

COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre
(Session No. 097) 5:30 PM

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,,863617829#](#) Canada, Thunder Bay

Phone Conference ID: 863 617 829#

Page

1. **Call to Order/Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof.**
3. **Delegations/Deputations:**
 - 3.1 Public Meeting - Zoning By-Law amendment B1-2022 -1037 Third Street East 6 - 18
 - 3.2 Public Meeting - Zoning By-Law Amendment B2-2022 - 1229 Cornwall Avenue (locally known as "Lagoon Property") 19 - 40
 - 3.3 Public Meeting - 2022 Budget Presentation by D. Galusha, Treasurer 41 - 74
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
5. **Consent Agenda:**
 - 5.1 Approval of 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, 5.6 and 5.7

5.2 Fort Frances Senior Centre - Special Occasion Permit

75 - 86

Motion:

Recommendation: approval of this report will agree with the recommendation of the Community Services Executive Committee that Council of the Town of Fort Frances amend the Municipal Alcohol Policy by removing the Sister Kennedy Seniors Centre from the list of Municipal Facilities not Eligible for Special Occasion Permits and adding it to the list of Municipal Facilities Eligible for Special Occasion Permits, thus allowing special occasion permits to be obtained by third parties.

AND FURTHER THAT administration be authorized to charge \$131.02 for an event that does not use the kitchen and \$237.19 for an event that does use the kitchen to rent the facility for the purpose of hosting an event with a special occasion permit.

AND FURTHER THAT Council approves hours of closure as 10:00 p.m. for events held at the Sister Kennedy Seniors Centre.

AND FURTHER THAT the supervision will solely be the responsibility of the individual renting the premises and pictures will be taken before and after the event to ensure that no damage has been done to the premises during the event and it is left clean and orderly.

5.3 Sunny Cove camp

87 - 88

Motion:

Recommendation: approval of this report will agree with the recommendation of the Community Services Executive Committee that Council of the Town of Fort Frances accepts the withdrawal of Emo-Devlin Church Group's proposal to lease the Sunny Cove Camp

FURTHER THAT administration be authorized to issue an RFP to lease the Sunny Cove Camp property to a suitable operator.

5.4 Residential In-Home Food Waste Diversion Program

89 -
107

Motion:

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

1.the Town enter into an agreement with FoodCycle Science to undertake a 200-unit pilot project with the unbudgeted expenditure being funded out of the Waste Management Area.

2.That Council Direct Administration to start to develop partnerships for collection of the waste materials for those who may not have a place to dispose of it as well as a storefront location for the purchase of replacement filters.

5.5 Waste Transfer Agreement Renewal - MNRF

108 -
109

Motion:

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

- 1. The Town of Fort Frances renews its lease agreement with the Ministry of Northern Development, Mines, Natural Resources and Forestry to accept solid waste and recycle from the Municipality of Mine Centre Transfer Station. And the waste will continue to be accepted while the new agreement is developed.**
- 2. That the waste be accepted at the rate as established annually in the User Fee By-Law plus the applicable non-resident markup.**

- | | | |
|-----|--|-------|
| 5.6 | Amending Agreement 2 with Product Care Association | 110 - |
| | | 141 |

Motion:

Recommendation: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the second amending agreement between the Product Care Association of Canada and the Town of Fort Frances be approved and further that a by-law be

prepared authorizing the Mayor and Clerk to sign the agreement on behalf of the corporation

- | | | |
|-----|---|-----|
| 5.7 | Award of RFP 2022-OF-04 - Detailed Engineering Design of the Portage Avenue Underpass Superstructure Rehabilitation | 142 |
|-----|---|-----|

Motion:

Recommendation: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that that RFP 2022-OF-04 be awarded to JML Engineering of Thunder Bay for a total cost of \$48,400 plus applicable taxes and further that Mayor and Clerk be authorized to execute the agreement on behalf of the Corporation.

6. Administration and Finance Division:

- | | | |
|-----|---|-------|
| 6.1 | Fire Protection Services Reimbursement Transfer Payment Agreement | 143 - |
| | | 166 |

Motion:

Recommendation: approval of this report will agree with the recommendation from the Fire Chief to approve this report as presented, and to authorize the execution of an agreement between the Town of Fort Frances and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal and further that a by-law be brought forward for execution by the Mayor and Clerk.

- | | | |
|-----|---|-------|
| 6.2 | Council Vacancies to Executive Committees | 167 - |
| | | 169 |

Motion:

Recommendation: approval of this report will agree with the recommendation from the Clerk that the following Councillor appointment be approved for the remainder of the Council Term to the following Executive Committee:

Planning and Development Executive Committee: Councillor: _____

Administration and Finance Executive Committee: Councillor: _____

Economic Development Executive Committee: Councillor: _____

7. Operations and Facilities Division:

- | | | |
|-----|--|--------------|
| 7.1 | Amending agreement with the Federal Economic Development Agency for Northern Ontario | 170 -
174 |
|-----|--|--------------|

Motion:

Recommendation: approval of this report will agree with the recommendation of Administration that a by-law be prepared to authorize the Mayor and Clerk to execute the agreement on behalf of the Corporation.

- | | | |
|-----|--|--------------|
| 7.2 | Award of Tender 2022-OF-06 – 2022 Mowat Avenue Road Reconstruction | 175 -
185 |
|-----|--|--------------|

Motion:

Recommendation: approval of this report will agree with the recommendation of Administration that Tender 22-OF-06 – 2022 Road Reconstruction Mowat Avenue, Hydrant and Valve Replacement be awarded to Bay City Contractors at an estimated cost of \$2,098,981.78 which includes HST and a contingency allowance of \$150,000.00.

That the Ontario Community Infrastructure Fund surplus be allocated to the Reconstruction of Sinclair Avenue in the event that the Town's application to the Investing in Canada Infrastructure Fund Green Stream be denied, otherwise the funds be placed in a reserve fund for future projects.

That prior to construction start, an open house public meeting is scheduled to ensure all property owners abutting the construction projects obtain first-hand knowledge of these projects and have the opportunity to ask any questions. The exact date of the meeting is unknown at the time of writing this report, and

That the Mayor and Clerk be authorized to execute the contract documents on behalf of the Corporation of the Town of Fort Frances

8. General:

- | | |
|-----|--|
| 8.1 | Notice of Intent from the Integrity Commissioner |
|-----|--|

Motion:

Recommendation: That The Integrity Commissioner for the Town of Fort Frances has provided notice that an investigation has been completed relating to a conflict of interest complaint

concerning Mayor Caul and that a Report overview will be provided at the April 25, 2022 Committee of the Whole Meeting.

9. Information:

9.1	2021 Annual Report - Fort Frances Wastewater Treatment Plant	186 - 220
9.2	Fort Frances Wastewater Treatment Facility February 2022 Monthly Report	221 - 228
9.3	Sewer and Water Data for 2022	229
9.4	POA Prosecutor report to Council	230

10. ADJOURNMENT

10.1 The meeting adjourned at ____p.m.

Motion:

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

NOTICE OF PUBLIC MEETING

Zoning By-Law Amendment

TAKE NOTICE that Council will hold a Public Meeting on Monday April 11, 2022, for the purposes of providing information to the public on proposed amendments to the Zoning By-law relative to an application received from authorized agent **Kevin Brothers**.

An application to amend the Zoning By-law (File B1-2022) from **Kevin Brothers** seeks to add a site-specific permitted use as a duplex dwelling located at 1037 Third Street East which is currently zoned Residential Type One. The site-specific permitted use as a duplex dwelling would be subject to the provisions of the residential type one zone.

The Town of Fort Frances will hold a public meeting to provide interested parties the opportunity to make comments, identify issues, and provide additional information relative to the proposed amendments. Any person may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposal. Individuals making an oral submission at the Public Meeting are requested to submit a written outline to the Town Clerk.

The public meeting will be held:

Meeting Date: April 11, 2022

Meeting Time: 5:30 p.m. or as soon thereafter as can be accommodated

At the time of advertisement, the Town of Fort Frances is still hosting public meetings virtually and via teleconference. A digital link will be available at the top of the Committee of the Whole meeting agenda for April 11, 2022. Participants wishing to join via telephone can do so by calling 1-807-701-5975 and entering Conference ID 863 617 829#.

If you wish to be notified of subsequent meetings or the adoption of the proposed Zoning By-law Amendment, or of the refusal of a request to amend the Zoning By-law, you must make a written request to the Clerk's Office, 320 Portage Avenue, Fort Frances, ON P9A 3P9.

For more information about this matter, including information about appeal rights, contact the Municipal Planner between 7:30 a.m. and 4:00 p.m. on weekdays at 807-274-9893 ext. 1312 or by email at cvangel@fortfrances.ca.

KEY MAP



Cody Vangel, CBO/Municipal Planner
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9



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

www.fort-frances.com

APPLICATION FOR ZONING BY-LAW AMENDMENT

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

Notice of Public Record:

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

Complete Application:

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


APPLICATION TYPE (check one)

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

1. The name, address, telephone number and email address (if any) of the Applicant:	
Ann Roisin, Estate Trustee for the Estate of Alfred Albert Roisin aka Fred Roisin 571 Rocky Point Road, Shuniah, ON, P7A 0Y3 807-629-1250 anne.roisin@hotmail.com (also known as Anne Roisin)	
2. If known the names and full addresses of the holders of any mortgages, charges or other encumbrances in respect of the subject land:	
N/A	
3. The current Official Plan designation of subject land:	R1 - Residential Type One Living
4. Describe how the application conforms to the official plan of the municipality?	
See Schedule "A" attached.	
5. The current zoning of the subject land:	R1 - Residential Type One
6. The nature and extent of the rezoning requested:	
Duplex dwelling - to add this as a site specific Permitted use, subject to the zoning provisions of the R1 zone	

7. The reason why the rezoning is requested.			
To permit the continued use as a duplex dwelling.			
8. Is the subject land within an area where the municipality has pre-determined minimum & maximum density requirements or minimum or maximum height requirements?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide information relative to these requirements.			
9. The description of the subject land, such as the municipality, concession and lot numbers, registered plan and lot numbers, reference plan and part numbers and name of street and number:			
Parcel 157-1 Sec 5M50; Lt 157 Pl 5M50 McIrvine; Fort Frances PIN 56017-0672 (LT) 1037 Third Street East, Fort Frances, ON P9A 1S3			
10. The frontage, depth and area of the subject land (in metric):			
Frontage:	31.99'	Depth:	130'
Area:	4,158.7 SQ.FT.		
11. Is the application to implement an alteration to the boundary of an area of settlement or to implement a new area of settlement?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide details of the official plan that deals with the matter			
12. Is the application to remove land from an area of employment?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide details of the official plan that deals with the matter.			
13. Is the subject land within an area where zoning with conditions may apply?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide an explanation of how the application conforms to the official plan policies relating to zoning with conditions			
14. Is access to the subject land by provincial highway, a municipal road that is maintained all year or seasonally, another public road or a right of way or by water?			
YES - municipal road (R)			

15. If access to the subject land is by water only, provide details of the parking and docking facilities used or to be used and the approximate distance of these facilities from the subject land and the nearest public land: <u>N/A</u>	
16. Existing uses of the subject land: <u>Residential duplex.</u>	
17. Are there any buildings or structures on the subject land: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
18. If answer to question 17 is yes, provide, for each building or structure, the type of building or structure and the setback from the front lot lines, rear lot line and side lot lines, the height in metres of the building or structure and the dimensions or floor area of the building or structure: <u>See Building Location Survey attached</u>	
19. The proposed uses of the subject land: <u>Residential duplex.</u>	
20. Are any buildings or structures proposed for the subject land? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
21. If answer for question 20 is yes, provide, for each building or structure, the type of building or structure proposed, the setback from the front lot line, rear lot line and side lot lines, the height in metres of the building or structure and the dimensions or floor area of the building or structure: <u>N/A</u>	
22. If known,	
a. the date the subject land was acquired by the current owner:	<u>MAY 31, 1993</u>
b. the date existing buildings or structures on the subject land were constructed:	
c. the length of time that the existing uses of the subject land have continued: <u>20 YEARS</u>	
23. Water is provided to the subject land by a publicly owned and operated piped water system, a privately owned and operated individual or communal well, a lake or other water body or by other means: <u>Yes - municipal water</u> <u>(1)</u>	

24. Whether sewage disposal is provided to the subject land by a publicly owned and operated piped sewage disposal system, a privately owned and operated individual or communal septic system, a privy or other means:	
Yes - municipal sewer 	
25. If the application permits development on privately owned and operated individual or communal septic systems, and more than 4500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report, and a hydrogeological report are required. Are these reports attached?	
a. a servicing options report,	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
b. a hydrogeological report	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
26. Indicate whether storm drainage is provided by sewers, ditches, swales or other means:	
SEWER	
27. If known,	
a. is the subject land the subject of an application under the Act for approval of a plan of subdivision or a consent: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide file number and status of the application:	
b. has the subject land ever been the subject of an application under Section 34 of the Act: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide file number and status of the application:	
c. has the subject land ever been the subject of a Minister's Zoning Order? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide Ontario Regulation number of the Order:	

28. A sketch showing, in metric units, the following:

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

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

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

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

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

DECLARATION
Of Applicant or Authorized Agent

I, Ann Roisin of the Town of Shuniah in the District of Thunder Bay ~~Rainy River~~ solemnly declare that:

All the statements contained in this application are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the

✓ CITY OF THUNDER BAY
✓ Town of Fort Frances, in the
✓ in the DISTRICT OF THUNDER BAY
✓ District of Rainy River, this 27TH

day of JANUARY 2022.

)
)
)
)
)
)
)

Ann Roisin, Estate Trustee
Signature of Applicant or
Authorized Agent
for the Estate of Alfred Albert
Roisin (aka Fred Roisin)

K. B. B.

Signature of Commissioner etc.

In accordance with O. Reg 431/20
administering Oaths or Declaration remotely.

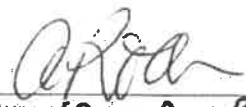
PLEASE NOTE:

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

COMPLETE IF APPLICANT IS THE OWNER

I, ANN ROISIN, ESTATE TRUSTEE FOR ESTATE OF ALFRED ALBERT ROISIN, deceased, ^{OWNER'S CONSENT} am the owner of the land that is the subject of this application and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.


JANUARY 27, 2022
Date


Signature of Owner ANN ROISIN, ESTATE TRUSTEE
FOR ESTATE OF ALFRED ALBERT ROISIN
(aka FRED ROISIN)

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

I, ANN ROISIN, ESTATE TRUSTEE FOR THE ESTATE OF ALFRED ALBERT ROISIN (aka FRED ROISIN) am the owner of the land that is the subject of this application for zoning amendment and, for the purpose of processing and the Freedom of Information and Protection of Privacy Act, I authorize Kevin W. Brothers to act as my agent for this application and provide any of my personal information that will be included in this application or collected during the processing of the application and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application

JANUARY 27, 2022
Date

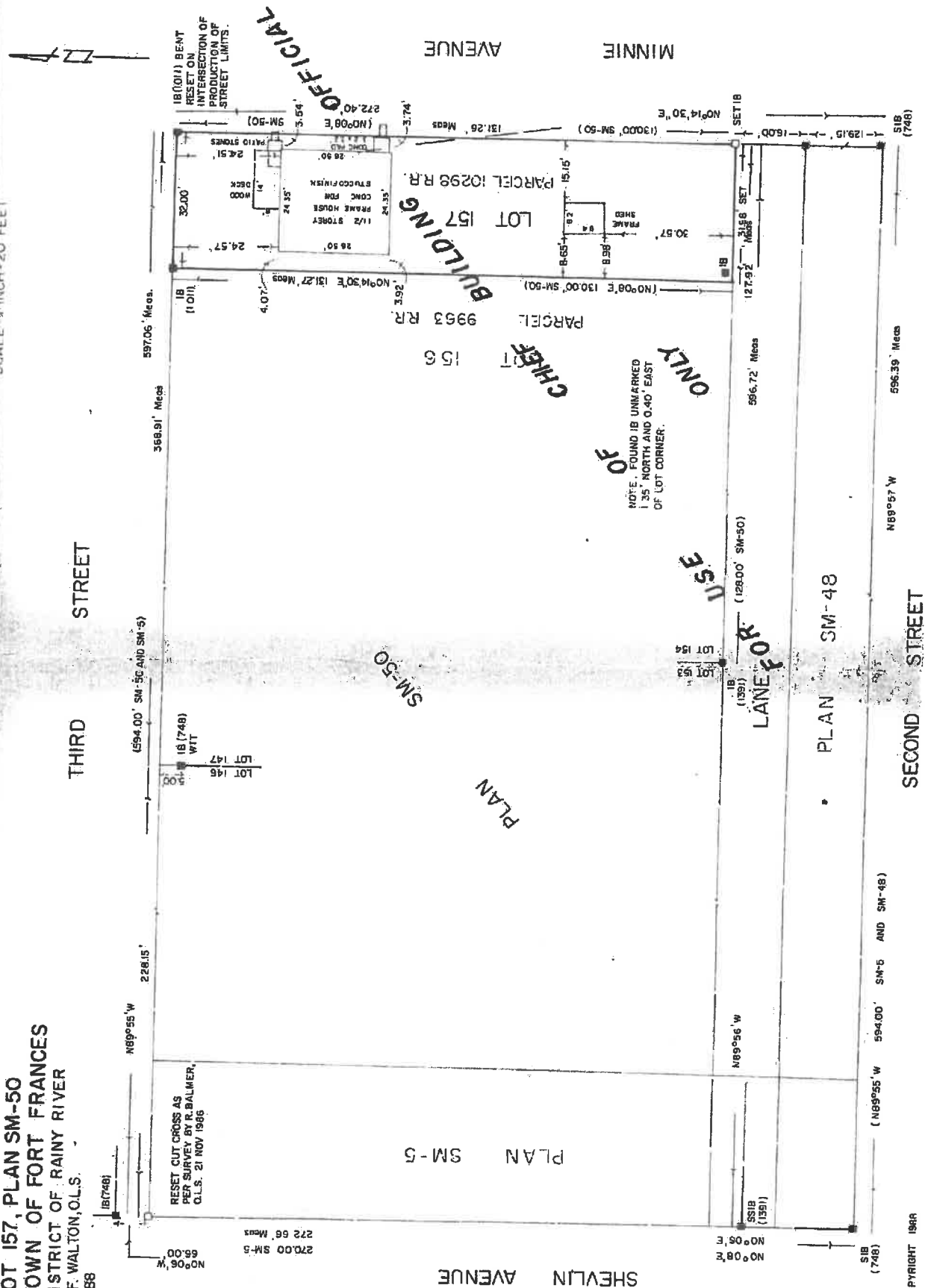

Signature of Owner
ANN ROISIN, ESTATE TRUSTEE
FOR THE ESTATE OF ALFRED ALBERT ROISIN
(aka FRED ROISIN)

Schedule A

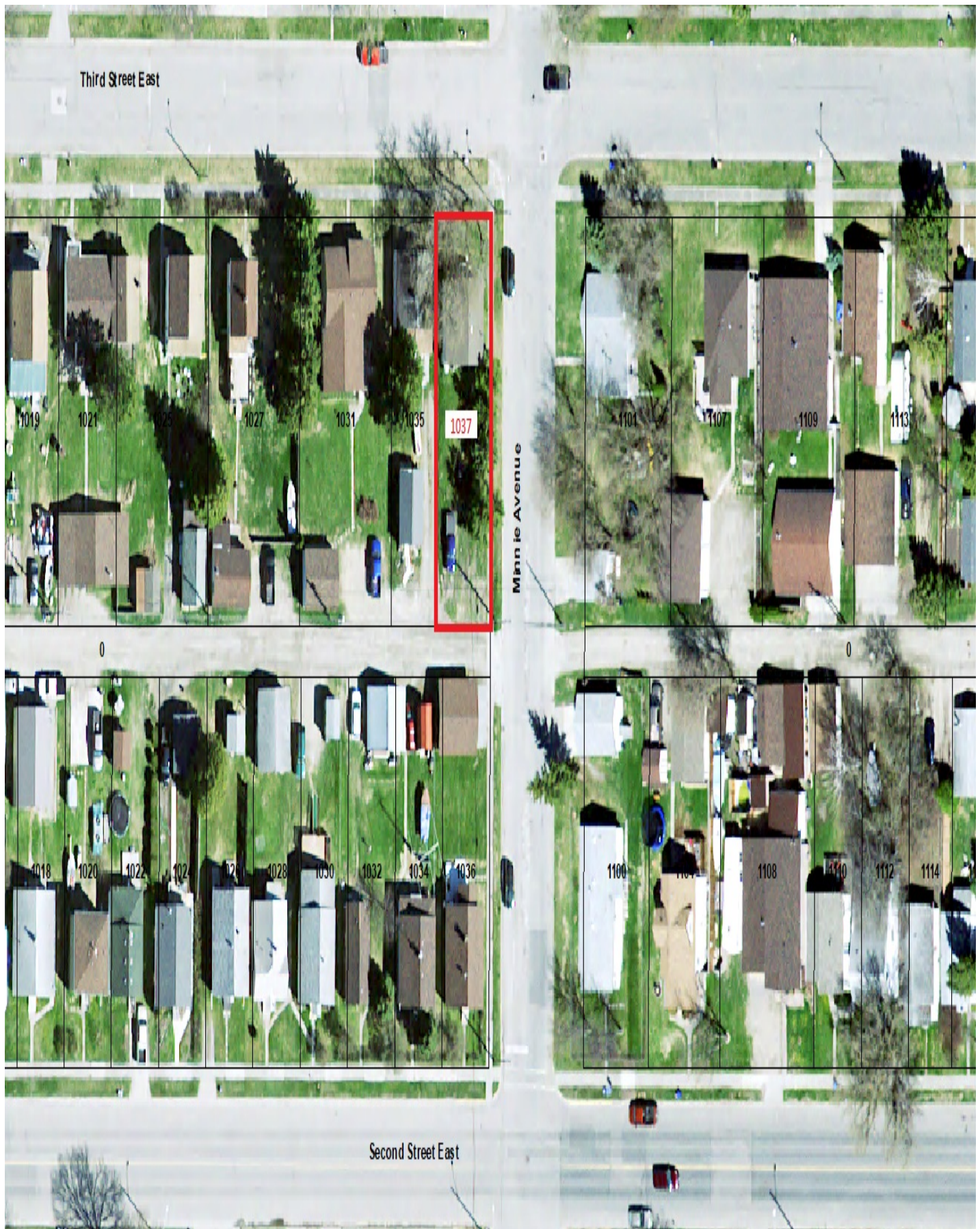
4. Describe how the application confirms to the official plan of the municipality

It is our understanding that this Application will confirm to the Official Plan of Fort Frances on account of the fact that it allows for a second dwelling unit in the premises directly. This is particularly in light of the fact that the up-to-date zoning by-law came into effect on or about 2020.

