy.BearRobe@gowlingwlg.com>
Date: Tue, Jan 29, 2019 at 2:00 AM
Subject: Resolute FP - Questions on Crossroute SFL
To: Tannis Drysdale <tannis@tannis-drysdale.com>, Douglas Judson <djudson@fortfrances.ca>
Cc: Seaman, Paul <Paul.Seaman@gowlingwlg.com>, Brown, Keith <Keith.Brown@gowlingwlg.com>

Hi Tannis, Douglas –

With apologies for the delay, please find attached our draft memorandum regarding Resolute's Crossroute SFL and the Fort Frances mill.

We would be happy to discuss these issues with you further before finalizing. In this regard, should we schedule a call to discuss further? Additionally, we look forward to discussing the finalization process, timing considerations and current scope (Competition Act currently not scoped in).

Thank you for referring these interesting questions to us.

Best,

Kennedy

Kennedy Bear Robe
Associate - Environmental and Indigenous Resource Law
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M +1 604 355 5989
kennedy.bearrobe@gowlingwlg.com

My Assistant: Miriam Bird
T +1 604 443 7629
miriam.bird@gowlingwlg.com

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Indigenous Law Firm of the Year The Best Lawyers in Canada 2019

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Tannis Drysdale
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Fort Frances, ON P9A 1Z2
807 274 9621
tannis@tannis-drysdale.com

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Council votes for amended resolution on leak

By Merna Emara
Staff Writer
memara@fortfrances.com

The Town of Fort Frances council voted against a resolution brought forward by Coun. Douglas Judson to have the integrity commissioner carry out a technological investigation to find the source of a leaked document provided to the Times.

Instead, four council members and Mayor June Caul voted to seek advice on policy suggestions from the integrity commissioner, since the protocol requires that a specific individual be named as the respondent.

In a recorded vote, Judson voted against the amended resolution. Coun. Wendy Brunetta was not at the meeting.

While five council members agreed that they do not support the leak of the document, they did not support an investigation by the integrity commissioner. However, they questioned the possibility of conducting the investigation in-house.

The document in question, provided to the Times in confidence, was the legal opinion the town sought from Gowling WLG (Canada) LLP on wood rights.

After the article's publication on Oct. 27, Judson initially asked the town's CAO Faisal Anwar to conduct an investigation to find the source of the leak.

"Council did not authorize the release of those materials,"

See "Judson" A2

Council passes resolution requesting direction from Integrity Commissioner

More from A1

Judson said. "Regardless of whether members of council or the public feel that the document in question should have been made public."

However, Anwar said the administration has no authority to investigate elected officials, and helped Judson draft a resolution to have the integrity commissioner investigate the source of the leak.

Coun. Mike Behan also said it is best to not leave this in administration's hands when they are not supposed to be dealing with it.

"I can agree with the initial recommendation to take this to the integrity commissioner just to see if this is in fact something he can look at," Behan said. "I'm not sure if he will or can or should."

Coun. Andrew Hallikas also said he is not convinced that this needs to go to the integrity Commissioner, agreeing with Coun. John McTaggart on having an internal investigation.

"I feel that if we involve the integrity commissioner again it could be a distraction and an expense to council," Hallikas said. "I certainly would have no problem whatsoever with some sort of internal technological investigation."

Coun. Rick Wiedenhoeft also said while he firmly supports the Code of Conduct and the duty of our members to uphold the confidentiality of privileged material, going to the integrity commissioner will be a waste of time and money which will "ultimately accomplish nothing for the town, when we have so much more important work to do."

Caul said she does not condone the leak to the press.

"We as councillors are well-versed in how we must present ourselves in the job we have been elected to do," Caul said. "There are several others who were privy to this information as well. So we cannot just assume it was one of our members of council."

Caul also suggested having the clerk ask council to meet and review the Code of Conduct and how council should handle themselves. She added that this could be an in-house learning opportunity.