SCALE 1/4"=1'-0"









NOTICE OF PUBLIC MEETING

Zoning By-Law Amendment

TAKE NOTICE that Council will hold a Public Meeting on Monday April 11, 2022, for the purposes of providing information to the public on proposed amendments to the Zoning By-law relative to an application received from **2670568 Ontario Limited**.

An application to amend the Zoning By-law (File B2-2022) submitted by **2670568 Ontario Limited** seeks the following for 1229 Cornwall Avenue (locally known “Lagoon Property”) which is currently zoned Waste Disposal Industrial (M3):

- 1) To add a site-specific permitted use for Industrial Scale Computing; and
- 2) To utilize sea-cans or containers converted to Buildings and/or a constructed structure to house the Industrial Scale Computing equipment; and
- 3) To add a site-specific permitted use for the establishment of a 150 MW Solar Farm to produce solar energy and/or feed into the electrical grid.

The Town of Fort Frances will hold a public meeting to provide interested parties the opportunity to make comments, identify issues, and provide additional information relative to the proposed amendments. Any person may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposal. Individuals making an oral submission at the Public Meeting are requested to submit a written outline to the Town Clerk.

The public meeting will be held:

Meeting Date: April 11, 2022

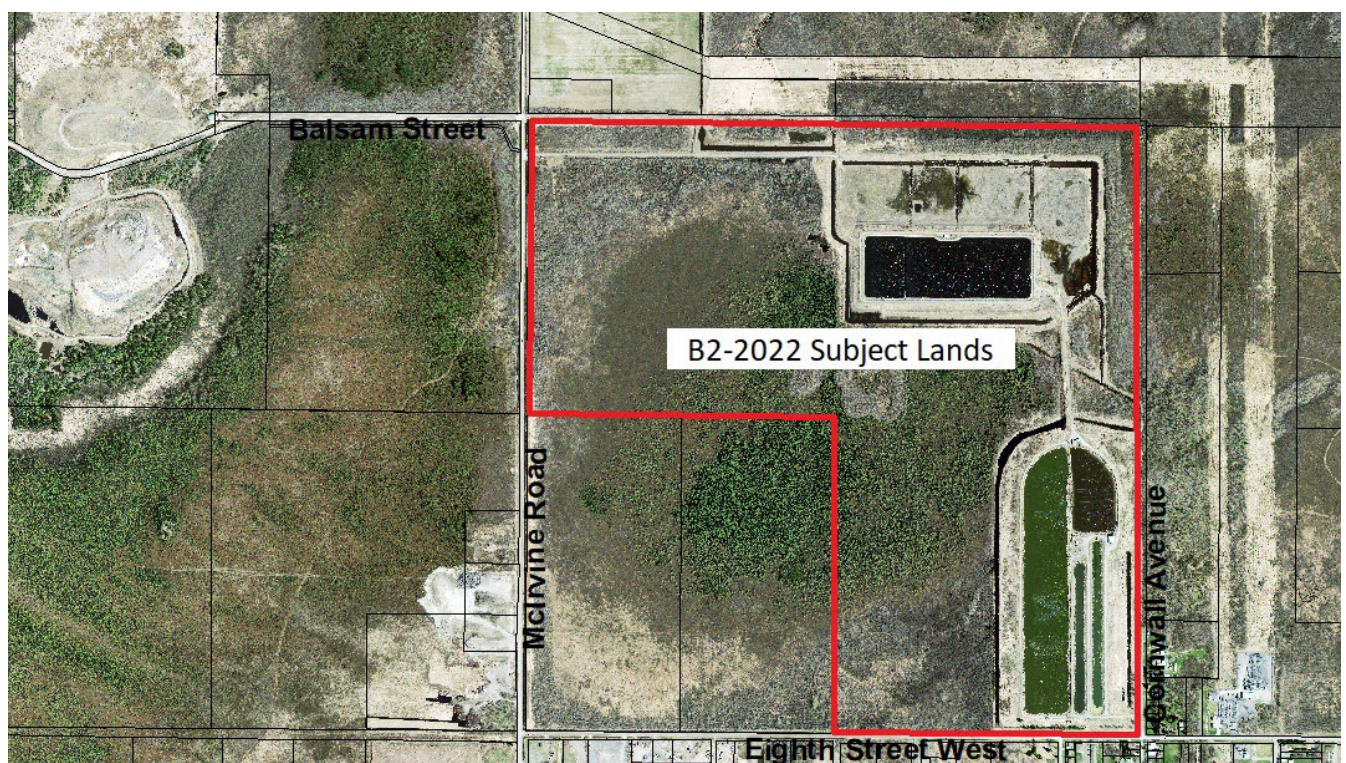
Meeting Time: 5:30 p.m. or as soon thereafter as can be accommodated

At the time of advertisement, the Town of Fort Frances is still hosting public meetings virtually and via teleconference. A digital link will be available at the top of the Committee of the Whole meeting agenda for April 11, 2022. Participants wishing to join via telephone can do so by calling 1-807-701-5975 and entering Conference ID 863 617 829#.

If you wish to be notified of subsequent meetings or the adoption of the proposed Zoning By-law Amendment, or of the refusal of a request to amend the Zoning By-law, you must make a written request to the Clerk’s Office, 320 Portage Avenue, Fort Frances, ON P9A 3P9.

For more information about this matter, including information about appeal rights, contact the Municipal Planner between 7:30 a.m. and 4:00 p.m. on weekdays at 807-274-9893 ext. 1312 or by email at cvangel@fortfrances.ca.

KEY MAP



Cody Vangel, CBO/Municipal Planner
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9



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

www.fort-frances.com

APPLICATION FOR ZONING BY-LAW AMENDMENT

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

Notice of Public Record:

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

Complete Application:

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

APPLICATION TYPE (check one)

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

1. The name, address, telephone number and email address (if any) of the Applicant:	
2670568 Ontario Limited P.O. Box 365 Otterville, ON N0J 1R0 Attention: Paul Veldman paul@thebmigroup.ca	
2. If known the names and full addresses of the holders of any mortgages, charges or other encumbrances in respect of the subject land:	
Brothers Marketing Inc. P.O. Box 365 Otterville, ON N0J 1R0	
3. The current Official Plan designation of subject land:	Employment Area
4. Describe how the application conforms to the official plan of the municipality?	
see attached Additional Information	
5. The current zoning of the subject land:	M3- Waste Disposal Industrial
6. The nature and extent of the rezoning requested:	
Site specific zoning amendment to: 1) facilitate the lagoon area to be additionally utilized for Industrial Scale Computing and; 2) utilize sea cans or containers converted to Buildings (as per definition) and/or a constructed structure to house the Industrial Scale Computing Equipment and; 3) allow for the establishment of a 150 MW Solar Farm to produce solar energy and/or feed into the electrical grid. See attached Additional Information sheet for definitions of Industrial Scale Computing and Solar Farm. See attached Additional Information for images of proposed sea cans/containers converted to Buildings.	

7. The reason why the rezoning is requested.					
The current zoning would need to remain in place for the lagoons, but given its large size near the Town's industrial area, and proximity to transformers, the parcel would be ideal for additional purposes that promote new investment and employment. The Industrial Scale Computing and Solar Farm would allow for the current function of the lagoon to remain while introducing additional and diverse economic uses.					
8. Is the subject land within an area where the municipality has pre-determined minimum & maximum density requirements or minimum or maximum height requirements?					
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide information relative to these requirements.					
9. The description of the subject land, such as the municipality, concession and lot numbers, registered plan and lot numbers, reference plan and part numbers and name of street and number:					
PIN 56016-0443 Roll number: 010-007-16900-0000 See legal description in attached Additional Information.					
10. The frontage, depth and area of the subject land (in metric):					
Frontage:	see Additional Information	Depth:	see Additional Information	Area:	196.44 hectares
11. Is the application to implement an alteration to the boundary of an area of settlement or to implement a new area of settlement?					
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide details of the official plan that deals with the matter					
12. Is the application to remove land from an area of employment?					
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide details of the official plan that deals with the matter.					
13. Is the subject land within an area where zoning with conditions may apply?					
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide an explanation of how the application conforms to the official plan policies relating to zoning with conditions					
14. Is access to the subject land by provincial highway, a municipal road that is maintained all year or seasonally, another public road or a right of way or by water?					
Access is via Eighth Street and Cornwall Avenue North which is maintained year round by the Town of Fort Frances.					

15. If access to the subject land is by water only, provide details of the parking and docking facilities used or to be used and the approximate distance of these facilities from the subject land and the nearest public land:	
N/A	
16. Existing uses of the subject land:	
Heavy Industrial - Zoned M3 Waste Disposal Industrial - currently used as a lagoon for former paper and kraft mill	
17. Are there any buildings or structures on the subject land: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
18. If answer to question 17 is yes, provide, for each building or structure, the type of building or structure and the setback from the front lot lines, rear lot line and side lot lines, the height in metres of the building or structure and the dimensions or floor area of the building or structure:	
see attached Additional Information	
19. The proposed uses of the subject land:	
The subject land would be for heavy industrial use including the site specific uses for Industrial Scale Computing and a Solar Farm. See attached Additional Information Sheet.	
20. Are any buildings or structures proposed for the subject land? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
21. If answer for question 20 is yes, provide, for each building or structure, the type of building or structure proposed, the setback from the front lot line, rear lot line and side lot lines, the height in metres of the building or structure and the dimensions or floor area of the building or structure:	
<p>Industrial Scale Computing will require sea cans converted to buildings and/or a constructed structure to be established within the RED boundary that is identified within the Additional Information sheet (sketch related to Question 28). The quantity of containers will range from 6 initially (summer of 2022) and up to 80 within a 3-year period, pending regulatory approval.</p> <p>The dimensions of the containers range in size from 5.85m x 2.3m x 3.07m up to 4.15m x 2.5m x 2.75m. If a building was to be constructed, a separate building permit would be applied for.</p> <p>All buildings will meet the minimum setback of 30 metres, and seacans may be stacked up to two high.</p> <p>The Solar Farm will be located throughout the entire property within the BLUE boundary, meeting all minimum setback requirements.</p>	
22. If known,	
a. the date the subject land was acquired by the current owner:	July 9, 2019
b. the date existing buildings or structures on the subject land were constructed:	unknown
c. the length of time that the existing uses of the subject land have continued: lagoon use continues to present	
23. Water is provided to the subject land by a publicly owned and operated piped water system, a privately owned and operated individual or communal well, a lake or other water body or by other means:	
Water is provided by the Town of Fort Frances' publicly owned and operated piped water system.	

24. Whether sewage disposal is provided to the subject land by a publicly owned and operated piped sewage disposal system, a privately owned and operated individual or communal septic system, a privy or other means:	
Sewage disposal is provided by the Town of Fort Frances' publicly owned and operated piped sewage system.	
25. If the application permits development on privately owned and operated individual or communal septic systems, and more than 4500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report, and a hydrogeological report are required. Are these reports attached?	
a. a servicing options report,	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
b. a hydrogeological report	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
26. Indicate whether storm drainage is provided by sewers, ditches, swales or other means:	
Drainage ditches around perimeter of property	
27. If known,	
a. is the subject land the subject of an application under the Act for approval of a plan of subdivision or a consent: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide file number and status of the application:	
b. has the subject land ever been the subject of an application under Section 34 of the Act: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide file number and status of the application:	
c. has the subject land ever been the subject of a Minister's Zoning Order? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide Ontario Regulation number of the Order:	

28. A sketch showing, in metric units, the following:

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

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

Explain:

This proposal supports Employment (1.3) and Employment Areas (1.3.2) as defined in the Provincial Policy statement by providing opportunities for a diversified economic base, maintaining suitable sites for employment uses, and facilitating conditions for economic investments.

The proposal also supports Energy Supply (1.6.11) with the development of a Solar Farm.

30. Is the subject land within an area of land designated under any provincial plan or plans?

Yes ☐ No ☒

31. If answer to question 30 is yes, does the application conform to the applicable provincial plan or plans?

Yes ☐ No ☐

31.1. Proposed strategy for consulting with the public with respect to the application.

The proponent will work with the Municipal Planner to determine the most appropriate forum for public consultation which may include newspaper advertisements, information sessions, etc.

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

DECLARATION
Of Applicant or Authorized Agent

I, Mitch Lepage of the Town of LaVallee, in the District of Rainy River solemnly declare that:

All the statements contained in this application are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the

Town of Fort Frances, in the

District of Rainy River, this 25th

day of February 2022



Signature of Applicant or
Authorized Agent



**Karyn L. Haney, a Commissioner for
the Corporation of the Town of Fort
Frances, District of Rainy River.**

Signature of Commissioner etc.

PLEASE NOTE:

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

COMPLETE IF APPLICANT IS THE OWNER

OWNER'S CONSENT

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

2/22/2022

Date

DocuSigned by:

Paul Veldman

Signature of Owner

COMPLETE IF APPLICANT IS NOT THE OWNER

AUTHORIZATION OF OWNER

I, Paul Veldman, am the owner of the land that is the subject of this application for zoning amendment and, for the purpose of processing and the Freedom of Information and Protection of Privacy Act, I authorize Mitch Lepage to act as my agent for this application and provide any of my personal information that will be included in this application or collected during the processing of the application and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application

2/22/2022

Date

DocuSigned by:

Paul Veldman

Signature of Owner

2670568 Ontario Limited
Zoning Amendment Application
Additional Information

Question 4

The property broadly meets objectives for the Employment including;

1. Providing an opportunity for a diverse range of activities (i.e. Industrial Scale Computing and A Solar Farm) and;
2. Attractive development that will encourage new investment in Fort Frances (\$30M).

Specifically, within the Official Plan, the application conforms to sections;

3.1.8 Brownfield Redevelopment

The lagoon area is substantial in size and is currently underutilized. The parcel offers high potential for development while maintaining current use as a lagoon.

3.46 Power Generation Facilities and Green Energy

The solar farm is an opportunity for Green Energy to be established in an area where there is minimum impact on adjacent lands.

4.2.1 Employment Area Objectives

Meets objectives stated below.

- a) To provide opportunities to develop a diverse range of employment opportunities for the present and future residents of Fort Frances. *Industrial Scale Computing and a large-scale solar farm would be new industries for Fort Frances that would provide technical jobs in Fort Frances.*
- b) To ensure that there are sufficient lands designated for development opportunities at all times. *The parcel is sufficient in size (485 acres), to support the current lagoon and support the new proposed uses.*
- c) To provide for attractive development that will encourage investment in Fort Frances. *Large Scale Computing is an emerging and competitive market that will bring new investment into Fort Frances. The solar energy farm will also result in new investment in green technologies.*

4.2.2 Permitted Uses

Large Scale Computing meets current standards for a permitted use within Light Industrial Zone.

4.2.3 Industrial Uses

Large Scale Computing could meet the intent industrial uses.

2670568 Ontario Limited
Zoning Amendment Application
Additional Information

Question 6

Definitions

Building (as per Fort Frances zoning By-law 3/14)

Any roofed structure, whether temporary or permanent, used or built for the shelter, accommodation or enclosure of persons, animals, materials or equipment and includes any vessel or container used for any of the foregoing purposes.

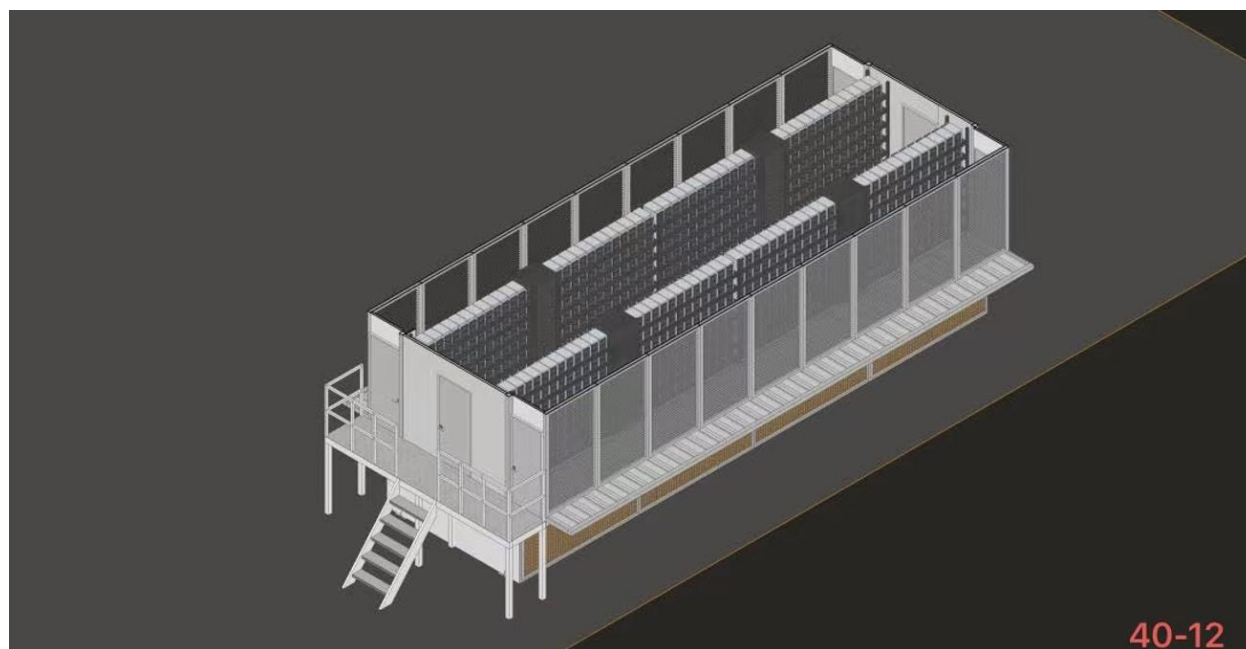
Industrial Scale Computing

The use of premises for the purpose of housing computer systems that collect, maintain, store, and/or process data for profit. Typical uses include but are not limited to blockchain/cryptocurrency mining and data centres.

Solar Farm

150MW of Photo Voltaic Solar Generation utilizing either a fixed mounting or a variable tracking system.

Images of Proposed Buildings



2670568 Ontario Limited
Zoning Amendment Application
Additional Information



2670568 Ontario Limited
Zoning Amendment Application
Additional Information

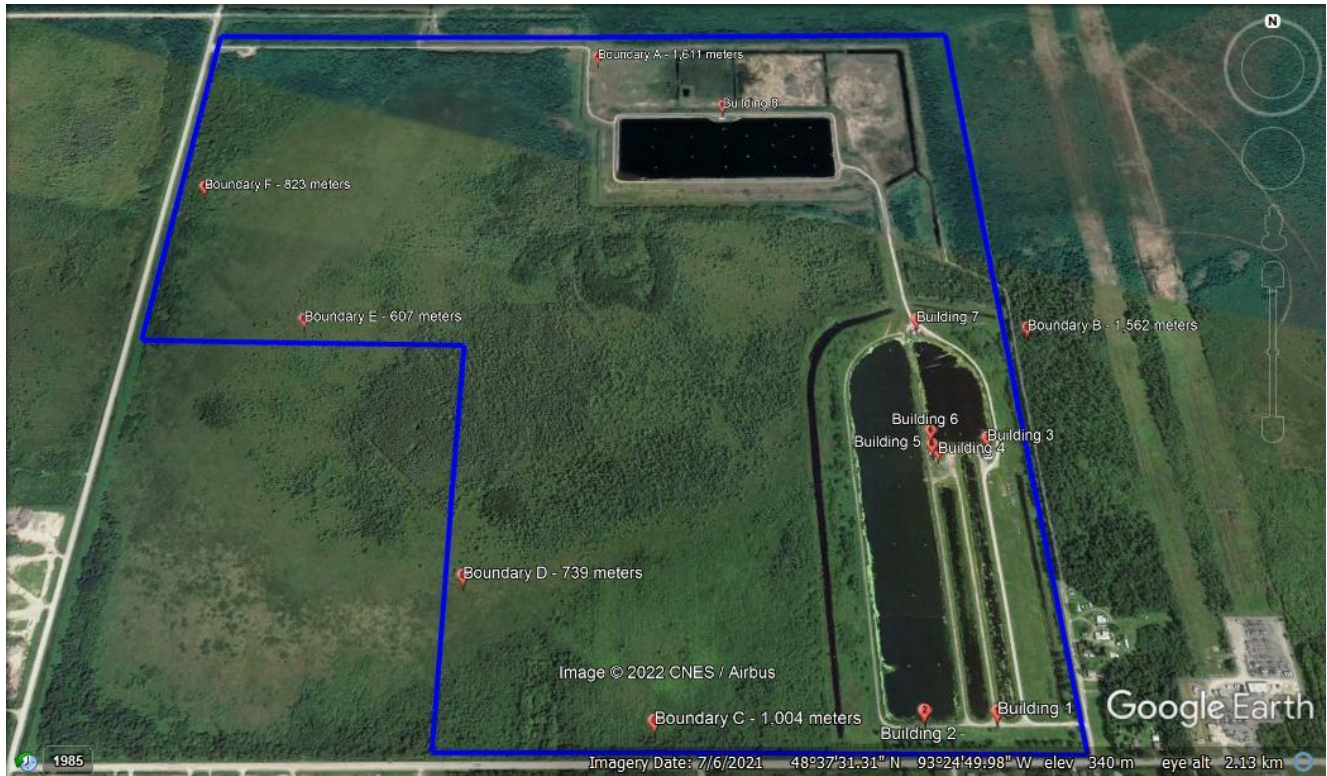
Question 9

PCL BLK 1-4 SEC SM49; FIRSTLY, BLK 1 PL SM49 MCIRVINE; BLK 2 PL SM49 MCIRVINE; BLK 3 PL SM49 MCIRVINE; SECONDLY, PT SEC 29 MCIRVINE PT 1, 48R3176, SURFACE RIGHTS ONLY AS PT 2, 48R3176; THIRDLY, PT HUDSON BAY COMPANY RESERVE MCIRVINE PT 3, 48R3176; FOURTHLY LT 1 PL SM145 MCIRVINE SURFACE RIGHTS ONLY; LT 2 PL SM145 MCIRVINE; LT 3 PL SM145 MCIRVINE EXCEPT PT 1, 2 & 3, 48R3385; LT 4 PL SM145 MCIRVINE; LT 5 PL SM145 MCIRVINE; LT 6 PL SM145 MCIRVINE & LT 7 PL SM145 MCIRVINE, EXCEPT PT 4, 48R3385 FIFTHLY SE1/4 SEC 29 MCIRVINE EXCEPT PT 5, 48R3385; FORT FRANCES

2670568 Ontario Limited
Zoning Amendment Application
Additional Information

Question Number 10

Distance measurements derived from Google Earth and are not exact



2670568 Ontario Limited
Zoning Amendment Application
Additional Information

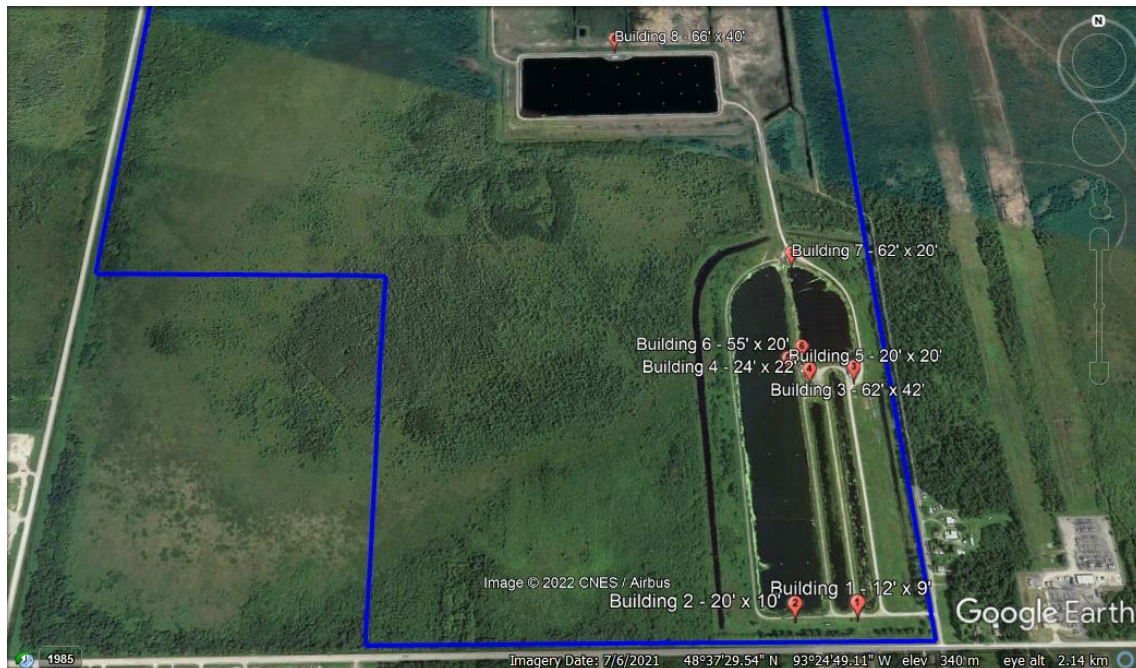
Question Number 13

See attached document, Airport Zoning Regulations.

2670568 Ontario Limited
Zoning Amendment Application
Additional Information

Question Number 18

Building Number	Type of Structure	Size (metres)	Height (metres)	Distance from lot lines (metres) (south/east)
1	Slab on grade Cinderblock	3.65 x 2.74	2.44	40/130
2	Slab on grade Wood frame	6.09 x 3.04	2.44	40/240
3	Slab on grade Wood frame	18.89 x 12.80	4.88	500/64
4	Slab on grade Wood frame	7.32 x 6.70	2.44	500/150
5	Slab on grade Wood frame	6.09 x 6.09	2.44	510/165
6	Slab on grade Wood frame	16.76 x 6.09	2.44	519/155
7	Slab on grade Wood frame	18.89 x 6.09	2.44	770/150
8	Slab on grade Wood frame	20.11 x 12.19	2.44	1310/500



Location of buildings on properties
(Measurements of buildings are indicated in feet, not metres in diagram)

2670568 Ontario Limited
Zoning Amendment Application
Additional Information

Question Number 19

INDUSTRIAL SCALE COMPUTING – DATA CAMPUS INFORMATION SHEET

2670568 Ontario Limited has been actively working with a project partner to develop a data campus in Fort Frances. As per the definition provided, a data campus can be a component of Industrial Scale Computing. One proposed location for the data campus is the lagoon located on Eighth Street and Cornwall Avenue North. This is an excellent location as, given its large size, the parcel could continue to serve its currently function as a lagoon while also being a data campus that mines cryptocurrency. See the information below for more detail.

What is cryptocurrency?

Cryptocurrency is a digital or virtual currency that is secured by cryptography, which makes it nearly impossible to counterfeit or double-spend.

Cryptocurrencies are generally not issued by any central authority, such as governments or banks.

Bitcoin is a type of cryptocurrency.

What is cryptocurrency mining?

Crypto mining is the process of creating individual blocks added to the blockchain by solving complex mathematical problems. The purpose of mining is to verify cryptocurrency transactions and show proof of work, [adding this information to a block on the blockchain](#), which acts as a ledger for mining transactions. As return, the more calculation power contributed, the more crypto coin will be earned. Calculation power could not be only used for recording transactions and ownership but also increase searching speed for Google, download speed for YouTube etc.

Cryptocurrency mining is energy intensive and takes place within an enclosed structure (a container/sea can converted to a building).

In Fort Frances, 2670568 Ontario Limited is proposing the development of a Data Campus that will be comprised of a series of sea cans converted to buildings (starting with 6 and expanding up to 80)

2670568 Ontario Limited
Zoning Amendment Application
Additional Information

and/or a constructed structure within a proposed development area on the former mill lagoon property. The sea cans/buildings use natural wind flows in on one side/or from bottom and out on the other side for cooling. Some of the sea cans/buildings may also use water for cooling. Noise/decibel levels are estimated at 0.7MWh/105db.

What does a cryptocurrency operation look and sound like?

An example of a large operation is in this video;

<https://m.youtube.com/watch?v=x9J0NdV0u9k>

Does cryptocurrency mining create new jobs?

Yes, skilled jobs are created. In Fort Frances we would anticipate that 70 jobs would be created during the operation phase and even more during construction. We have engaged leading organizations for professional services related to the facility and are working with former mill employees and hydro providers, including FFPC, to assist with connections and on-site technical and logistical solutions to ensure a viable facility.

We plan to run 50,000 devices in Fort Frances. The data campus runs 24 hours per day, with three shifts. Every 2000 - 3000 devices need at least 1 technician and an entire management team.

Who would operate the Data Campus?

2670568 Ontario Limited, with an experienced partner would operate the Data Campus. Our partner's team have built over 1040 MWh crypto mining center all over the world and operated more than 800,000 mining devices.

What's the investment plan?

2670568 Ontario Limited's partner plans to invest \$30M in electrical and building infrastructure in the next 2 years.

What's the trend for blockchain?

Blockchain is the general direction of future development. The world's computing power will be further decentralized and the core economy of blockchain is mining. Blockchain is a great contributor for development of the economy.

2670568 Ontario Limited
Zoning Amendment Application
Additional Information

SOLAR FARM INFORMATION SHEET

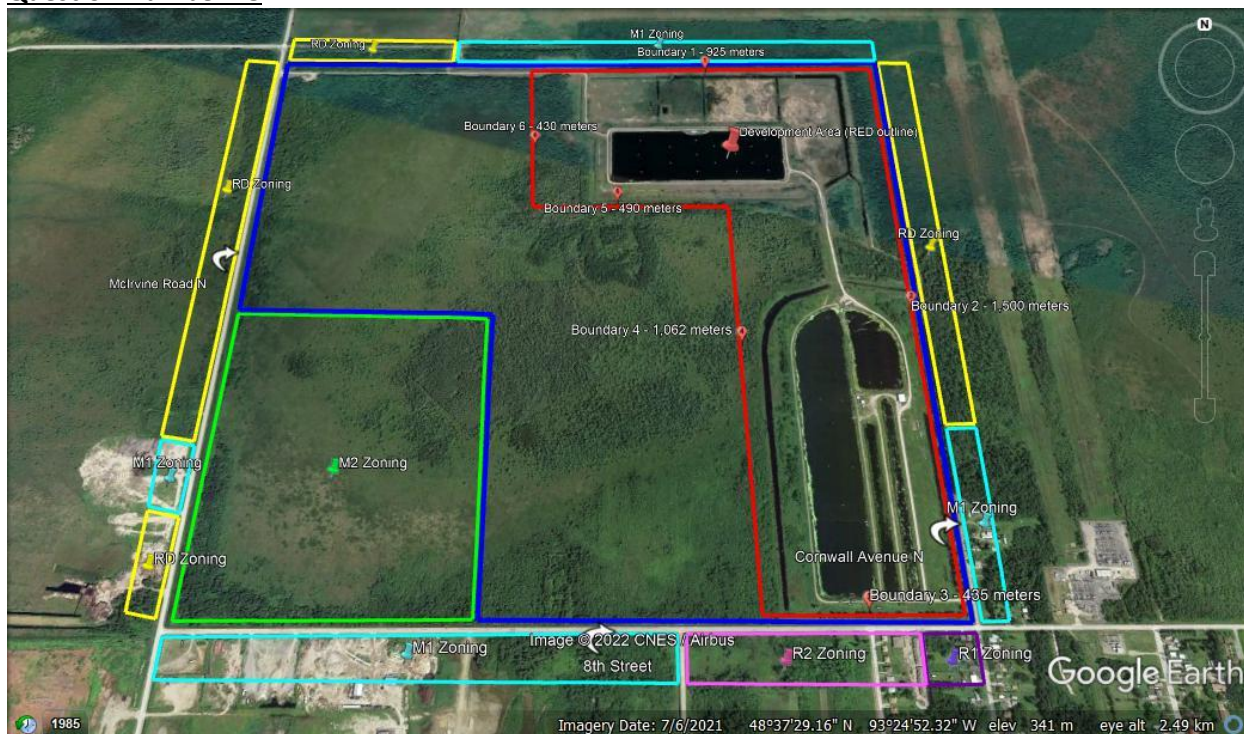
2670568 Ontario Limited has been working with project partners to expand the use of the former mill lagoon parcel to incorporate a 150MW solar farm utilizing either a single axis or fixed track system.

- The solar farm would be located throughout the lagoon parcel and not dedicated to one area. See diagram below.
- The lagoon parcel is very close to Hydro One and Fort Frances Power Corporation stations; discussions have been on-going with the Fort Frances Power Corporation about the solar farm.
- The solar farm would have the potential to feed into the I IESO Capacity market or support on-site systems or other initiatives.
- After all various permits and approvals are received, installation and construction typically take 1 to 2 years to complete a project of this size, utilizing a labour force of ~110 individuals.
- The above labour force would result in at least \$10 -12 Million in wages.
- Once the project is operational it would employ a skilled work force (5–10 individuals) to operate and maintain the PV, Tracking and Power Station equipment which would provide \$1 to \$2 Million in annual wages and local benefits.
- This project will significantly reduce the environmental impact of burning of fossil fuel and the carbon footprint of the local area.



2670568 Ontario Limited
Zoning Amendment Application
Additional Information

Question Number 28





Cody Vangel
 Chief Building Official
 Town of Fort Frances
 320 Portage Avenue
 Fort Frances, ON P9A 3P9

March 10, 2022

Re: Additional Site-Specific Uses for Lagoon Zoning Amendment

Dear Cody;

As discussed, please accept this letter as a request to add additional site-specific uses onto the zoning amendment application that was submitted by 2670568 Ontario Limited, and that you acknowledged on March 2, 2022. We are requesting that the zoning of the parcel be changed to allow 2670568 Ontario Limited to convert the site to an energy complex that will respond to the future needs of Fort Frances and the Province of Ontario.

The additional uses are to include:

- **Transmission of electricity, including infrastructure (towers and lines)**
 - Transmission is an interconnected group of lines and associated equipment for the movement or transfer of electric energy between points of supply and points at which it is transformed for delivery to customers or is delivered to other electric systems.
 (Source: NERC Glossary of Terms)
- **Electric substations**
 - A facility for switching electrical elements, transforming voltage, regulating power, or metering. (Source: NERC Glossary of Terms)
- **Battery Energy Storage System (BESS)**
 - A Battery Energy Storage System (BESS) is a type of energy storage that uses a group of batteries to store electrical energy. Battery storage is the fastest responding dispatchable source of power on grids, and it is used to stabilise grids, as battery storage can transition from standby to full power within milliseconds to deal with grid failures.
 - Battery Energy Storage Systems (BESS) will be critical for System Operators to bridge the transition from fossil fuels to the green renewable energy future. Battery storage is one of the main emerging technologies used to store electricity during low use periods. Its stored energy can be used during higher load and capacity short periods. BESS systems are also being combined with intermittent resources (wind, solar etc.) to create the flexible power grids of the future.
 - There are some very recent examples in Ontario of Battery Storage Power Stations including.

<https://www.pcl.com/ca/en/our-work/ellwood-bess---ontario->

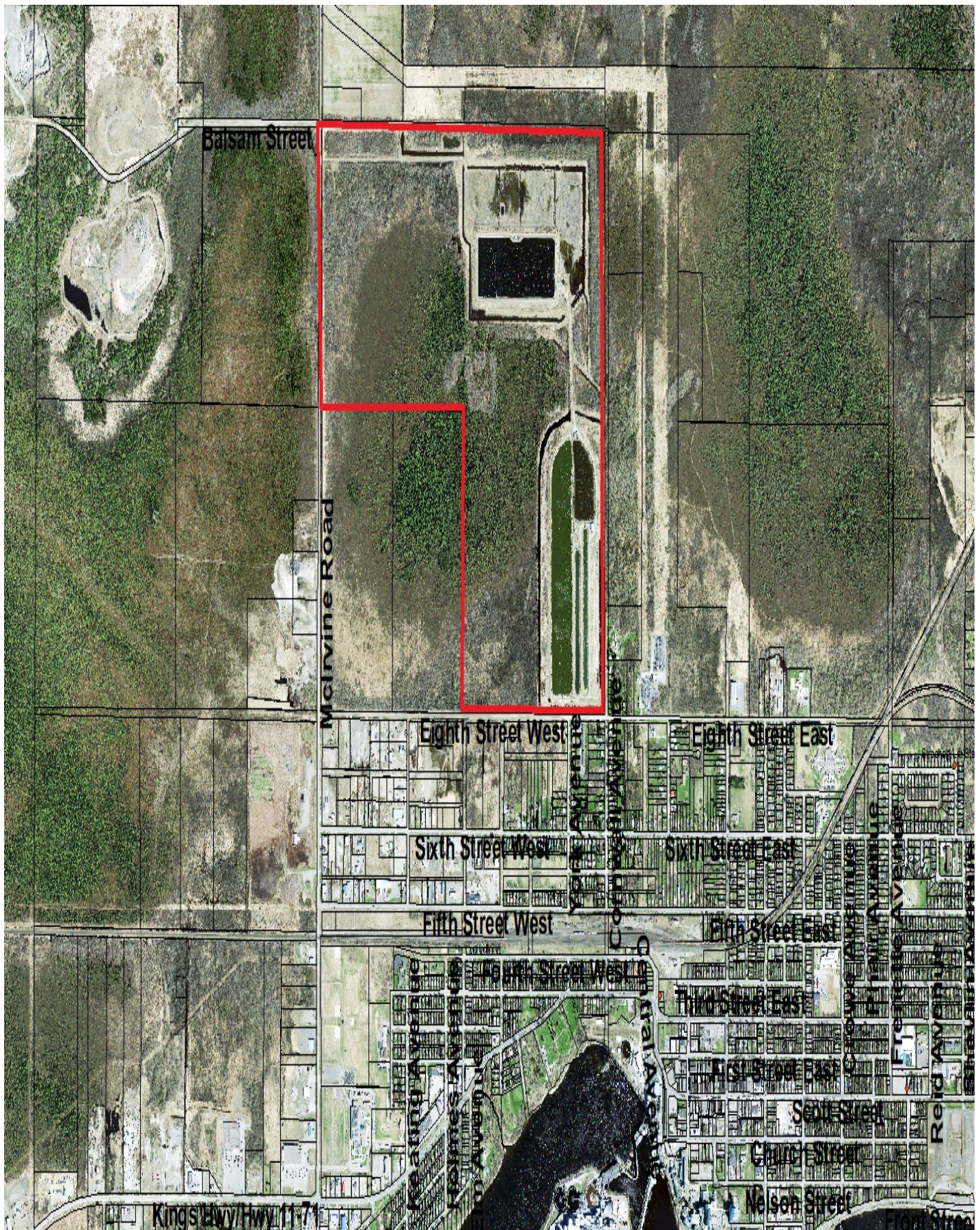
<https://www.energy-storage.news/ontario-industrial-battery-project-completed-to-capitalise-on-big-power-cost-savings/>

Please advise if you require any additional information.