While Anwar said it is not possible for him to investigate council members, he explained to council members that they have already begun an internal technological investigation on staff members, but they have not concluded anything thus far.

"As soon as we receive more information we will share it with council," Anwar said.

TOWN OF FORT FRANCES

MINUTES SESSION NO. 081 January 10, 2022

The meeting of Council of the Town of Fort Frances was held virtual and in the Committee Room located at the Civic Centre.

PRESENT: Mayor J. Caul, Chairperson; Councillors M. Behan, W. Brunetta, A. Hallikas, D. Judson, J. McTaggart and R. Wiedenhoeft.

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, K. Haney, Deputy Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, A. Bisson, Recreation & Culture Manager, C. Vangel, CBO/Municipal Planner, A. Hansma, HR Manager, J. Hughes, IT Manager

1. COUNCIL MEETING
(Session No. 081) to immediately follow the Committee of the Whole

1.1 Call to Order / Roll Call
Mayor Caul called the meeting to order at 6:10 p.m.

1.2 Territorial Acknowledgement

1.3 Moment of Meditation

1.4 Disclosure of pecuniary interest and the general nature thereof
Mayor Caul declared a conflict relating to a closed session item 10.3. Personal matters about an identifiable individual, including municipal or local board employees: Correspondence from the general public raising personal matters about an identifiable individual

2. Consent Agenda:

2.1 Items Referred from Committee of the Whole

854 McTaggart-Behan THAT the following Consent items be approved:

Committee of the Whole Consent items

5.1 Townshend Theatre Agreement - approval of this report will agree with the recommendation of Community Services Division to approve the updated wording in section 16 and renew the agreement foranother 5-year term. And that an authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.

5.2 User Fee Bylaw Addition Jan 2022 - approval of this report will agree with the recommendation of the Community Services Executive Committee to add the user fees as outlined in this report.

5.3 2022 Temporary Borrowing to Meet Current Expenditures - approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to authorize the preparation of an authorizing By-Law for temporary borrowing in the amount of $4,000,000 to meet 2022 expenditures.

5.4 Interim Tax Levy for 2022 - approval of this report will agree with the Administration & Finance Executive Committee recommendation to

authorize the 2022 interim tax levy in accordance with the Municipal Act and that the due dates be set for February 28, 2022 and March 31, 2022.

5.5 Enter into Easement Agreements - 1203 and 1219 Sunset Drive -approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee to enter into an easement agreement with owners of 1203 and 1219 Sunset Drive for the area of their property frontage taken up by the newly constructed sidewalk along Sunset Drive and further that an authorizing by-law be prepared for authorizing Mayor and Clerk to execute the easement agreements on behalf of the Corporation

2. Council Consent items # 2.2.CORR: Fort Frances Sports Hall of Fame re: Request for Sponsorship - will be referred to the Administration & Finance Executive Committee for recommendation.

CARRIED

2.2 CORR: Fort Frances Sports Hall of Fame re: Request for Sponsorship - will be referred to the Administration & Finance Executive Committee for recommendation.

3. Approval of Council Minutes: *

3.1 Session No. 79 of December 9, 2021 and Session No. 80 of December 13, 2021

855 Behan-Wiedenhoeft THAT the minutes of the Council meeting being Session No. 079 dated December 9, 2021 and Session No. 80 of December 13, 2021 having been typed and distributed be approved.

CARRIED

4. Approval of Committee of the Whole Minutes: *

4.1 Session No. 82 of September 17, 2021 and Session No. 87 of December 13, 2021

856 Wiedenhoeft-Brunetta THAT the report of the Committee of the Whole of Council meeting being Session No. 082 dated September 17, 2021 and Session No. 87 dated December 13, 2021 having been typed and distributed be approved.