Sincerely,

Mitch Lepage
 General Manager – Northern Ontario







2022 BUDGET PUBLIC MEETING

- ▶ April 11, 2022
- ▶ Council Chambers
- ▶ Presented By: Dawn Galusha, Treasurer

BUDGET PROCESS

- ▶ Municipalities exist under the mandate of the Province.
- ▶ Municipal Act and a variety of other Provincial Acts
- ▶ Provincial requirement to prepare a Budget
- ▶ This public meeting will explain:
 - ▶ How the Town is financed
 - ▶ How your tax dollars are applied

2022 BUDGET PROCESS

- ▶ Process began with Management and Administration preparing estimates and then preparing an in-depth review of those estimates
- ▶ The detailed budgets were brought to each executive committee of Council for input
- ▶ A full detailed budget was provided to Council and a Committee of the Whole Meeting was held on February 22.
- ▶ During this meeting Council evaluated and reviewed the challenging requests and approved the 2022 budget.

UTILITIES

- ▶ The Town of Fort Frances also operates 2 utilities:
 - ▶ Water and Sewer
- ▶ The operations of the two Utilities are funded by:
 - ▶ The user fees that they generate
- ▶ They do not affect property tax rates directly
- ▶ Also, the Town is the sole shareholder of the Fort Frances Power Corporation
 - ▶ Electrical rates fully fund the FFPC

SOURCES OF MUNICIPAL REVENUE

- ▶ The Town of Fort Frances has four sources of revenue:
 - ▶ Taxation (including Payment In-Lieu of Taxes)
 - ▶ Conditional and Unconditional Grants
 - ▶ User Fees, Permits, Licenses and Fines
 - ▶ Other revenues such as penalties and interest, rents, sale of land and equipment, etc.

PROPERTY TAXATION

- ▶ Main source of revenue
- ▶ Consists of 2 main components
 - ▶ Tax Base (assessment)
 - ▶ Assessed value of property is determined by the Municipal Property Assessment Corporation (MPAC)
 - ▶ Due to COVID, the Province determined that the Assessment Values would remain at the 2020 values
 - ▶ Tax Rates (Municipal and Education)
 - ▶ Municipal- set by Town Council
 - ▶ Education- set by the Province of Ontario
- ▶ Special charges- Business Improvement Area Charges
 - ▶ Added only to specific areas

PROPERTY TAX RATES

- ▶ Tax Ratios- define the municipal tax rate of each property class in relation to the Residential Tax Ratio of 1
 - ▶ Because the assessments for all properties that did not have a physical change are the same as 2021, the 2022 Starting Ratios would match Revenue Neutral Ratio in most instances.

PROPERTY TAX RATES

- ▶ Property tax rates are set by Town Council based on the estimated revenue needed to operate and maintain town services and its infrastructure
- ▶ Property tax rates are subject to Provincial regulations:
 - ▶ Levy restriction for the Multi-residential, Commercial and Industrial Property Classes

LEVY RESTRICTION OR HARD CAPPING EXPLAINED...

- ▶ Provincial legislation prohibits municipalities from applying municipal levy increases on:
 - ▶ Multi-residential,
 - ▶ Commercial, and
 - ▶ Industrial property classes
- ▶ Where the tax ratio is above the provincial threshold the restricted class cannot be increased by more than 50% of the levy increase applied to non-capped properties

ASSESSMENT

- ▶ MPAC is responsible for determining property assessment valuations based on policies stipulated in the Assessment Act
- ▶ Assessment Act
 - ▶ Amended in 2007
 - ▶ Properties valued every four years, beginning with the 2009 tax year
 - ▶ 2017 began the third 4-year cycle
 - ▶ Assessment increases are phased in over the 4 year period (2017-2020)
 - ▶ Assessment decreases are immediate
- ▶ **Assessment for 2022**
 - ▶ 2022 should have been the second year of the next 4 year assessment cycle. This was deferred due to COVID, so properties have the same assessment as they did in 2020

GRADUATED TAXATION

- ▶ Graduated Taxation was implemented in 2017, with adjustments in 2018
 - ▶ 2 bands
 - ▶ Band #1- \$0-3.6 Million
 - ▶ Band #2- Over \$3.6 Million
- ▶ Provincial tool provided the Town the ability to set a tax rate for Band #1 at a rate of 60% of Band #2
- ▶ Self-funded within the Commercial class and does not shift any further tax burden onto the Residential Property class.

USER FEES

- ▶ The Town has discretion to determine the services for which it will charge a fee. Some examples of fees charged are:
 - ▶ Sports Centre ice rental fees
 - ▶ Landfill site tipping fees
 - ▶ Garbage bag tag fees
 - ▶ Airport landing fees
 - ▶ Building permit & zoning application fees
- ▶ Many fees increased by 4.0% (same as CPI inflationary increase for Sept 2020 to September 2021)
- ▶ Province regulates:
 - ▶ Fees are based on cost recovery not to “make a profit”

USER FEES

- ▶ Council approved by-laws that set out our user fees for 2021 for municipal services and for Water & Sewer rates which were set independently.
- ▶ Water and Sewer rates were revised with a continued view as to:
 1. Impact of Provincial Regulations
 2. Sustain and maintain existing system

LICENCES, PERMITS AND FINES

- ▶ Revenues under this category include:
 - ▶ Business licences
 - ▶ Lottery licences
 - ▶ Building permits
 - ▶ Parking fines
- ▶ Similar to user fees, the Province regulates:
 - ▶ Fees are based on cost recovery not to “make a profit”

MUNICIPAL ACCOMMODATION TAX

- ▶ Effective January 1, 2019- Accommodation providers in the Town were mandated by By-Law to collect and remit a 4% tax on hotel stays
 - ▶ 50% of the collected money will be distributed to the Rainy River Future Development Corporation as the eligible not-for-profit tourism to be used for the exclusive purpose of tourism promotion and development
 - ▶ The other 50% is for the Town to be utilized for tourism and economic development priorities. This year Council will use the funds towards the economic development initiatives.

GRANTS

- ▶ Conditional and unconditional grants from both the Provincial and Federal Governments
- ▶ Ontario Municipal Partnership Fund
 - ▶ Main unconditional grant
 - ▶ \$3,461,900
 - ▶ Increase of \$133,300 or 4% (from 2021 to 2022)
- ▶ Federal and Provincial grants for general operations

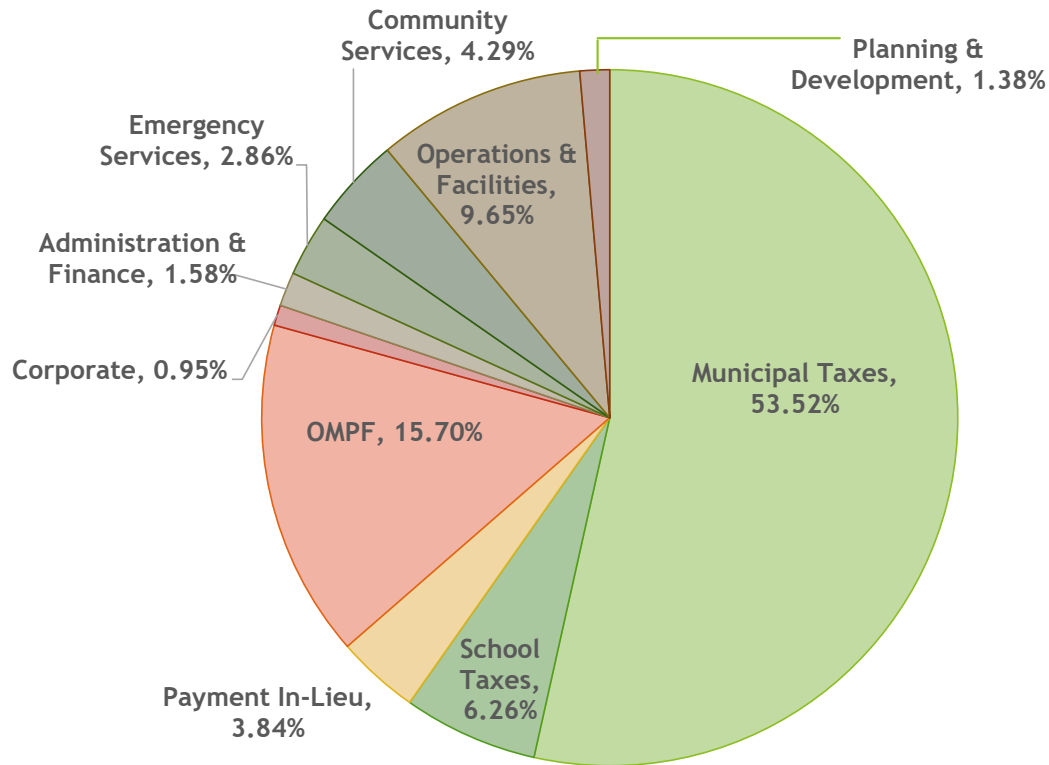
CONDITIONAL GRANTS

- ▶ The Town receives a variety of annual conditional operating grants such as:
 - ▶ \$160,083 Recycling grant (Stewardship Ontario)
 - ▶ \$42,700 Operating grant for the Fort Frances Seniors' Centre
 - ▶ \$71,727 Handi-van Transit (Ministry of Transportation Gas Tax)
- ▶ The Town also receives annual conditional capital grants which fund various road, sidewalk construction projects:
 - ▶ \$490,887 Canada Community Building Fund (Formerly-Federal Gas Tax)
 - ▶ \$1,314,873 Ontario Community Infrastructure Formula Based Funding

SPECIAL PROJECT GRANTS

- ▶ The Town also applies for operational and capital grants for special projects such as:
 - ▶ Connecting Link Funding for road reconstruction projects
 - ▶ OCIF Top-up for road reconstruction projects
 - ▶ New NOHFC programs are available for facility upgrades (ie. Senior's Centre Expansion)
 - ▶ Any other opportunities that arise which will assist with the cost to the Town

2022 BUDGETED REVENUES



Municipal Taxes	11,800,064
School Taxes	1,379,853
Payment In-Lieu	846,852
OMPf	3,461,900
Corporate	209,000
Administration & Finance	348,540
Emergency Services	631,294
Community Services	943,896
Operations & Facilities	2,129,477
Planning & Development	303,436
2022 Revenue	22,057,312

2022 BUDGETED REVENUES

	2021 Budget	2022 Budget	Change
Corporate	\$17,156,197	\$17,697,669	\$ 541,472
Administration & Finance	357,100	348,540	-8,560
Emergency Services (Fire, COVID, OPP)	682,801	631,294	-51,507
Community Services	755,589	943,896	188,307
Operations and Facilities	1,975,244	2,129,477	154,233
Planning and Development	216,770	303,436	86,666
Total	\$21,143,701	\$22,054,312	\$ 910,611

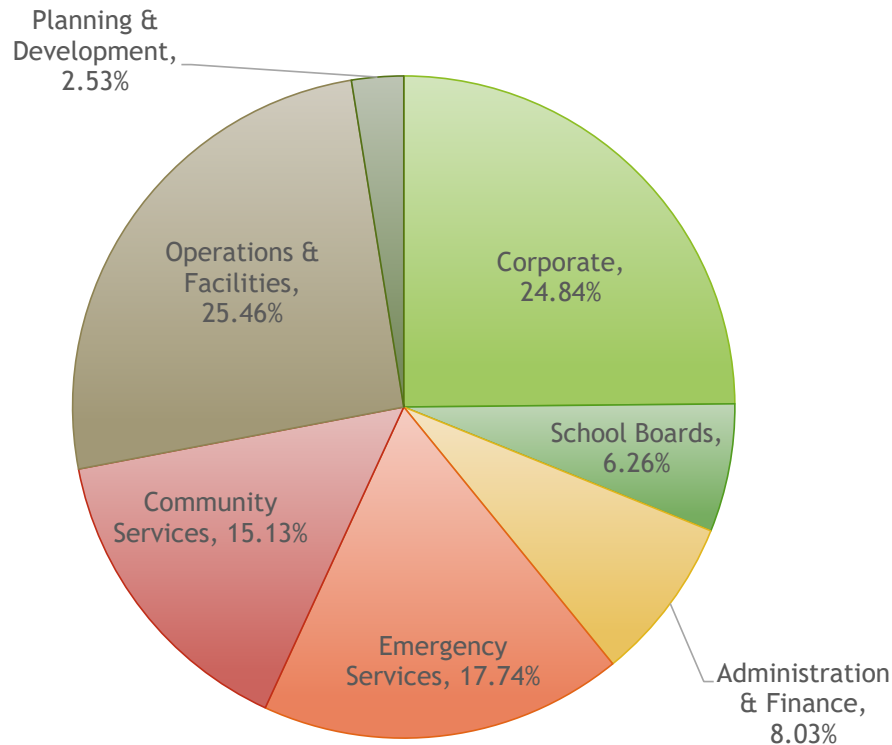
MUNICIPAL EXPENSES and EXPENDITURES

- ▶ Three types of municipal expenses/expenditures:
 - ▶ Operating
 - ▶ Capital
 - ▶ Reserve Fund Contributions
- ▶ Two Broad Categories
 - ▶ Controllable
 - ▶ Administration, Fire and Rescue, Public Works, Museum, Parks, Airport, Handi-Van, By-Law Enforcement, Recreation, Cemeteries, Waste Management, Fort Frances Seniors' Centre
 - ▶ Non-controllable

LONG TERM DEBT

- ▶ Council decision:
 - ▶ Debt
 - ▶ Pay-as-you-go
- ▶ Long Term Debt repayment is part of current operating budget
 - ▶ \$322,911
- ▶ Total debt at the end of 2021 is \$315,410.02 (Principal balance)

2022 OPERATING EXPENSES



Corporate	5,478,904
School Boards	1,379,853
Administration & Finance	1,771,251
Emergency Services	3,912,388
Community Services	3,337,462
Operations & Facilities	5,615,479
Planning & Development	558,975
2022 Expenses	22,054,312

2022 BUDGETED EXPENDITURES

	2021 Budget	2022 Budget	Change
Corporate	\$6,581,294	\$6,858,757	269,811
Administration & Finance	1,635,145	1,771,251	136,106
Emergency Services (Fire, COVID, OPP)	3,984,535	3,912,388	-72,147
Community Services	3,091,889	3,337,462	245,573
Operations and Facilities	5,355,071	5,615,479	260,408
Planning and Development	495,767	558,975	63,208
Total	\$21,143,701	\$22,054,312	910,611

2022 BUDGET SUMMARY

General Division	Revenue	Expenditure	Budget Deficit
Corporate	(\$17,697,669)	\$6,858,757	(\$10,838,912)
Administration & Finance	(348,540)	1,771,251	1,422,711
Emergency Services	(631,294)	3,912,388	3,281,094
Community Services	(943,896)	3,337,462	2,393,566
Operations & Facilities	(2,129,477)	5,615,479	3,486,002
Planning & Development	(303,436)	558,975	255,539
	(22,054,312)	22,054,312	-
Capital Budget	(17,570,975)	17,570,975	-
Water Operating Budget	(3,003,281)	3,003,281	-
Sewer Operating Budget	(2,791,235)	2,791,235	-
	(5,794,516)	5,794,516	-
	(\$45,419,803)	\$45,419,803	-

TAX RATE SUMMARY

The 2022 General Operating Budget results in the following total tax rate (Municipal and Education) increases or reductions as compared to the 2021 tax rates:

3.21% increase for Farmland	3.21% increase for Residential	0.57% increase for Multi- residential	2.87% increase for Commercial	1.72% increase for Industrial	27.10% decrease for Large Industrial	2.92% increase for Pipelines
--------------------------------	-----------------------------------	---	----------------------------------	----------------------------------	---	---------------------------------



For 2022, a reduction of the Large Industrial Tax ratio by one-half of the difference between the 2021 ratio and the Industrial ratio was applied

RESIDENTIAL TAX RATE COMPARISON

Municipal Tax Rates Used

Current Value Assessment	2021	2022	Difference in Tax \$
100,000	1,788.41	1,850.74	62.33
200,000	3,576.82	3701.48	124.66
300,000	5,365.22	5,552.22	186.99

2022 TAX DOLLAR DISTRIBUTION

Contributions to Reserve Funds	15.35
Rainy River District Social Services Administration Board*	14.89
Community Services (Sportsplex, Library, Museum, Daycare, Marina, Sunny Cove)	14.22
Operations & Facilities (Roads, Cemeteries, Parks, Airport, Waste Management)	13.32
Police*	12.45
School Boards*	10.47
Fire/911 Services	5.87
Administration/Council/ Economic Development	5.62
Northwestern Health Unit*	2.90
Long-Term Debt	2.45
Planning & Development (Including By-law)	1.94
Local Hospital Doctor Recruitment	0.52
	<u>\$100.00</u>

\$40.71 of every \$100 is for uncontrollable services/costs*

\$59.29 of every \$100 is for services controlled by the municipality

2022 UNCONTROLLABLE EXPENSES

	2021 Budget	2022 Budget	Change
Health Unit	\$ 377,954	\$ 381,992	\$ 4,038
RRDSSAB	1,923,520	1,962,082	38,562
Policing Contract	2,706,631	2,654,708	-51,923
Total	\$ 5,008,105	\$ 4,998,782	\$ -9,323

RESERVE AND RESERVE FUNDS

- ▶ Critical component of the Town's Long-Term financial plan
- ▶ Provides financing of capital assets
- ▶ Building of Reserve Funds is primarily accomplished through:
 - ▶ the allocation of annual operating surpluses
 - ▶ Operational budget allocations
 - ▶ To sustain asset management strategies
- ▶ 2022 General Operating budget allocates
 - ▶ \$2,022,900 to Corporate Vehicles/Equipment, Projects, and Building reserve funds
 - ▶ \$23,360 to Post Landfill Closure reserve fund
- ▶ Water and Sewer Operating Budgets allocate any surplus to Waterworks & Sanitary Sewer Reserve Funds, and \$17,982 to Water meter Replacement Reserve Fund. In addition, Contributions to Capital projects from the W&S Operating Budgets account for \$2,608,016
- ▶ The Federal Gas Tax Capital funding of \$490,887 is also directed to reserves.

RESERVE AND RESERVE FUNDS

Reserve Funds (as of Dec 31/21)	\$20,342,798
2022 Estimated Interest Earned	107,890
2022 Estimated Transfers to Reserves	5,134,168
2022 Estimated Transfers from Reserves	<u>-9,136,346</u>
Subtotal	16,448,510
Reserve for Working Capital	<u>1,500,000</u>
Total Reserve & Reserve Funds	\$17,948,510

ADDED COSTS vs. EFFICIENCIES

- ▶ COVID-19 has changed the way we do business in many ways- unfortunately, in some areas, such as Community Services and cleaning, we have not seen efficiencies, but rather additional costs. This mostly is presented in the form of additional sanitization and cleaning.
- ▶ Fuel prices have risen and significantly effect the added costs
- ▶ Efficiencies allow a service to continue in a less expensive manner
 - ▶ ie. Less human and equipment resources
- ▶ Asset Management Plan
 - ▶ Funding to bring the Plan to a current status
 - ▶ Future budgeting decisions to be made based on the Asset Management Plan
- ▶ The Town continues to seek additional efficiencies.

CURRENT ECONOMIC SITUATION

- ▶ Council has a difficult task of:
 - ▶ Balancing the needs of the community,
 - ▶ Maintaining acceptable service levels,
 - ▶ Making every effort to strengthen the local economy,
 - ▶ While providing fairness in taxation and value in service to our residents
- ▶ COVID-19 has impacted the community, Province, Country and World in significant ways in order to limit the spread of the virus.
- ▶ The future of the Large Industrial Class tax base for mill properties is still unknown- this is a great opportunity for the Town to be reinvented
- ▶ Escalating operating costs- Salaries, benefits, heat, hydro, repairs
- ▶ Aging infrastructure and growing infrastructure deficit

QUESTIONS or COMMENTS

► Thank you!

**Town of Fort Frances
Administrative Report**

TO: Mayor and Council
FROM: Faisal Anwar, CAO
SUBJECT: Sister Kennedy Seniors Centre – Special Occasion Permit
DATE: April 11, 2022

Issue:

Consider adding Sister Kennedy Seniors Centre (SKSC) on the list of Municipal Facilities Eligible for Special Occasion Permits.

Strategic Impact:

Objective 13. Maintain / enhance existing levels of service

Objective 18. Continue to promote and support Fort Frances Seniors Centre

Administrative Recommendation:

RECOMMENDED THAT Council of the Town of Fort Frances amend the Municipal Alcohol Policy by removing the Sister Kennedy Seniors Centre from the list of Municipal Facilities not Eligible for Special Occasion Permits and adding it to the list of Municipal Facilities Eligible for Special Occasion Permits, thus allowing special occasion permits to be obtained by third parties.

Further THAT administration be authorized to charge \$131.02 for an event that does not use the kitchen and \$237.19 for an event that does use the kitchen to rent the facility for the purpose of hosting an event with a special occasion permit.

FURTHER THAT Council approves hours of closure as 10:00 p.m. for events held at the Sister Kennedy Seniors Centre.

FURTHER THAT the supervision will solely be the responsibility of the individual renting the premises and pictures will be taken before and after the event to ensure that no damage has been done to the premises during the event and it is left clean and orderly.

Options/Alternatives:

1. Add SKSC on the list of Municipal Facilities Eligible for Special Occasion Permit.
2. Do not add SKSC on the list of Municipal Facilities Eligible for Special Occasion Permit.
3. Council provides another direction to administration.

History:

On January 25, 2022, the Sister Kennedy Seniors Centre Board of Management has requested that the Sister Kennedy Senior Center be removed from the list of “Municipal Facilities not Eligible for Special Occasion Permits” and be added to the list of “Municipal Facilities Eligible for Special Occasion Permits”.

At the regular meeting of Council on February 14, 2022, the administration recommended an amendment to the Municipal Alcohol Policy by removing the Sister Kennedy Senior Centre from the list

of Municipal Facilities not eligible for special occasions permits or alcohol consumption and adding it to the list of Municipal Facilities eligible for special occasions permit or caterer endorsement. Council referred this item back to the Community Services Executive Committee requesting determination of hours of availability for the facility and event supervision with the Board's input.

At the regular meeting of the Sister Kennedy Seniors Centre Board of Management on March 10, 2022, this matter was further discussed.

Analysis:

The purpose of the request was to increase the attractiveness of the Sister Kennedy Seniors Centre to potential renters and increase the revenue realized by the Centre. If approved this would allow the Centre to rent out the facility much like the Auditorium that can be rented for events with alcohol. As with the Auditorium, an increase in the cost of booking the facility for such a purpose should be considered.

Currently, it costs \$45.53 to rent the Centre. It costs \$216.51 to rent the auditorium, and for a wedding/social including kitchen use it costs \$473.37. The administration explored the following options regarding rental charges for an event at the Centre with a special occasion permit:

- 1) Charge \$45.53 for the facility with no change to host an event with a special occasion permit;
- 2) Charge \$216.51 for an event that does not use the kitchen and \$473.37 for an event that does use the kitchen. Same as Auditorium; and
- 3) Charge \$131.02 for an event that does not use the kitchen, and \$237.19 for an event that does use the kitchen.

In conjunction with the Community Services Executive Committee, the administration recommends option no. 3 as these rents are an average of the current charge and the rents for the auditorium.

The SKSC Board of Management is in the opinion that renter shall be responsible for event supervision and ensure that the facility be left clean and orderly after the event, and the event shall be wrapped up by 10:00 PM. It would help in saving staff and volunteer time to supervise during and cleanup at the end of the event.

Consultation:

- Sister Kennedy Seniors Centre Board of Management

Supporting Document / Financial Documents:

- Letters from SKSC Board of Management
- Municipal Alcohol Policy

January 25, 2022

Community Services Executive Committee
740 Scott Street
Fort Frances, ON

Gentlemen:

At the December 13 meeting of the Sister Kennedy Board of Management a motion was passed requesting that the Town remove the Sister Kennedy Centre from the list of "Municipal Facilities not Eligible for Special Occasion Permits" and be added to the list of "Municipal Facilities Eligible for Special Occasion Permits".

It is our contention that if the facility was eligible for special occasion permits that it would be a more attractive venue to rent for events such as anniversaries or birthday parties. Thank you for your consideration of this request.

Sincerely

Irene Laing
Chair

401 Nelson Street
Fort Frances, ON
P9A 1B3

March 11, 2022

Community Services Executive Committee
740 Scott Street
Fort Frances, ON

Gentlemen:

Further to our request to have the Sister Kennedy Centre added to the list of "Municipal Facilities Eligible for Special Occasion Permits". The matter of supervision was discussed at our March meeting. We are recommending that the individuals renting the premises be responsible for supervising. As well, a closing time of 10 p.m. is recommended. Pictures will be taken both before and after the event to ensure that no damage has been done.

Thank you for your attention to our request. I hope that this additional information will be helpful.

Sincerely

Irene Laing
Chair

THE TOWN OF FORT FRANCES

Section: Community Services

Policy: Municipal Alcohol Policy

Creation Date: FEBRUARY 1995

Resolution Number:

Revision Date: JULY 2018

Policy Number: 2.1

1. POLICY OBJECTIVES

- A. To develop appropriate procedures and provide education to individuals or groups wishing to hold events in municipally-owned facilities to ensure that all legislation pertaining to Special Occasion Permits is properly understood and strictly complied with.
- B. To ensure proper supervision and operation of Special Occasion Permit events to protect the organizers, the participating public, volunteers, the Corporation and its staff from liability by providing education in prevention and intervention techniques and through effective management procedures.
- C. To encourage and reinforce responsible, moderate drinking practices for consumers through the development of appropriate operational procedures, controls, training and education.
- D. To respect the decision of abstainers not to drink alcohol and to encourage their participation by providing alternative non-alcoholic drinks.
- E. To provide for a balanced use of alcohol and no-alcoholic beverages through Special Occasion Permits so that alcohol becomes a responsible part of a social function rather than the reason for it.

2. MUNICIPAL FACILITIES ELIGIBLE FOR SPECIAL OCCASION PERMITS (SOP) OR CATERER'S ENDORSEMENT

- A. Arena Auditorium
- B. Arena Main Floor when ice is out
- C. East End Hall
- D. Museum
- E. Library
- F. Council Chambers
- G. Committee Room (Town Hall)
- H. Airport Grounds
- I. Sorting Gap Marina
- J. Sunny Cove Camp (non-youth events)
- K. Rainy Lake Square (By Caterer's Endorsement ONLY – No SOP – Stop serving alcohol by 11pm)

3. MUNICIPAL FACILITIES NOT ELIGIBLE FOR SPECIAL OCCASION PERMITS OR ALCOHOL CONSUMPTION

- A. St. Francis Sports Fields
- B. Memorial Sports Centre Grounds
- C. Point Park
- D. Arena Seating Area
- E. Arena Change Rooms
- F. Fort Frances Seniors Centre (Formerly Sister Kennedy Centre)

*** EVENTS NOT ELLIGIBLE FOR SPECIAL OCCASION PERMITS**

All youth events and all minor sports events, including banquets, are designated as events not suitable for alcohol use. Associated adult evening social events commencing after 8:30 pm will be allowed, however, minors will not be allowed into these licensed events.

4. SERVER TRAINING

In order to be eligible to rent a municipal facility for a Special Occasion Permit event, the renter must demonstrate to the facility representative that a minimum of 60% of event workers and 100% of event servers have been trained in responsible serving techniques (see 6.2). The Smart Serve Responsible Alcohol Beverage Service Training Program is approved by the Alcohol and Gaming Commission of Ontario (AGCO) as a responsible server training program.

5. PROVIDE FOOD AND NON-ALCOHOLIC BEVERAGES

In order to be eligible to rent a municipal facility for a Special Occasion Permit event, the renter must demonstrate to the satisfaction of the facility representative that a quantity of non-alcohol beverages be displayed and available at no charge or at a cost much lower than that of drinks containing alcohol. Fresh drinking water must be available for those in attendance.

Food must be provided beginning no later than 8 pm and must not be removed until the bar closes. Chips, peanuts, popcorn and other snacks do not qualify as food on their own. At the very least food consists of sandwiches, cheese and vegetables with dip.

6. CONTROLS

- 6.1 In order to be eligible to rent a municipal facility for a Special Occasion Permit event, the renter must demonstrate to the satisfaction of the facility representative that the municipal alcohol policy is understood, that the regulations will be strictly observed and that sufficient controls are in place that will assist in ensuring compliance with the policy. The renter **MUST** sign the rental agreement, failure to do so will result in the rental application being denied, even if a Special Occasion Permit has been obtained from AGCO (Alcohol and Gaming Commission of Ontario).
- 6.2 The event sponsor must provide a list of event workers that have been trained in a responsible server training course to the facility representative at least two weeks prior to the event. This applies whether alcohol will be sold or provided at no charge.
- 6.3 The event sponsor must obtain a Special Occasion Permit from the Liquor License Board of Ontario and must show proof of this to the facility representative at least one week prior to the event.
- 6.4 Each entrance will be diligently supervised by a minimum of two server-trained people 19 years of age or over.
- 6.5 Ensure that no one under the age of majority is served alcohol. Anyone who appears to be under 25 years will be required to show identification before they are allowed into the event

- 6.6 Event staff are to check the identification of all participants at masquerade events.
- 6.7 The only acceptable form of identification will be in compliance with the Ontario Regulation 389/91 s. 29 (5) of the Liquor License Act which includes:
 - (a) a driver's licence with photograph;
 - (b) a Canadian passport;
 - (c) a Canadian citizenship card with photograph;
 - (d) a Canadian Armed Forces Identification Card;
 - (e) a permanent resident card issued by the Government of Canada;
 - (f) a Secure Certificate of Indian Status card issued by the Government of Canada; or,
 - (g) a photo card issued by the Liquor Control Board of Ontario.
- 6.8 At events where youth under nineteen (19) years of age are permitted entry, the Event Organizer shall not allow promotional advertising of alcoholic beverage names, brands or manufacturers outside the designated alcohol service area.
- 6.9 The person who signs the Special Occasion Permit Application and the Rental Agreement must attend the event and be responsible for making decisions regarding the operation of the event. A person may be appointed as a designate to attend the event and assume the responsibility in the permit holder's place.
- 6.10 Before the event starts, the event sponsor and facility staff must ensure that the physical setting is safe for both drinkers and non-drinkers.
- 6.11 The event sponsor and facility staff must prevent patrons from engaging in activities that can harm themselves or others.
- 6.12 All exits must be monitored.
- 6.13 A floor supervisor will be available upon request to event workers who require assistance.
- 6.14 During a Special Occasion Permit event being held at Fort Frances facilities, all bottles, with the exception of wine bottles, must be retained within the bar area and all drinks must be served in paper or plastic cups.
- 6.15 The Sorting Gap Marina & Airport Grounds Special Occasion Permit event area must be fenced appropriately.
- 6.16 Marketing practices which encourage increased consumption, such as oversize drinks, double shots of spirits, pitchers of beer, drinking contests, and volume discounts are not permitted. Shooters are prohibited.
- 6.17 Alcoholic beverages are to be served in accordance with the standard drink measurements. No energy drinks (with or without alcohol in them) shall be sold, served or consumed.
- 6.18 No extra strength beer allowed (over 5%)
- 6.19 A variety of no-alcohol and low-alcohol beverages must be available for purchase (30% of the total drinks available must be no-alcohol or low-alcohol).
- 6.20 There will be no last call. When entertainers/DJs arrive, they must be informed that there is to be no "last call".
- 6.21 The licensee must abide by the rules of the Municipal Alcohol Policy as enforced by the facility representative.
- 6.22 If applicable, a minimum of two server-trained people will be designated to sell tickets. Tickets will no longer be on sale after 12:30 a.m.
- 6.23 A Special Occasion Permit event must have sixty percent of the servers and floor supervisors trained in a server training program. There must be at least one trained server behind the bar at all times.
- 6.24 All event workers must wear highly visible identification provided by the permit holder.

- 6.25 Whenever possible, police will be notified by the permit holder or his/her representative of a potentially risky situation before the situation is out of control.
- 6.26 The bar area will close no later than 1:00 a.m. and all entertainment must be completed by 1:05 a.m. (except where otherwise specified).
- 6.27 Facilities must be vacated by patrons by 1:30 a.m. and the permit holder shall remove all evidence of the service and consumption of liquor by 1:45 a.m.
- 6.28 Patrons must purchase drink tickets from a designated ticket seller to a maximum of four (4) tickets or drinks per purchase per person.
- 6.29 Patrons indicating they wish to submit pre-purchased alcohol tickets for a full refund will have the option to do so, during the event to the time bar closes at 1:00 a.m., up to a maximum of four (4) tickets per person. Guests cannot be required to purchase a minimum number of drinks (or drink tickets) to enter or remain at the event.
- 6.30 Event workers must report any infraction of this policy to the Town within 24 hours or the start of the next business day.
- 6.31 Event workers must report any infraction that requires police involvement to the OPP and Town staff immediately. If the permit holder does not correct the infraction(s), and the police are in attendance, the police may close down the event.
- 6.32 All reported infractions will be reviewed by the Town. If determined that infractions were mismanaged, a letter will be sent describing the infraction to the permit holder informing that rental privileges may be revoked.
- 6.33 The Town of Fort Frances, at the sole discretion of Council or designate, reserves the right to require two (2) security officers for a minimum of four (4) hours at an outdoor event where there will be more than 300 patrons, the cost of which will be borne by the sponsoring group or individual.
- 6.34 Groups who fail to comply with the Municipal Alcohol Policy are subject to the consequence of not being allowed to rent a Town facility for a minimum period of 12 months.

Note: Closed Private Functions (such as weddings, anniversaries, etc. are exempted from 6.4 and 6.23.

7. INSURANCE

The renter(s) with a Special Occasion Permit event being held in a municipally owned facility is required to provide proof of third party liability insurance (\$5 million minimum) or obtain third party liability insurance through the Town of Fort Frances at least fourteen (14) days before the event.

8. GUIDELINES FOR SPECIAL OCCASION PERMIT HOLDERS

- 8.1 As the contact person for a Special Occasion Permit, you and your group can be held liable for injuries and damages arising from failure to adhere to the Liquor Licence Act of Ontario. These infractions include serving someone to intoxication, serving someone who is already intoxicated, serving minors, and failing to prevent impaired individuals from driving.
- 8.2 In order to reduce your group's risk of liability, the following guidelines shall be followed:
 - (a) The event sponsor is responsible for decision-making during the event and therefore shall refrain from consuming alcohol while the event is in progress.
 - (b) All event workers shall refrain from consuming alcohol while the event is in progress. Workers may only drink alcohol if they have completed their shift and their work responsibilities have ended for the entire event.

- (c) At least one municipal representative **with authority to demand correction and/or shut down an even on behalf of the Town** will be available and/or on call, and may check all Special Occasion Permit Events.
- (d) The event sponsor shall take reasonable steps to prevent impaired people from driving.
- (e) The event sponsor will be held responsible for any damages arising during the event.

9. SIGNAGE

- 9.1 Serving Practices signs will be provided by the Town of Fort Frances to be placed in the bar area. The signs will state: "It is against the Liquor Licence Act of Ontario for licensed establishments to serve customers to intoxication. For this reason, Servers in our facilities are required to obey the law and not serve anyone to intoxication. We are also pleased to offer non-alcohol beverages."
- 9.2 Accountability signs will be supplied by the Town of Fort Frances. These signs will be posted at the bar and main entrance of all Liquor Licenced Events. These signs will inform patrons where to direct concerns regarding the manner in which the function has been operated. In addition, to naming the sponsor of the event, these signs should include the name and address and phone numbers of the Municipal Office, Police Service and the Alcohol & Gaming Commission of Ontario.
Having these signs visible to participants eliminates any confusion on who to contact for information or to lodge complaints regarding an event.
- 9.3 No Last Call sign stating "Last Call will not be announced" to be placed in the bar area. This sign will be provided by the Town of Fort Frances.
- 9.4 A sign must be posted at the alcohol ticket sales tables stating "ALCOHOL TICKET SALES: No more than four (4) tickets per person may be sold at a time".
- 9.5 Unused Tickets sign stating "The bar closes at 1:00 am. Unused tickets will be refundable up to the time the Liquor Licenced Event expires." This sign will be provided by the Town of Fort Frances. This sign to be placed at bar or ticket sale area.
- 9.6 Proof of age signs must be posted near entrances and in bar areas designated as eligible for alcohol use which read "You must be 19 years or older to consume alcohol at a Special Occasion Permit Event. The only acceptable proof of age is government-issued photo identification".
- 9.7 Restricted areas in Town facilities will be clearly posted "Alcohol is not permitted in this area".

10. SAFE TRANSPORTATION

The risk of liability is high when an impaired driver leaves an event where alcohol is served. The Event Organizer is responsible to take the necessary steps to reduce the possibility of impaired driving. The Event Organizer is responsible for promoting safe transportation options for attendees of the event or contacting police as appropriate, including for persons who may be denied entry or are removed from the event.

As a condition of rental, the Event Organizer must have a Safe Transportation Strategy in effect. Examples of a Safe Transportation Strategy include:

- Providing non-alcohol beverages either at no charge or at a cost much lower than that of drinks containing alcohol.
- Providing alternate means of transportation for those who are suspected to be intoxicated (e.g. call a friend, relative, or taxi).
- Calling police if someone who is suspected to be impaired cannot be convinced to use

alternate transportation.

- Providing a Designated Driver Program which encourages and identifies designated drivers that will use a vehicle to transport intoxicated persons to a place of safety. This program should include announcements made periodically throughout the event to those in attendance encouraging the use of a designated driver or alternate means of transportation; program information posted prominently in the licensed/alcohol service area; and plans for backup transportation options that include those for whom the intoxicated person may be responsible.
- Advertise the Use of Taxi Service – The event organizer shall advertise or announce the availability of a taxi service to attendees of the event. If not required to provide a taxi service, the liquor licence event organizer shall ensure that appropriate signage is erected at the facility, which includes the telephone number and/or use their best efforts to obtain any attendee a taxi upon request.

11. POLICY IMPLEMENTATION / REVIEW

The Municipal Alcohol Policy will be reviewed as necessary, at least every three years, by the Community Services Executive Committee with revision recommendations made to Council. After revisions to the Municipal Alcohol Policy are adopted by Council, the municipality shall orient pertinent staff on the revised policy & any potential new requirements and promote the policy to the community by posting to the Town website.

APPENDIX “A” - AGREEMENT FORM FOR SPECIAL OCCASION PERMIT HOLDER

1. I have read and understand the Town of Fort Frances Municipal Alcohol Policy.
2. I understand that I must adhere to the conditions of the Municipal Alcohol Policy and the Liquor Licence Act of Ontario.
3. I understand that if I or other individuals at the event fail to adhere to the Municipal Alcohol Policy, Fort Frances staff will take the appropriate action. This action may include eviction from the premises, revoking of the Special Occasion Permit, and the notification of local authorities.
4. I understand I can be held liable for injuries and damages arising from failure to adhere to the Liquor Licence Act of Ontario.