CARRIED

5. Resolutions from tonight's Committee of the Whole meeting

5.1 Council considered the following:

857 McTaggart-Behan THAT the deputation from Adam Fulford, Canacre Ltd on behalf of Bell Mobility be received with appreciation

CARRIED

858 Brunetta-Wiedenhoeft: THAT the report dated December 23, 2021 from the Clerk re: Council direction relating to Invoice submission - Service from Integrity Commissioner be approved to agree with the recommendation from the Clerk to approve the payment of Invoice from the Integrity Commissioner number FF028 for services in the amount of $6957.50.

CARRIED

6. By-Laws:

6.1 THAT the following by-laws be introduced and read, and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith:

859 Behan-Brunetta: THAT the following by-laws be introduced and read, and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith:

6.1 - 01/22 being a By-Law authorizing the borrowing of money to meet current expenditures of the Council of the Corporation of the Town of Fort Frances

6.2 - 02/22 being a by-law to provide for an interim tax levy in the year 2022 and to provide for penalty and interest to be charged on the unpaid balance for late payment of said interim taxes, all as provided for in the Municipal Act, 2001, (the "Act"), S.O. 2001, Chapter 25, Sections 307, 317, and 345

6.3 - 03/22 being a by law to approve a funding agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program (Rural Enhancement Stream) Project Number: 7510000 – Sorting Gap Marina Improvements

6.4 - 04/22 being a by law to authorize the execution of an agreement with Prezio Electric awarded through the public tender process (21-OF-17)

6.5 - 05/22 being a by-law to amend by-law 11/20 in respect of single-use plastic bags and certain other harmful single-use products and packaging materials within the Town of Fort Frances

CARRIED

7. New Items: None

8. Information Correspondence:

The following seven items were received.

8.1 CORR: City of Kitchener re: Conversion Therapy

8.2 CORR: NOMA re: Resolution 2021-10: Support the Township of Hornepayne's resolution in response to the City of St. Catherine's request for the provincial government to work with the federal government on a new national childcare program bilateral agreement

8.3 CORR: South Frontenac re: Re: Joint & Several Liability

8.4 CORR: South Frontenac re: Re: Daylight Savings Time

8.5 CORR: AMO re: AMO Policy Update - New Year Calls to Action and other issues of municipal concern

8.6 CORR: City of Kitchener re: Fire Safety Measures

8.7 CORR: St. Catharines re: National Childcare Program

9. Minutes of Local Boards / Committees:

The following seven items were received.

9.1 Community Service Executive Committee - Minutes of November 15, 2021

9.2 Administrative and Finance Executive Committee - Minutes of December 7, 2021

9.3 Operations and Facilities Executive Committee - Minutes of December 8, 2021

9.4 Economic Development Executive Committee - Minutes of December 8, 2021

9.5 Fort Frances Municipal Non Profit Housing - Minutes of September 29 2021

9.6 Police Services Board - Minutes of November 10 2021

9.7 Sister Betty Kennedy Centre Board of Management

10. In-Camera: - Council met in camera from 6:24 p.m. to 7:54 p.m.

Councillor Judson called for a separate vote on item 10.3 to move into the closed session.

860 Hallikas-Behan THAT Council now meet in-camera in order to address a matter pertaining to:

- The security of the property of the municipality or local board; Information Technology Security
- A proposed or pending acquisition or disposition of land by the municipality or local board: Former Mill Properties – Concept Plan and Potential Land Development

CARRIED

861 Wiedenhoeft-Behan: Mayor Caul declared a conflict on item 10.3. Councillor Hallikas assumed the Chair and called the motion.
Recorded vote called by Councillor Judson
THAT Council now meet in-camera in order to address a matter pertaining to:
3.Personal matters about an identifiable individual, including municipal or local board employees:
Correspondence from the general public raising personal matters about an identifiable individual

NAME	YEA	NAY	DISLCLOSURE OF INTEREST	ABSENT
M. BEHAN	X			
W. BRUNETTA	X			
J. MCTAGGART	X			
A. HALLIKAS	X			
D. JUDSON		X		
R. WIEDENHOEFT	X			
J. CAUL			X	

CARRIED

10.1 The following Staff members were present: CAO F. Anwar, C. Vangel, Chief Building Inspector/Municipal Planner, Clerk Gabrielle Lecuyer, Deputy Clerk Karyn Haney and Jeremy Hughes IT Manager.
The security of the property of the municipality or local board; Information Technology Security
A confidential report was received by the IT Manager. Council was provided an opportunity for clarification and questions. A motion for Council consideration will follow the closed session.