Signature – Permit Holder/Event Sponsor

Name (printed)

Signature – Facility Representative

Date

Event Workers (please print)

Bartenders	Floor Supervisors	Door Supervisors	Ticket Sellers

Special Security (if required) _____, _____

APPENDIX “B” – JOB DESCRIPTIONS AND RESPONSIBILITIES FOR EVENT STAFF

Permit Holder/Event Sponsor: Signs the alcohol permit, is the general manager of the event and assumes responsibility and liability for the operation of the event. She or he must attend the event, ensure that there are enough server-trained staff available, co-ordinate and help staff, and ask for help from security if needed.

Bartender: Accepts tickets for the purchase of alcohol drinks, serves drinks, monitors for intoxication, refuses service when patron appears to be intoxicated or near intoxication and offers no-alcohol substitute.

Floor Supervisor/Monitor: Chats with participants, monitors patron behaviour, monitors for intoxication. Responds to problems and complaints, refuses service, removes intoxicated persons, suggests safe transportation options.

Door Supervisor/Monitor: Checks identification and for signs of intoxication, keeps out intoxicated and troublesome individuals, monitors for those showing signs of intoxication when leaving the event, recommends safe transportation options and arranges for coat checking.

Ticket Seller: Sells alcohol tickets to a maximum of four (4) per person per purchase, monitors for intoxication, refuses sale to patrons at or near intoxication, refunds tickets on request.

Special Security: Patrols the room, scans for potential trouble, notifies event staff and permit holder of potential incidents, helps event staff to handle disturbances.

Suggested Ratio of Event Workers

Number of Participants	Bartenders	Floor Supervisors	Door Supervisors	Ticket Sellers
Under 25	1	0	1	0
25 to 50	1	1	1	1
51 to 100	2	2	2	2
101 to 200	2	3	3	2
201 to 300	3	3	3	3
301 to 400	3	3	4	3
401 to 500	4	4	4	5
501 to 750	6	6	6	6
751 to 1300	8	8	8	8

**Town of Fort Frances
Administrative Report**

TO: Community Services Executive Committee
FROM: Faisal Anwar, CAO
SUBJECT: **Sunny Cove Camp**
DATE: April 04, 2022

Issue:

Consider accepting the withdrawal of the Sunny Cove Camp proposal and issue an RFP to lease the property.

Strategic Impact:

Objective 13. Maintain / Enhance Levels of Service

Administrative Recommendation:

RECOMMENDED THAT Council of the Town of Fort Frances accepts the withdrawal of Emo-Devlin Church Group's proposal to lease the Sunny Cove Camp.

FURTHER THAT administration be authorized to issue an RFP to lease the Sunny Cove Camp property to a suitable operator.

Options:

1. Accept the withdrawal and issue an RFP to lease the property to a suitable operator.
2. Accept the withdrawal and Town will operate the Camp.
3. Council provides another direction to administration.

History:

In 2009 the Council at the time entered into an agreement to Purchase Kiwanis Sunny Cove Camp from the local Kiwanis Club. The Club was unable to continue to operate the camp due to the increasing costs and new drinking water requirements coming into effect.

The Town agreed to operate Sunny Cove Camp within the rules set out in the agreement with the Kiwanis Club. The Town has in the past used Sunny Cove as a part of its summer programming with overnight camps. Due to staffing concerns and ESA regulations, it is no longer feasible for the Town to offer programming at Sunny Cove.

In the regular meeting of Council on July 13, 2020, RFP No. 20-CS-05 was awarded to Emo-Devlin United Church Group to enter a multi-year lease agreement to run the Sunny Cove Camp. Due to the COVID pandemic and the nature of the camp, there had been several setbacks in finalizing a lease for the property.

Analysis:

Due to number of challenging factors, the Emo-Devlin United Church Group has realized that, despite their original enthusiasm and wealth of skills, this project has ultimately proven to be beyond their capability. The Group is requesting a withdrawal from their Sunny Cove Camp proposal.

Consultation:

- Emo-Devlin United Church Group
- Select senior managers

Supporting Document / Financial Documents:

- None

April 6, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Residential in-home food waste diversion program

At the March 28th meeting of Council, Ms. Christina Zarbo presented their product and pilot project opportunity through a deputation. The information received was referred to the Operations and Facilities Executive Committee for review and recommendation. Administration staff had a subsequent meeting with Ms. Zarbo on April 1, 2022 to gather more information.

The way that the program would work is that the municipality would enter into an agreement with FoodCycle Science for a pilot of a predetermined number of units to be distributed to residents within the Town of Fort Frances. Those residents would be able to purchase the units at a reduced cost with a portion being funded by the Town with the understanding that they would be responsible to provide user data back to Food Cycle Science through surveys completed during the pilot program time period. The data would be collected by way of survey, asking questions like how often the unit is cycled, how many people live in your household, etc. FoodCycle Science would then use this data to complete reporting back to the town like quantities of food waste diverted from landfill etc. They would also use this data to support their research and development going forward.

Kenora was highlighted as one of the communities that have taken part in the program, and I took the opportunity to speak with Adam Smith at the City of Kenora about how the program has worked. He said that the community uptake was substantial, and they have a waitlist for additional units. However there has been some drawbacks being that participants call the City if they have issues with the units instead of calling Foodcycler. This has been very limited in nature but has been a frustration of the residents as well as the city staff. In addition, the City has had difficulty managing the survey data as they are responsible to forward the information to Foodcycler and the staff responsible for that has left leaving this task in the hands of other staff who are struggling to stay on top of it. In speaking with FoodCycle Science, they can definitely handle the survey data collection and then simply report back to the town on the data collected after the completion of the 12-week pilot program. Kenora received 250 units and were completely sold out within the first 6 days of offering the units for sale.

Under O.Reg 101/94 the Municipality is required to offer and promote residential compost for the purposes of leaf and yard waste materials. This program is an opportunity to building on that obligation and provide residents with an alternative to compost of food waste where it is not feasible to have a yard composter. As for the costs associated with the program borne by the Town, Administration is recommending looking at an initial 200 units making the cost to partake in the pilot \$25,000 plus shipping and tax. Shipping costs would be determined at time of order placement but is estimated around \$2000.00. This cost has not been budgeted in the 2022 operating budget and would be an un-budgeted expense funded under the waste management system. In the event that the program is wildly popular we would have the opportunity to expand our pilot program with getting additional units after the initial investment.

The waste material that is a by-product of the breakdown of the food waste can be used for many things, placed in gardens as fertilizer, placed in compost bins, etcetera. In many communities a local farm partners with the municipality to accept the waste for those who may not have gardens or compost bins. Preliminary discussions have been had with the community garden group to see if they

would be interested in taking the materials for their use and their initial response was positive. Further these units do have consumable filters within them. They are carbon filters and are refillable with new carbon, which is available through VitaMix or Amazon, however often municipalities will include additional filters in their pilot program and partner with a local vendor to be the storefront to offer these filters for sale. Filters last anywhere from 3 – 6 months depending on use. Filter replacement supply would still need to be worked out as well should Council decide to proceed with this project.

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

1. the Town enter into an agreement with FoodCycle Science to undertake a 200-unit pilot project with the unbudgeted expenditure being funded out of the Waste Management Area.
2. That Council Direct Administration to start to develop partnerships for collection of the waste materials for those who may not have a place to dispose of it as well as a storefront location for the purchase of replacement filters.

Respectfully Submitted



Travis Rob, P.Eng

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

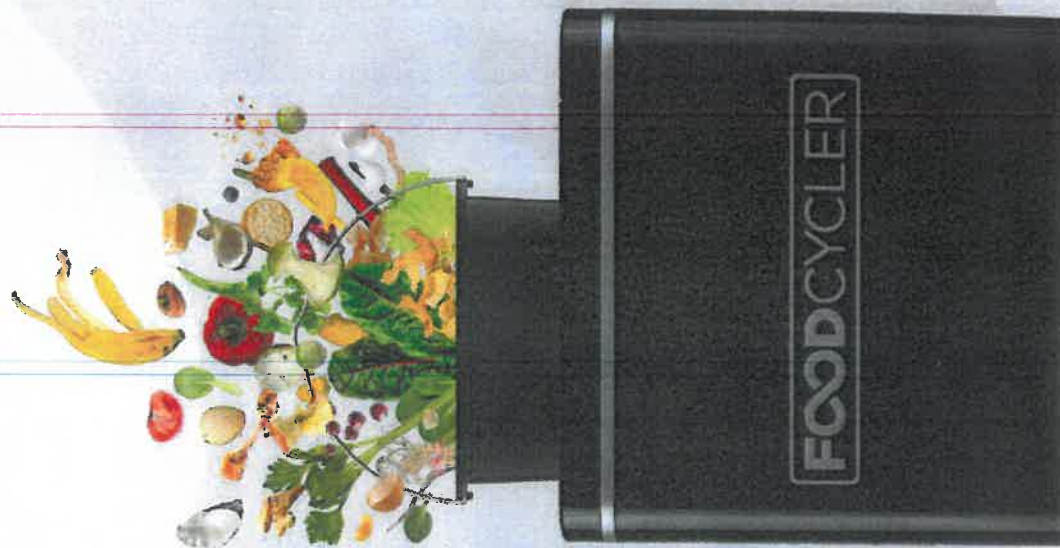
- 1. the Town enter into an agreement with FoodCycle Science to undertake a 200-unit pilot project with the unbudgeted expenditure being funded out of the Waste Management Area.**
- 2. That Council Direct Administration to start to develop partnerships for collection of the waste materials for those who may not have a place to dispose of it as well as a storefront location for the purchase of replacement filters.**

Manager of Operations and Facilities



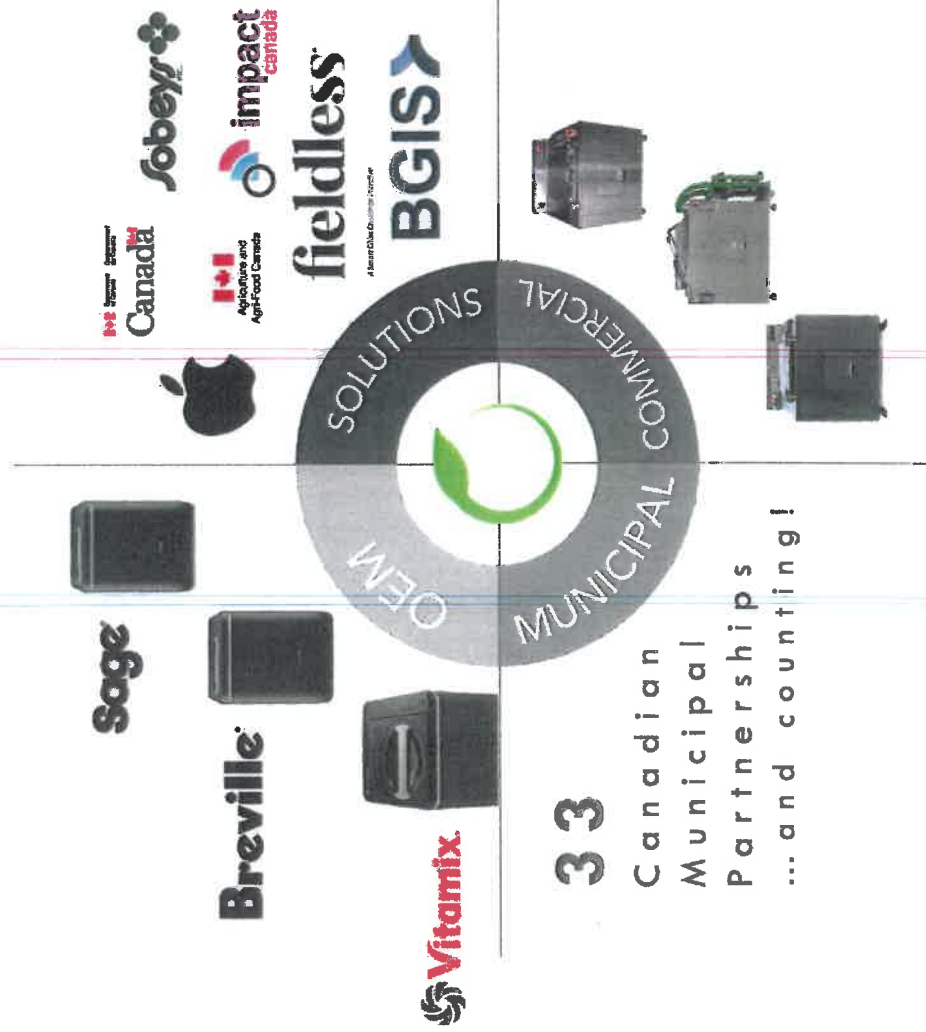
FOODCYCLERTM

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



Thirty-Three Canadian Municipal Partners
... and counting!



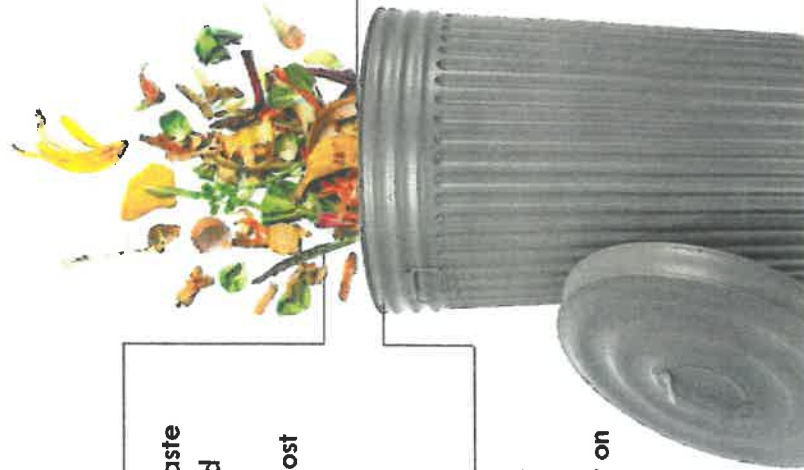
THE PROBLEM – FOOD WASTE

- 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



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

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



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

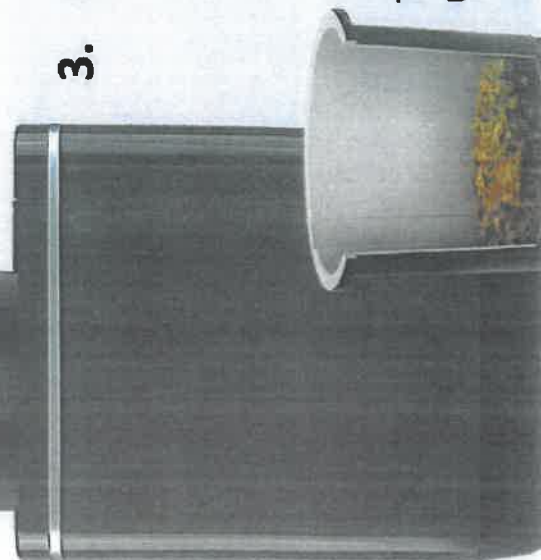
THE SOLUTION IN THREE SIMPLE STEPS



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



Dairy Products



Starches



Fish & Poultry
Bones



Egg shells



Tea bags & Coffee
grinds



Nut shells, nuts
& seeds



Meat, poultry
& fish

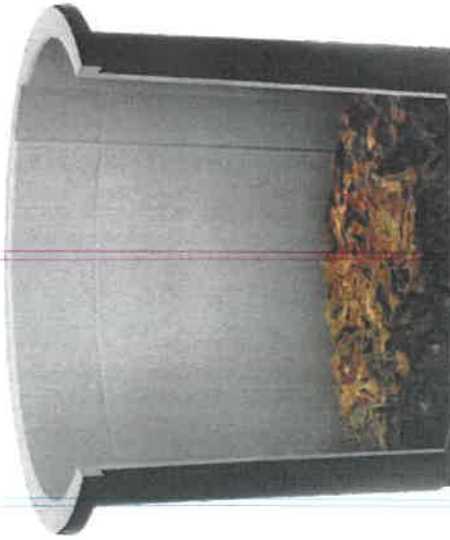


90% FOOD WASTE REDUCTION

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

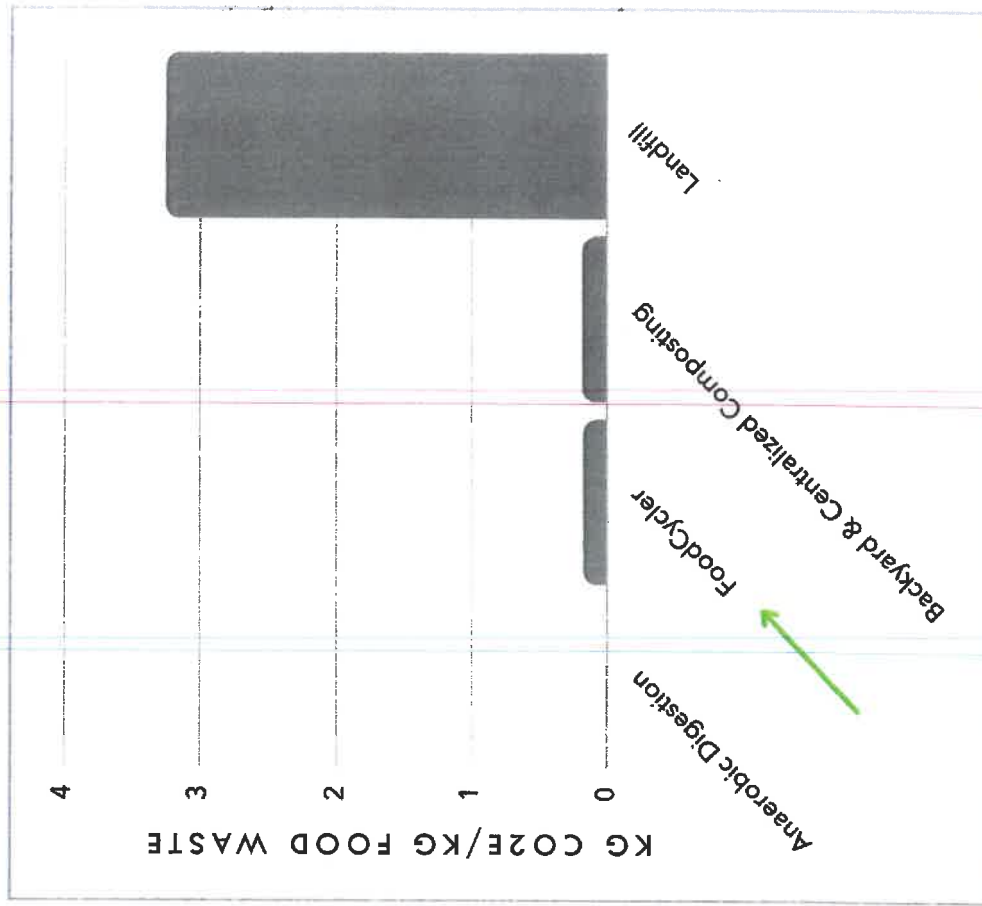


IMPACT ENVIRONMENT

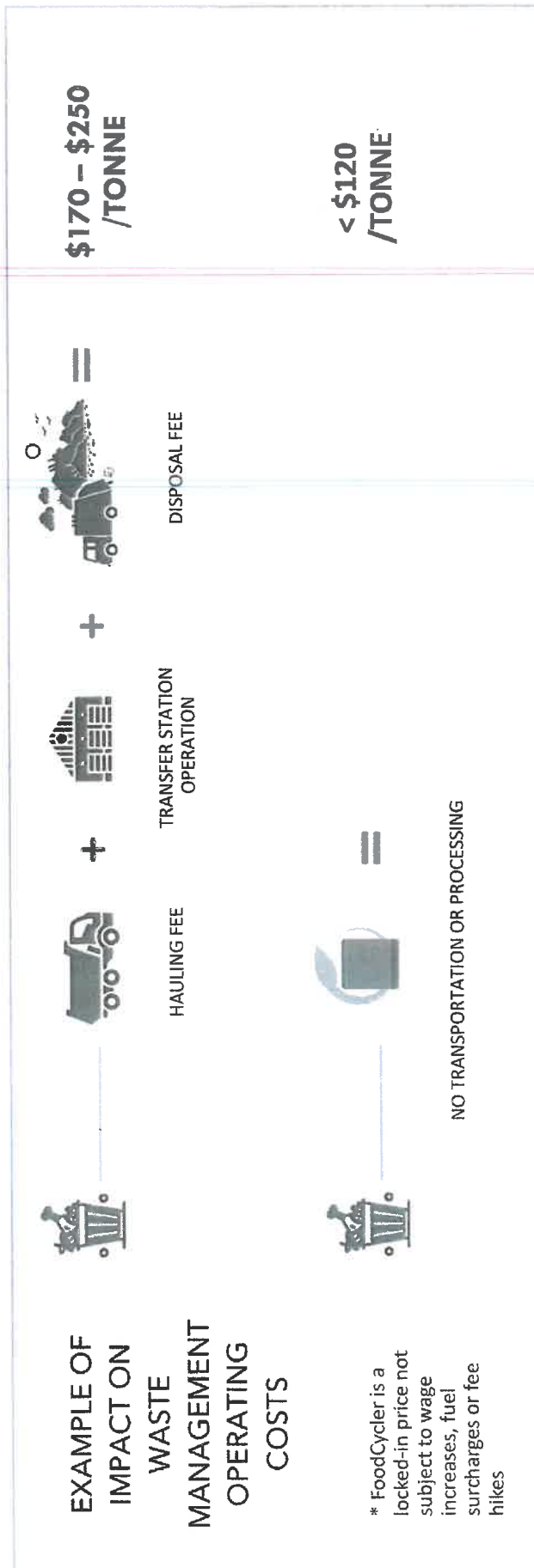
FOODCYCLER IS COMPARABLE TO:

- ☐ 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



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.

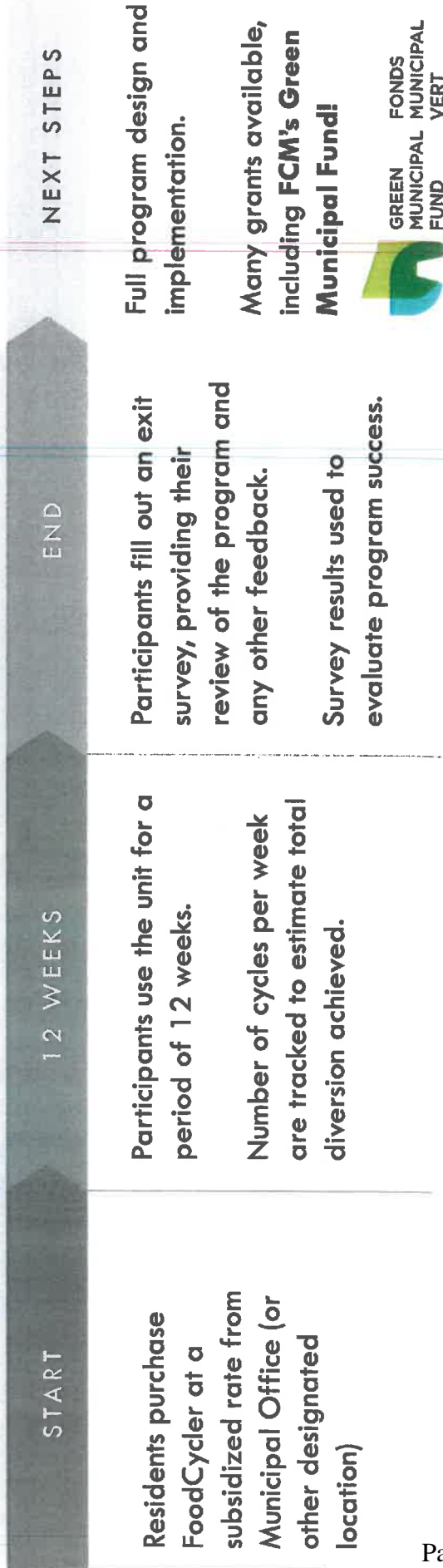
 **4.6**

Average overall user experience rating.



PILOT PROGRAM 12 WEEKS FROM START TO FINISH

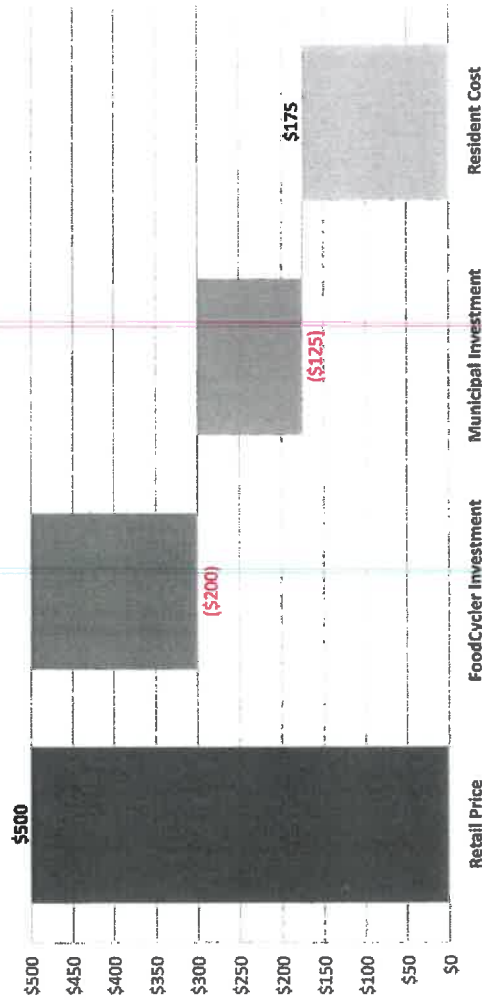
PILOT TIMELINE



SUBSIDIZED PILOT PROGRAM OPTION 1



FoodCycler Pilot Subsidy Model

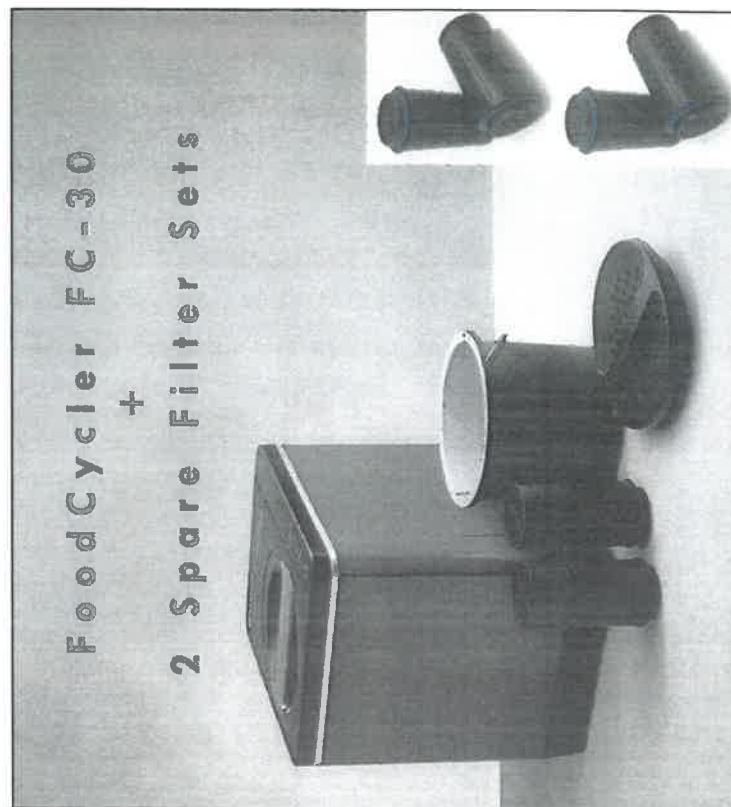


Municipality Population	Pilot Scope	Municipal Investment
<2500 residents	50 households	\$6,250
2500 – 10,000 residents	100 households	\$12,500
>10,000 residents	200 households	\$25,000

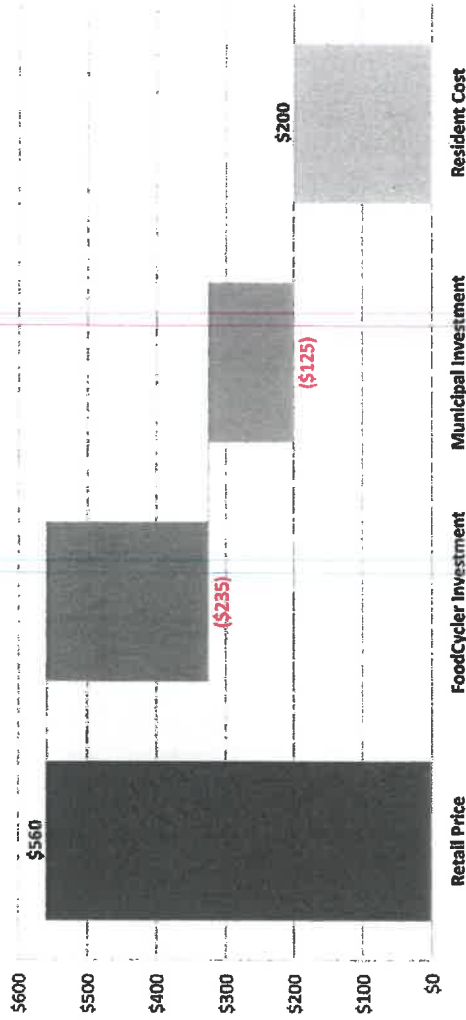
- Plus shipping costs and applicable taxes



SUBSIDIZED PILOT PROGRAM OPTION 2 (BUNDLE)



FoodCycler Pilot Subsidy Model



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

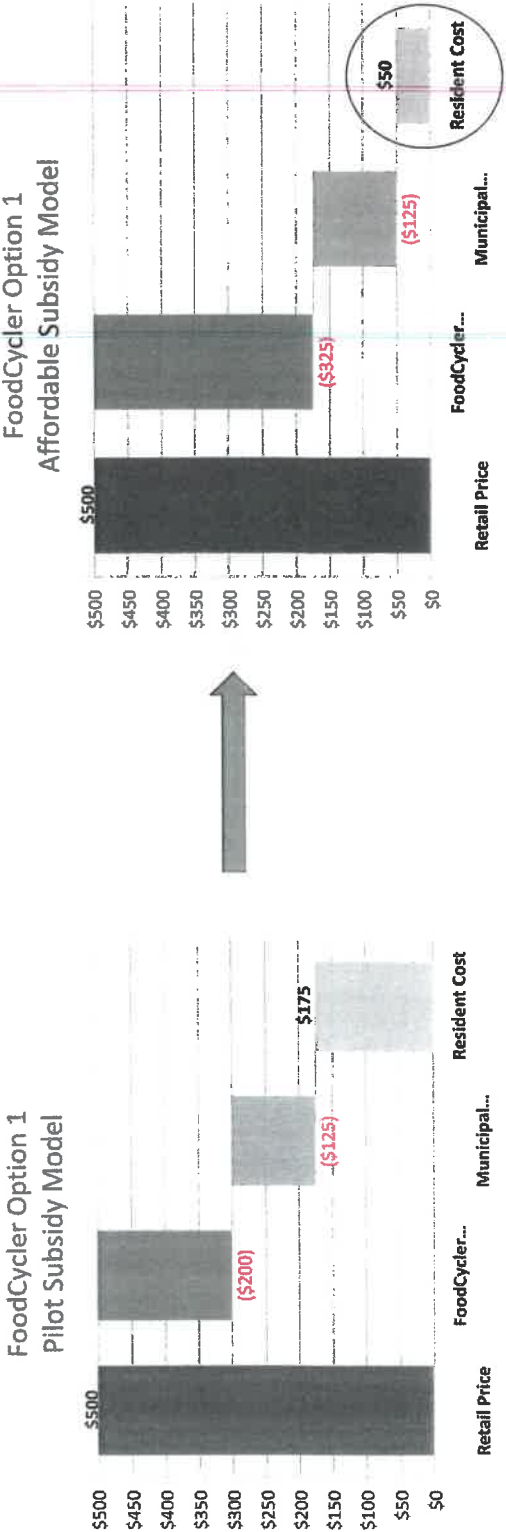


OPTIONAL AFFORDABLE ADD-ON

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.





THANK YOU!
ANY QUESTIONS?

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

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



April 6, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Waste Transfer Agreement Renewal – MNRF

On January 1, 2013 the Town and the Ministry of Natural Resources and Forestry (MNRF) entered into a waste transfer agreement to accept solid waste and recycle from a MNRF Transfer Station in Mine Centre Ontario at the Fort Frances Landfill and Recycle Depot respectively. The term of the agreement expired as of March 31, 2022.

The renewal clause in the existing agreement states: “The Parties may renew this Agreement on substantially the terms and conditions set out in this Agreement on the Expiry Date, subject to the mutual agreement of both parties.” MNRF has asked if we would honour the terms of the current agreement while a new agreement is drafted.

In 2018 the Town received a request from Naotkamegwaning (Whitefish Bay) First Nation to receive waste from that community and it was discussed that they rate for their waste should be the regular per tonne rate plus the Town’s typical 25% non resident markup. The Town is currently finishing up the waste transfer agreement with the community with the hope that they will be ready to start transferring waste in summer 2022. However the current MNRF Agreement for Mine Centre stipulates that the waste be received at the regular per tonne rate.

In 2013, when the town entered into the agreement with MNRF, there was no consultation with the Ministry of the Environment, Conservation and Parks about the agreement given that the waste was coming from outside of the bounds of Fort Frances and therefore would not comply with the terms of our Landfill Certificate of Authority. Since that time the MECP has been advised of the legacy agreement and are generally supportive of the agreement continuing given the work the Town is currently undertaking with the expansion efforts at the site.

At this time Council needs to determine if they wish to continue to accept waste from Mine Centre and if they are going to impose the 25% non-resident fee on that waste after which an agreement will be drafted and brought back to Council for approval.

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

1. The Town of Fort Frances renews its lease agreement with the Ministry of Northern Development, Mines, Natural Resources and Forestry to accept solid waste and recycle from the Municipality of Mine Centre Transfer Station. And the waste will continue to be accepted while the new agreement is developed.
2. That the waste be accepted at the rate as established annually in the User Fee By-Law plus the applicable non-resident markup.

Respectfully Submitted



Travis Rob, P.Eng

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

- 1. The Town of Fort Frances renews its lease agreement with the Ministry of Northern Development, Mines, Natural Resources and Forestry to accept solid waste and recycle from the Municipality of Mine Centre Transfer Station. And the waste will continue to be accepted while the new agreement is developed.**
- 2. That the waste be accepted at the rate as established annually in the User Fee By-Law plus the applicable non-resident markup.**

Manager of Operations and Facilities

2022April6 Mine Centre Waste Transfer Agreement Initial Report

April 6, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Amending Agreement 2 with Product Care Association


in June 2015 the Town of Fort Frances entered into a Municipal Industrial Stewardship agreement for the collection and processing of certain hazardous wastes under the Waste Diversion Act. In April 2016 the agreement between Product Care and the Town of Fort Frances was amended to expand the products funded under their program.

Recently the Hazardous and Special Waste Program regulation has been in transition to full producer responsibility, fully transitioning in October 2021. The Town has been working with their partners like Product Care to develop the next amendment capturing our programs and program costs and unique constraints.

Attached is the next amending agreement with Product Care transitioning over to the new full producer framework for wastes collected under the Product Care umbrella being paints and coatings, pesticides, solvents, and pressurized containers.

It is the recommendation of the Operations and Facilities Executive Committee that the second amending agreement between the Product Care Association of Canada and the Town of Fort Frances be approved and further that a by-law be prepared authorizing the Mayor and Clerk to sign the agreement on behalf of the corporation.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the second amending agreement between the Product Care Association of Canada and the Town of Fort Frances be approved and further that a by-law be prepared authorizing the Mayor and Clerk to sign the agreement on behalf of the corporation.

2022April6 Product Care amending agreement 2

**AMENDING AGREEMENT NO. 2 TO THE
PRODUCT CARE ASSOCIATION – MUNICIPAL INDUSTRY STEWARDSHIP PLAN (ISP)
MATERIALS SERVICES AGREEMENT**

THIS AMENDING AGREEMENT NO. 2 (the “Amending Agreement No. 2”) is made effective as of the 1st day of October, 2021.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “Municipality”)

- and -

**PRODUCT CARE ASSOCIATION OF CANADA
 (“PCA”)**

RECITALS:

- A. The Municipality and PCA (together, the “Parties”) entered into the Product Care-Municipal Industry Stewardship Plan (ISP) Materials Services Agreement (the “Agreement”) made as of the 30th day of June, 2015 for the provision of certain services by the Municipality to PCA concerning Phase 1 materials, which were paints and coatings and the containers in which they are contained, as defined by the Industry Stewardship Plan for Paints and Coatings (the “ISP”) pursuant to section 34 of the *Waste Diversion Act, 2002*, SO 2002, c 6, which was in force at the time, but which has since been repealed as of November 30, 2016.
- B. The Agreement has been amended by Amending Agreement No. 1 effective the 1st of April 2016, which forms part of the Agreement, to add services for pesticides, solvents and fertilizers and the containers in which they are contained, as defined by the ISP.
- C. The Municipal Hazardous or Special Waste Program operated by Stewardship Ontario (“SO”) and the ISP program will cease operations on the 30th of September 2021. As of the 1st of October 2021, Ontario Regulation 449/21 (Hazardous and Special Products; the “HSP Regulation”) under the *Resource Recovery and Circular Economy Act, 2016*, SO 2016, c 12, Sched. 1 (the “RRCEA”) will come into effect and replace repealed legislation regarding resource recovery and waste diversion.
- D. The Resource Productivity and Recovery Authority (“RPRA”) was created by the Government of Ontario to support the transition and oversee waste diversion programs. RPRA’s authority is received from the RRCEA and the *Waste Diversion Transition Act, 2016*, SO 2016, c 12, Sched. 2 (the “WDTA”). The purpose of the WDTA includes promoting the orderly winding up of waste diversion programs and industry funding organizations, such

AMENDING AGREEMENT NO. 2

as SO, in order to allow for governance under the RRCEA, or otherwise.

- E. The HSP Regulation makes producers of Hazardous and Special Products (“HSP”) responsible for the products once they reach end of life and are disposed of, sets mandatory requirements for HSP collection systems and gives producers choices with respect to resource recovery services. PCA is registered as a Producer Responsibility Organization (“PRO”) with RPRA and has entered into agreements with several producers with the purpose of carrying out one or more of the responsibilities related to HSP.
- F. The Municipality will provide or arrange for certain services with respect to HSP Materials, which includes collecting, sorting, transporting (hauler), processing and post-collection services as understood in the Agreement. PCA will compensate the Municipality or the Municipality’s service provider for these certain services in order to fulfil their contractual obligations as a PRO, and the requirements of the HSP Regulation.
- G. The Parties wish to make certain amendments to the Agreement for the second time as contemplated in Section 13 of the Agreement, and in accordance with the terms and conditions set out herein as Amending Agreement No. 2.

NOW THEREFORE in consideration of the terms and provisions set out in this Amending Agreement No. 2, the sufficiency of which is acknowledged, the Parties agree as follows:

- 1. The above recitals are true.
- 2. Except for the Title, Recitals and the specific sections replaced by this Amending Agreement No. 2, the following defined terms in Column A shall be replaced by the terms in Column B due to the reason described in Column C, in the Agreement:

A: Previous Term(s)	B: New Term(s)	C: Purpose of the New Term(s)
“Product Care Association”	“Product Care Association of Canada”	The current legal name of PCA.
“Municipal Hazardous or Special Waste” or “MHSW”	“Hazardous and Special Products” or “HSP”	To be consistent with the term used to identify all the materials able to be processed under the HSP Regulation.
“ISP Materials”	“HSP Materials”	To be consistent with the new terminology in the HSP Regulation.
“ISP Program” or “ISP”	“HSP Program”	To be consistent with new terminology in HSP Regulation.
“ISP Services”	“HSP Services”	To be consistent with new terminology in HSP Regulation.
“Waste Diversion Ontario” or “WDO”	“Resource Productivity and Recovery Authority” or “RPRA”	The current regulatory authority overseeing waste diversion in Ontario.

- 3. Section 1.0 of the Agreement providing the Definitions and Interpretation for the Agreement is deleted in its entirety and replaced with Section 1.0 provided as Appendix 1

AMENDING AGREEMENT NO. 2

to this Amending Agreement No. 2.