10.2 The IT Manager exited the meeting and Mr. Paul Veldman.and C. Vangel, Chief Building Inspector / Municipal Planner were present.

A proposed or pending acquisition or disposition of land by the municipality or local board: Former Mill Properties – Concept Plan and Potential Land Development
Delay in presentation from 6: 35 to 6:45 Mr. Veldman arrived at 6:45 p.m.
A confidential report was received by the CAO as information. A motion for Council consideration will follow the closed session.

Mr. Paul Veldman.and C. Vangel, Chief Building Inspector / Municipal Planner exited the meeting.

10.3 Mayor Caul vacated the meeting and exited the committee room due to a declared conflict of interest at 7:17 p,m. Councillor Hallikas assumed the Chair.

Personal matters about an identifiable individual, including municipal or local board employees: Correspondence from the general public raising personal matters about an identifiable individual

Council received correspondence submitted by an individual of the general public. Council considered the item and a discussion occurred on the subject matter. Council drafted a proposed motion and directed that the draft motion be included following the closed session this evening.

11. Public Session Resumes: at 7:54 P.M.

12. Resolutions Required as a result of In-Camera discussions:

12.1 Mayor Caul assumed the Chair
The following resolution derived from the in-camera discussion

862 Brunetta-Hallikas: THAT approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to retroactively authorize the emergency purchase of hardware authentication devices and required accessories with a total unbudgeted capital cost of $6,655 funded through the Corporate Projects Reserve

CARRIED

863 Brunetta-Wiedenhoeft: THAT Council receive the report from the CAO relating to the Former Mill Properties - Concept Plan and Potential Land as information

CARRIED

864 McTaggart-Brunetta: Councillor Hallikas assumed the Chair.

THAT the Municipal Council of the Town of Fort Frances is very concerned with the unauthorized release of confidential information by the Mayor and hereby formally calls upon the Mayor to issue a public apology for her action on this matter in writing
AND FURTHER THAT training be provided to the Mayor and Council on protecting the confidentiality of the Corporation.

CARRIED

12.2 Mayor Caul provided a public apology that she read aloud. The apology was filed with the Clerk for public record.

13. ADJOURNMENT

13.1 The meeting adjourned at 8:05 p.m.

865 Hallikas-McTaggart: THAT this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

14. * Previously distributed to Council

15. ** Items can be viewed by contacting the Clerk

J. Caul, Mayor

_____, Chairperson

G. Lecuyer, Clerk

Date: March 1st, 2022

Report To: Planning & Development Executive Committee.

From: Patrick Briere, By-Law Enforcement Officer

RE: February Activities for By-Law Enforcement Department.

Please see the below information for the month of February activities for this department.

Operational Constraints
- Only 1 Officer.
- Parking Meter in Portage Ave Lot Down.

February 2022

Animal Pound Statistics	
Impounded Dogs	0
Impounded Cats	0
After Hours Visits	0
Total Shelter Visits for Month	8

Monthly Parking Statistics	
Tickets for Month	0
Tickets by OPP	0
Monthly Total	0
Yearly Total Issued	0

Daily Activities completed by By-Law Officers.
- Animal Pound Activities.
- Pawn Shop Visits.
- Checking Parking Equipment (Repairs/Maintenance to Meter Equipment).
- Garbage Collection Issues.

Other Duties Completed by By-Law Officers
- Month End Office Reports.
- OPP Monthly Parking Stats.
- Emergency Management COVID-19 Response.
- Emergency Management COVID-19 Provincial Response.
- Sr. Manager's Meetings regarding COVID-19 Updates.
- Rainycrest Boiler Incident (MECG Response).
- Amethyst Sector (Emergency Management) CEMC Bi-Weekly Calls.
- MECG Meetings.
- JHSC Activities & Monthly Inspections.
- Monthly Activities Reporting to PDEC.
- OFMEM - EEPMO Project Meetings.
- Maintain/Attend Town Vehicle's in Parking Lot (Civic Centre).
- Preparing for Annual By-Law OPP Memorandum Review.
- Request Best for Kitty.
- Taxi Licensing Renewal Process Ongoing.
- Business Licensing Process Ongoing.

- JHSC Workplace Investigation.
- JHSC Workplace Concern.
- Smoking Enforcement around Sports Centre during Tournaments.
- Assisting in hiring process of second enforcement officer.

Occurrence Type (Complaints & Information)	Calls for Complaints/ Information
Nuisance (Includes Inquiries)	5
Traffic By-Law (Includes Inquiries)	4
Animals (Includes Inquiries)	6
Business Licensing (Includes Inquiries)	20
Property Standards (Includes Landlord/Tenant & Grass Cutting)	2
Taxi (Includes Inquiries)	3
Off-Road Vehicles By-Law (Includes Inquiries)	2
Moving Permits (Includes Inquiries)	1
Smoking By-Law & Cannabis (Includes Inquiries)	3
Heavy Trucks (Includes Inquiries)	2
Waste Management (Includes Asselin Forms)	8
Fences (Includes Inquiries & Pools)	1
COVID Legislation/Vaccination	2
OPP Call Outs/Questions	0
Building Code/Zoning Issues (Includes Tents, Trailers, etc).	0
Noise Issues (Includes Inquiries)	4
Fire Issues (Includes Inquiries)	0
Sign By-Law (Includes Inquiries)	4
Single Use Plastics (Includes Inquiries)	1
Snow (Issues & Inquiries)	20
Snowmobile By-Law (Includes Inquiries)	6
Deer Feeding (Includes Inquiries)	4
TOTAL CALLS FOR SERVICE	**98**

Respectfully submitted,

Original Signed By
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2022 - Tonnage at Landfill Site - Updated March 3, 2022

MONTH	Residential Waste (tonne)	Res (%)	ICI Waste (tonne)	ICI (%)	Non Community Waste (tonne)	Non Community Waste (%)	Covering Material (tonne)	2021 Total Tonne	Average last 10 years Total Tonne 2012 to 2021	2022 Total Tonne	2021 Total Fees	Average last 10 years Fees 2012 to 2021	2022 Total Fees	2022-2021 Tonnes	2021-2020 Fees
JAN	162.33	35.3%	226.28	49.3%	86.50	18.8%	0.00	459.22	426.05	475.11	$ 25,366.15	$ 23,737.37	$ 25,255.40	15.89	-$ 110.75
FEB	118.55	30.4%	207.81	53.4%	6.77	1.7%	0.00	389.49	352.10	333.13	$ 24,123.20	$ 19,887.21	$ 21,756.05	-56.36	-$ 2,367.15
MAR		0.0%		0.0%		0.0%		979.768	481.99	0.00	$ 37,106.95	$ 30,919.67		-979.77	-$ 37,106.95
APRIL		0.0%		0.0%		0.0%		702.84	592.48	0.00	$ 45,566.13	$ 36,901.77		-702.84	-$ 45,566.13
MAY		0.0%		0.0%		0.0%		705.19	734.64	0.00	$ 45,287.00	$ 42,681.85		-705.19	-$ 45,287.00
JUNE		0.0%		0.0%		0.0%		618.77	813.63	0.00	$ 40,220.10	$ 42,721.69		-618.77	-$ 40,220.10
JULY		0.0%		0.0%		0.0%		799.37	631.99	0.00	$ 39,932.70	$ 40,253.76		-799.37	-$ 39,932.70
AUG		0.0%		0.0%		0.0%		757.10	695.87	0.00	$ 52,713.60	$ 42,540.36		-757.10	-$ 52,713.60
SEPT		0.0%		0.0%		0.0%		729.60	695.74	0.00	$ 50,808.55	$ 42,958.03		-729.60	-$ 50,808.55
OCT		0.0%		0.0%		0.0%		620.28	843.13	0.00	$ 40,565.40	$ 46,321.47		-620.28	-$ 40,565.40
NOV		0.0%		0.0%		0.0%		565.34	562.11	0.00	$ 34,202.60	$ 32,790.82		-565.34	-$ 34,202.60
DEC		0.0%		0.0%		0.0%		457.74	442.22	0.00	$ 28,793.15	$ 24,505.91		-457.74	-$ 28,793.15
Average per monthly	$ 140.44	35%	$ 217.05	49%	$ 46.64	19%	$ -	648.73	606.00	404.12	$ 38,723.79	$ 35,518.33	$ 23,505.73	-1,723.08	-$ 170,658.08
Total	280.88		434.09		93.27		0.00	7784.70	7271.95	808.24	$ 464,685.53	$ 426,219.90	$ 47,011.45	-6976.46	-$ 417,674.08

		$ 464,685.53	Actual	$ 47,011.45
Town of Fort Frances Tonnage	714.97			
		$ 440,000.00	Budget	$ 440,000.00
Total Tonnage	808.24			
		$ 464,685.53	Forecasted	$ 282,068.70

Residential Tonnage	280.88	34.75%
ICI Tonnage	434.09	53.71%
Coverage material	0.00	

COMPLAINT REGISTER - JANUARY 2022

5-Jan 1:52PM	Could we get the snow bank removed from the parking lot of the Social Services because we live on Armit and we cannot park in our driveway with the snow bank there. I almost hit the neighbour's truck parked in the back lane because there was just enough room to pull my truck between the bank and the neighbour's truck. It's very dangerous. A lot of people use the back lane. Thanks.	O & F	Snow pile	C. Vangel	Conducted site visit to RRDSSAB parking lot at 460 Scott Street. Verified on GIS that snow was on private property. Verified that property owner cleared snow. Responded to complainant.	5-Jan-22
31-Jan 1:49PM	Complaint of neighbour at 927 Armit Avenue North letting dog run at large. Dog has been showing agressiveness towards neighbouring family.	By-Law	Animal Control	P. Briere	Process started to resolve issue. Will continue to monitor area and work with dog owner to resolve issue for neighbour.	31-Jan-22

COMPLAINT REGISTER - FEBRUARY 2022

1-Feb 2:50PM	Unhappy with the amount of snow left in her driveway. Today 2 graders went by and filled her driveway with big chunks and boulders. Very hard to move.	O & F	Snow removal	C. Vangel	Drove by site to review. Snow had been shoveled. Called to explain plowing process and that we don't lean private entries. Explained that we would try to mitigate this, but is part of plowing and could not promise. Will forward private snow removal contractor's phone numbers to assist.	2-Feb-22
1-Feb 3:57PM	Complaint that neighbour at 316 Fifth Street West is feeding deer.	By-Law	Animal Control	P. Briere	Investigating complaint and photos provided by complainants. Following process in Deer Feeding By-Law and the appropriate actions will be taken.	1-Feb-22
9-Feb 9:45AM	Walter lives across from Fort Frances Senior Centre. When we plow the parking lot the snow is piled beside his driveway. Then the snow plow goes by and pushes it into his driveway when they plow the roads so he ends up with a rather large windrow to shovel.	O & F	Snow plowing	C. Vangel	Reviewed site Feb 9. Met with homeowner to explain plowing operations Feb. 9. Called FFSC plowing contractor to ask that snow stay on property and not be pushed across the road Feb 11.	9-Feb-22 11-Feb-22
15-Feb 9:00AM	Would like the snow removed as it is blocking the parking spaces in front of the Church and there is a funeral on Thursday.	O & F	Snow removal	C. Vangel	Snow removed along the North side of the 300 block of Church Street on the night of Feb. 15 & 16 2022 in preparation for water break dig. This removal included in front of 360 Church Street.	16-Feb-22
16-Feb 3:17PM	Is there any possibility of having some of the snow banks removed from the edge of our driveways on the South side of the 1200 block of Sunset Drive? First of all, it isn't possible to safely reverse from my driveway as I cannot see the highway well. Second, since the sidewalk was installed, it has significantly reduced the area available for snow to be placed. I now have to take the huge banks left in the driveway by the snowplow in a scoop to the back of my property (many scoops!) My neighbours on either side also have to take snow to the back of their properties. Needless to say this is no easy task and we are all senior citizens! Also, the fire hydrant opposite my place is no longer visible. (Photo attached). I do realize that you have a very limited budget which is likely overspent by now with the huge amount of snowfall we've had, but if you can help it would be much appreciated. If not, I understand.	O & F	Snow removal	T. Rob	We are currently working on clearing the high priority routes in town, high volume roadways, downtown area, school areas. Once we can get through those we will likely start working on intersections. If we can get some reprieve and get caught up we may look at Sunset Drive as the next area for removal. We have been working on hydrants but every snowfall puts a pause on that.	16-Feb-22 3:56PM
17-Feb 1:1PM	Plow went by when vehicles were parked in front of house. Would like it cleaned up.	O & F	Snow removal	C. Vangel	Snow removed from driving portion of roadway.	17-Feb-22
18-Feb 1:15PM	Spoke to Cody about issue with hump that has been created at the end of his driveway. He waws told it would be looked at and nothing was done and last night his wife came in the driveway and damaged her car bumper. He is a bit upset. Would like a call back.	O & F	Road condition	C. Vangel	Reviewed on site. Met with home owner. Sone packed ridge has been cleared by Town crew earlier in week.	25-Feb-22
18-Feb 3:00PM	Complaint/concern about snow bank beside driveway. Unable to see when backing out of driveway. Concerned he may hit someone. He said the Town dumped snow.	O & F	Snow removal	C. Vangel	Snow banks reviewed on site. Added snow banks to removal list. Manpower and equipment constraints.	23-Feb-22
22-Feb 8:30AM	Safety concern about height of snowbanks along S curve from Cemetery to Dental Office. Very Dangerous.	O & F	Snow removal	C. Vangel	Snow banks reviewed on site. These snow banks have been added to the list for removal. Limited resources, equipment and manpower constraint on removal timeline.	25-Feb-22
23-Feb 9:35AM	Concerns about high snow banks on his street. This section is a high traffic area due to the LCBO on the end of the block.	O & F	Snow removal	C. Vangel	Reviewed snow bank on site. View partially obstructed but not critically. These snow banks and are have been added to list of area for snow removal.	23-Feb-22
24-Feb 10:15AM	Has complaint about snow banks.	O & F	Snow removal	C. Vangel	Snow banks removed on first block north of underpass.	24-Feb-22
28-Feb 8:35AM	Snow banks are very high and unable to see coming in and going out. She was almost hit last night.	O & F	Snow removal	C. Vangel	Reviewed on site. Called complainant . Notified that we are removing snow per town policy and will address conditions per policy when resources are available.	28-Feb-22
28-Feb 11:30am	Snow banks are really high at the corner of Kerr Place and Sunset Drive. Visibility is dangerous. Hard to see . Concerns about an accident happening.	O & F	Snow removal	C. Vangel	Reviewed on site. Called complainant and notified that we are removing snow per Town policy and will address conditions per policy when resources are available.	28-Feb-22
28-Feb 1:39PM	Complaint about tenants at 1007 Crowe Ave. rental. Tenants have a dog that is always running at large.	By-Law	Animal Control	P. Briere	Investigating complaint. Process under Animal Control By-law will be followed up an appropriate actions under this By-Law will be followed.	28-Feb-22 #NAME?