4. Section 2.0 of the Agreement specifying the HSP Services contracted for under the Agreement is deleted in its entirety and replaced with Section 2.0 provided as Appendix 2 to this Amending Agreement No. 2.
5. Subsection 3.4 of the Agreement specifying that the Municipality will not charge residential Generators for the collection of HSP Materials is deleted in its entirety and replaced with the following:

3.4 The Municipality will not charge Generators at its Depots or Events that it is authorized to receive HSP Materials from.
6. Section 4.0 of the Agreement specifying the Term and initiation of the Lab Pack Audit Methodology Review is deleted in its entirety and replaced with Section 4.0 provided as Appendix 3 to this Amending Agreement No. 2.
7. Section 5.0 of the Agreement with respect to Title and Compliance with Laws is deleted in its entirety and replaced with Section 5.0 provided as Appendix 4 to this Amending Agreement No. 2.
8. Section 10.0 of the Agreement with respect to Notices is deleted in its entirety and replaced with Section 10.0 provided as Appendix 5 to this Amending Agreement No. 2.
9. A new Section 29.0 is added to the Agreement with respect to Promotion as follows:

29.0 Promotion

- 29.1 PCA shall not, except with the prior written consent of the Municipality, or as required to provide any services to the Municipality as outlined under the Agreement, release information relating to this Agreement or make use of its association with the Municipality or use the Municipality's name, including the use of the Municipality's logo or other identifiable insignia, for advertising, promotional, or technical purposes or otherwise give it publicity in any manner.
10. Schedule "A" of Agreement is deleted in its entirety and replaced with Schedule "A" provided as Appendix 6 to this Amending Agreement No. 2.
 11. Schedule "B" of Agreement is deleted in its entirety and replaced with Schedule "B" provided as Appendix 7 to this Amending Agreement No. 2
 12. Schedule "C" of Agreement is deleted in its entirety and replaced with Schedule "C" provided as Appendix 8 to this Amending Agreement No. 2.
 13. Schedule "D" of Agreement is deleted in its entirety and replaced with Schedule "D"

AMENDING AGREEMENT NO. 2

- provided as Appendix 9 to this Amending Agreement No. 2
14. Schedule “E” of Agreement is deleted in its entirety and replaced with Schedule “E” provided as Appendix 10 to this Amending Agreement No. 2.
 15. All capitalized terms which are used in this Amending Agreement No. 2, if not otherwise defined here, shall have the defined meaning set out in the Agreement.
 16. Except as set out in this Amending Agreement No. 2, all other terms and conditions of the original Agreement remain in force and are unchanged, and unmodified.
 17. The Municipality acknowledges that some Ontario municipalities have participated in the drafting of a template version of this Amending Agreement No. 2. The Municipality acknowledges and agrees that the participation of these municipalities in drafting the template Amending Agreement No. 2 does not constitute these municipalities’ endorsement or verification of the (i) Amending Agreement No. 2, (ii) Agreement, (iii) PCA, or (iv) services provided by PCA under the Agreement, and that the Municipality cannot rely on these other municipalities’ involvement when entering into the Amending Agreement No. 2 or the Agreement. The Municipality acknowledges having reviewed this Amending Agreement No. 2 and having been made aware of its right to obtain independent legal advice and has either obtained said legal advice or has chosen not to obtain legal advice and enter into this Amending Agreement No. 2 willingly and of its own accord.
 18. Regardless of the date on which the parties execute this Amending Agreement No. 2, upon this Amending Agreement No. 2 having been fully executed by PCA and the Municipality, PCA shall, retroactive to October 1, 2021, make the payments that PCA is required to make to the Municipality under the Agreement, as modified by this Amending Agreement No. 2.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

19. This Amending Agreement No. 2 may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Amending Agreement No. 2 electronically in legible form is equally effective as delivery of a manually executed counterpart of this Amending Agreement No. 2. The form of execution may be subject to the Municipality's temporary document execution process, in place during COVID-19 restrictions. Should this Amending Agreement No. 2 be executed during such restrictions, the Parties agree that execution can be effected through the use of the Municipality's 'Temporary Electronic Approval Template', provided that such a template exists.

IN WITNESS WHEREOF the duly authorized signing officers of the Parties have executed this Amending Agreement No. 2 effective as of the date first written above.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Per: _____

Name:

Title:

Date: March____,2022

I/We have authority to bind the Corporation.

PRODUCT CARE ASSOCIATION OF CANADA

Per: _____

Name: Mark Kurschner

Title: President

Date:

I/We have authority to bind the Corporation.

Appendix 1

1.0 Definitions and Interpretation

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act, 2002*, SO 2002, c 6 (Ontario), the *Municipal Act, 2001*, SO 2001 c 25 (Ontario), the *Waste Diversion Transition Act, 2016*, SO 2016, c 12 (Ontario), or the *Resource Recovery and Circular Economy Act, 2016*, SO 2016, c 12, Sched. 1 (Ontario) as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) **“Agreement”** means this Agreement and includes all schedules, appendices, and amendments thereto;
 - (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario or, if the Municipality is an upper-tier or single-tier municipality, that the Municipality has elected to be closed for business. The Parties acknowledge that the Municipality may operate Collection Services at its Depots outside of a “Business Day” and that this definition of “Business Day” is not intended to constrain the operating hours of the Municipality’s Depots;
 - (c) **“Claims Submission”** means submission to PCA of data required to validate claim for payment;
 - (d) **“Collection Services”** means all the activities agreed upon under this Agreement, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring HSP Materials onto transportation vehicles, including the manifesting of the HSP Materials prior to transportation away from the Event or Depot;
 - (e) **“Collection Site(s)”** means the HSP Depot(s) named under Schedule “B”;
 - (f) **“Commingled Materials”** means the HSP Materials listed in Schedule E that can be and are safely packed together for transportation as per the Packing Standards;
 - (g) **“Current Price”** means the price for Post Collection Services for Commingled Materials in effect as of October 1, 2021 and, for subsequent years commencing from and after January 1, 2023, the price for Post Collection Services for Commingled Materials in effect as of January 1 of the applicable year, subject to an annual increase for each of those subsequent years by a percentage amount equal

to the percentage change in the Statistics Canada Consumer Price Index (All Items, Not Seasonally Adjusted) which occurred during the previous twelve (12) month period in the province of Ontario;

- (h) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving HSP Materials from Generators that the Municipality is authorized to receive HSP Materials from, and transferring same to transporters for processing or recycling;
- (i) **“Diversion Report”** means invoices, HSP Materials tonnage reports, or other such documents as may reasonably be required by PCA from time to time for the validation of Claims Submissions;
- (j) **“Effective Date”**
 - i. means June 30, 2015 for the ISP;
 - ii. means April 1, 2016 for Amendment No. 1 to the ISP to add services for pesticides, solvents and fertilizers; and
 - iii. means October 1, 2021 for the HSP Program where PCA is now a PRO for certain producers pursuant to the HSP Regulation;
- (k) **“End Processor”** means a Service Provider that processes collected HSP Materials;
- (l) **“Event”** means a one-day or other collection event, operated by or on behalf of the Municipality to collect, pack, transport, weigh, and process HSP Materials from Generators that the Municipality is authorized to receive HSP from;
- (m) **“FOB”** means free on board;
- (n) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (o) **“Industry Stewardship Plan” or “ISP”** means the now discontinued PCA Paints and Coatings waste diversion program dated May 23, 2014 as it applied to Phase 1 materials approved by Waste Diversion Ontario on December 10, 2014 which commenced on the Effective Date, pursuant to section 34 of the *Waste Diversion Act, 2002* (Ontario), including any amendments thereto and replacements thereof, and terminated or will terminate on the 30th of September 2021;
- (p) **“HSP”** has the same definition as “hazardous and special product” or “HSP” under the HSP Regulation;

- (q) **"HSP Materials"** means the HSPs designated by the Parties in Schedule "C", for the purposes of this Agreement;
- (r) **"HSP Program"** means the PCA waste diversion program with the Effective Date of October 1, 2021 as it applies to HSP Materials;
- (s) **"HSP Regulation"** means Ontario Regulation 449/21 (Hazardous and Special Products) under the *Resource Recovery and Circular Economy Act, 2016*, as amended;
- (t) **"HSP Services"** means the Collection Services and/or Post-Collection Services provided by the Service Provider for the HSP Materials;
- (u) **"Lab Pack Audit"** means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by the Parties with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by PCA as set out in this Agreement;
- (v) **"Manifesting"** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Ontario Regulation 347: General – Waste Management, made under the *Environmental Protection Act* (Ontario);
- (w) **"Member Associations"** has the meaning set out in Section 4.3;
- (x) **"Minister"** means the Minister of the Environment Conservation and Parks for the Province of Ontario;
- (y) **"Non-Commingled Materials"** means the materials listed in Schedule E that must be and are packed separately for transportation as per the Packing Standards;
- (z) **"Non-Designated HSP"** means products that are hazardous or special that are not designated as an HSP under the HSP Regulation;
- (aa) **"Packing Standards"** means the Waste Packing Protocols listed in Schedule "E", as amended by PCA from time to time;
- (bb) **"PCA Portal"** means PCA's online system for uploading Claims Submissions;

- (cc) **“Producer Responsibility Organization” or “PRO”** includes PCA where PCA has registered as a PRO with RPRA and entered into an agreement with a producer(s) for the purposes of carrying out one or more of the producer responsibilities as prescribed by the HSP Regulation, but does not include a processor retained solely for the purposes of processing HSP;
- (dd) **“Post-Collection Services”** means the management of HSP Materials after delivery of such HSP Materials to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of HSP Materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities; and
- (ee) **“Service Provider”** means the Municipality and/or a commercial party that provides HSP Services to PCA or, in the case of the Municipality receiving HSP Services, means the commercial party providing HSP Services to the Municipality.

Appendix 2

2.0 HSP Services

- 2.1. Schedule “A” to this Agreement sets out schematically three (3) different service location types for the provision of HSP Services by the Municipality to PCA. These are as follows:

- (a) Depot
- (b) Event
- (c) Event (and transportation to Depot)

For the purpose of this Agreement, PCA and the Municipality have agreed that the service location types marked with an “X” below will be the ones under which the Municipality will provide HSP Services to PCA.

- [] Depot
- [X] Event
- [] Event (and transportation to Depot)

- 2.2. PCA and the Municipality may agree in writing at any time to change the service location type under which the Municipality is providing HSP Services to PCA herein to the other service location type listed above and described in Schedule “A” hereto or to add another service location type, and this Agreement shall be deemed to have been amended accordingly.

- 2.3. The Parties recognize that there may be changes to this Agreement which may include the addition or removal of HSP Materials covered in the HSP Program. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which, the matter will be resolved by arbitration in accordance with the provisions hereof. Notwithstanding, either Party may give written notice within a reasonable time to the other Party to remove any of the HSP materials from the Municipality’s list of HSP Materials included in Schedule “C” of the Agreement (“Notice of Removal”), and such change shall take effect not sooner than ninety (90) days from which the Notice of Removal was given. Neither the Notice of Removal nor the removal of an HSP from the Municipality's list of HSP Materials shall affect the validity, legality, or enforceability of any other provision of this Agreement. For greater clarity, where an HSP is removed from the Municipality's list

of HSP Material(s) under Schedule “C” pursuant to the Notice of Removal then PCA shall have no further right or claim whatsoever to the removed HSP Material(s) from the date on which the removal takes effect.

- 2.4. In the event that PCA registers with the RPRA for other HSPs, then PCA shall provide to the Municipality, at least ninety (90) days before the effective date of the new registration, a proposal for an amendment to this Agreement. The Municipality may, in its sole and absolute discretion, choose whether or not to contract with PCA for the provision of additional HSP Services with respect to the other HSPs for which PCA has newly registered. This discretionary authority applies to any and all HSPs for which PCA has registered even if before the effective date of this Agreement.
- 2.5. The Depot locations for which the Municipality will collect HSP Materials from its residents are provided in Schedule “B”. These are the locations for which HSP Services will be provided by the Municipality to PCA, in accordance with Section 5, for the service location types identified above, as applicable, and PCA agrees to accept HSP Services for all locations identified in Schedule “B”.

Appendix 3

4.0 Term and Lab Pack Audit Methodology Review

- 4.1. The term of the Agreement commenced or will commence on the Effective Date and, unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement, shall end on December 31, 2022 (the “Term”).
- 4.2. At the expiry of the Term, this Agreement will automatically renew for successive renewal term (a “Renewal Term”) of twelve (12) months unless written notice of termination is provided by either Party to the other Party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the “Term” of this Agreement.
- 4.3. At least one hundred and fifty (150) days prior to the expiration of the then current Renewal Term (as applicable) PCA or the Municipality will invite representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association (the “Member Associations”) to meeting(s) hosted by PCA with the purpose of sharing any changes to the Lab Pack Audit methodology and results, and to discuss possible changes to the Collection Accessibility Schedules and Payment for Collection Services as set out in Schedule “B” and Schedule “C” respectively. PCA’s position on changes to Schedule “B” and Schedule “C” following the foregoing meeting(s) will be communicated to the Municipality within one hundred and twenty (120) days of the expiration of the Initial Term or the then current Renewal Term (as applicable). The Parties shall each have access to the data used to design the Lab Pack Audit methodology and the data supplied to any third party to conduct the Lab Pack Audit and the Parties acknowledge that other municipalities participating in the Lab Pack Audit will also have access to the same data.

Appendix 4

5.0 Title and Compliance with Laws

5.1 To the extent permitted by applicable laws, the Party or Service Provider with physical possession of the HSP Materials shall have and retain title to the HSP Materials for the duration for which they are in the physical possession of the HSP Materials until such time as they are transferred to the physical possession of another Party or Service Provider, including the End Processor, in accordance with the Processor Standards outlined in Schedule “E”, as amended. Any contract the Parties may enter into with any Service Provider or End Processor shall provide the same. Notwithstanding who has the title of the HSP Materials and to the extent it is within the reasonable control of the Municipality, the Municipality transfers the exclusive right to PCA to claim the Collection Site(s) or Events and/or the weight of recovered resources for the HSP listed in the Municipality's list of HSP Materials, insofar as the right to claim the Collection Site(s) or Events and/or the weight of recovered resources are required to fulfill PCA's PRO responsibilities under the HSP Regulation for the HSP Materials.

5.2 In performing the HSP Services hereunder, the Parties represent and warrant that they will at all times, and will require their Service Providers to, have all Certificates of Approval/Environmental Compliance Approval and any other approvals required and that they will otherwise comply at all times and require their Service Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment, Conservation and Parks, the Ontario Ministry of Labour, sections 22 and 23 of the HSP Regulation regarding the requirements for HSP Collection Site(s) or HSP Collection Event(s) to qualify under the HSP Regulation, and section 30 of the HSP Regulation regarding the processing and disposal of the collected HSP Materials, and Ontario's *Municipal Freedom of Information and Protection of Privacy Act*, *Personal Health Information Protection Act, 2004*, and Canada's *Personal Information Protection and Electronic Documents Act*, as amended and as applicable.

Appendix 5

10.0 Notices

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

Notices to PCA will be delivered to:

President
Product Care Association of Canada
420-2238 Yukon Street,
Vancouver, BC, V5Y 3P2
Facsimile: 604-592-2982
Email: contact@productcare.org

Notices to the Municipality will be delivered to:

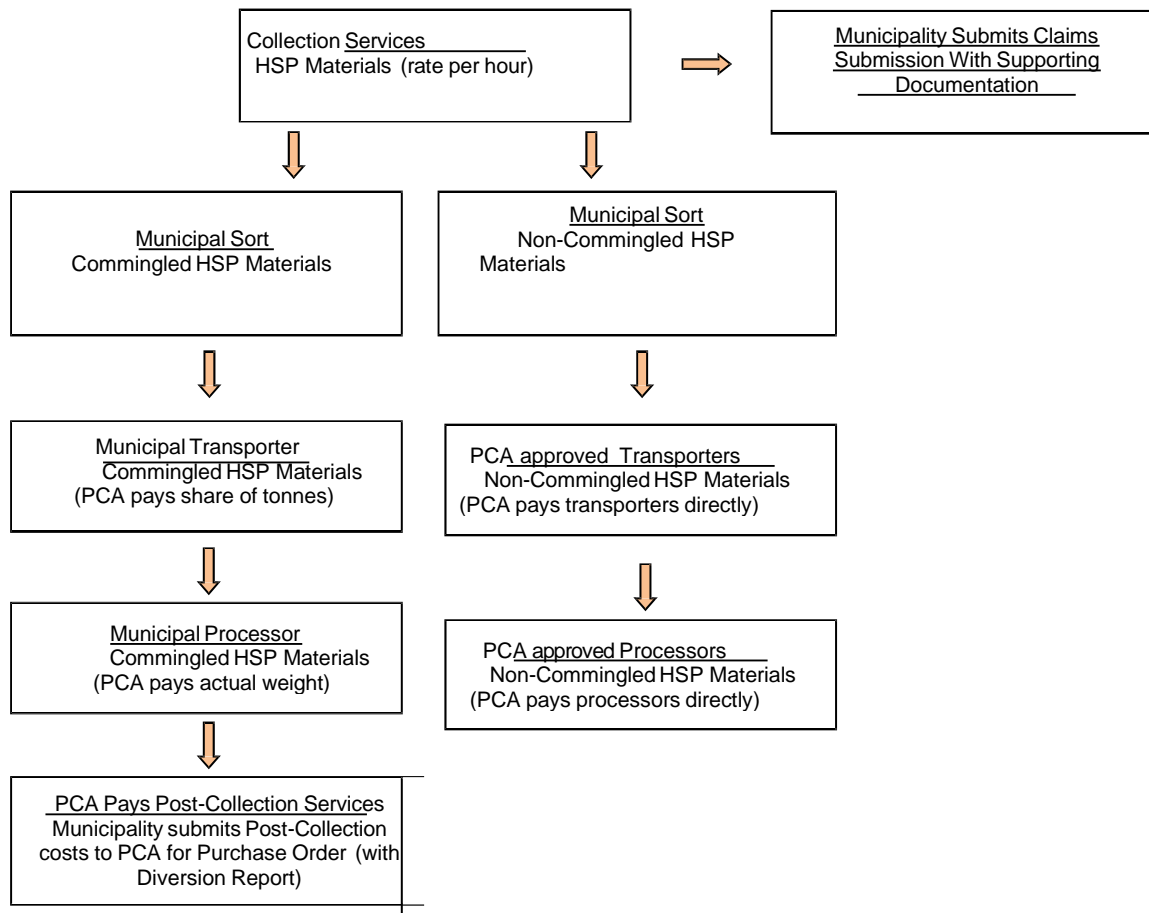
Operations & Facilities Manager
THE CORPORATION OF THE TOWN OF FORT FRANCES
320 Portage Avenue, Fort Frances, ON, Canada, P9A 3P9
Email: dbrown@fort-frances.com

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

Appendix 6

SCHEDULE “A” – HSP SERVICES

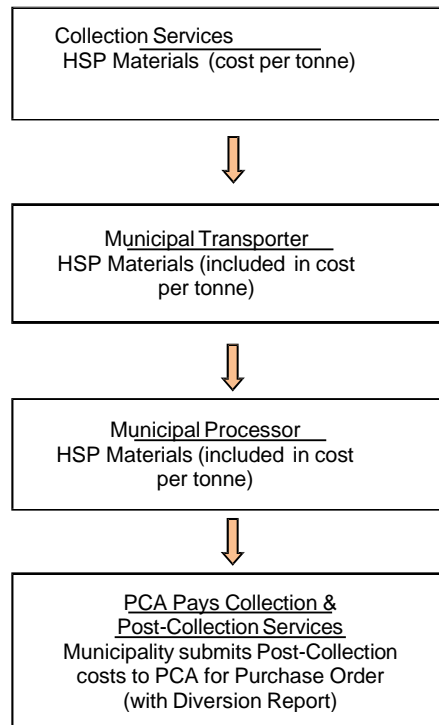
DEPOT



The Municipality or the Municipality’s Service Provider provides Depot Collection Services to PCA for HSP Materials. PCA pays the Municipality an hourly rate for the Collection Services.

Commingled HSP Materials may be packed in transportation containers with other Non-Designated HSP at municipal Depots as per Packing Standards. For Commingled HSP Materials, the Municipality is to contract for transportation and processing of such Commingled HSP Materials and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the HSP Materials.

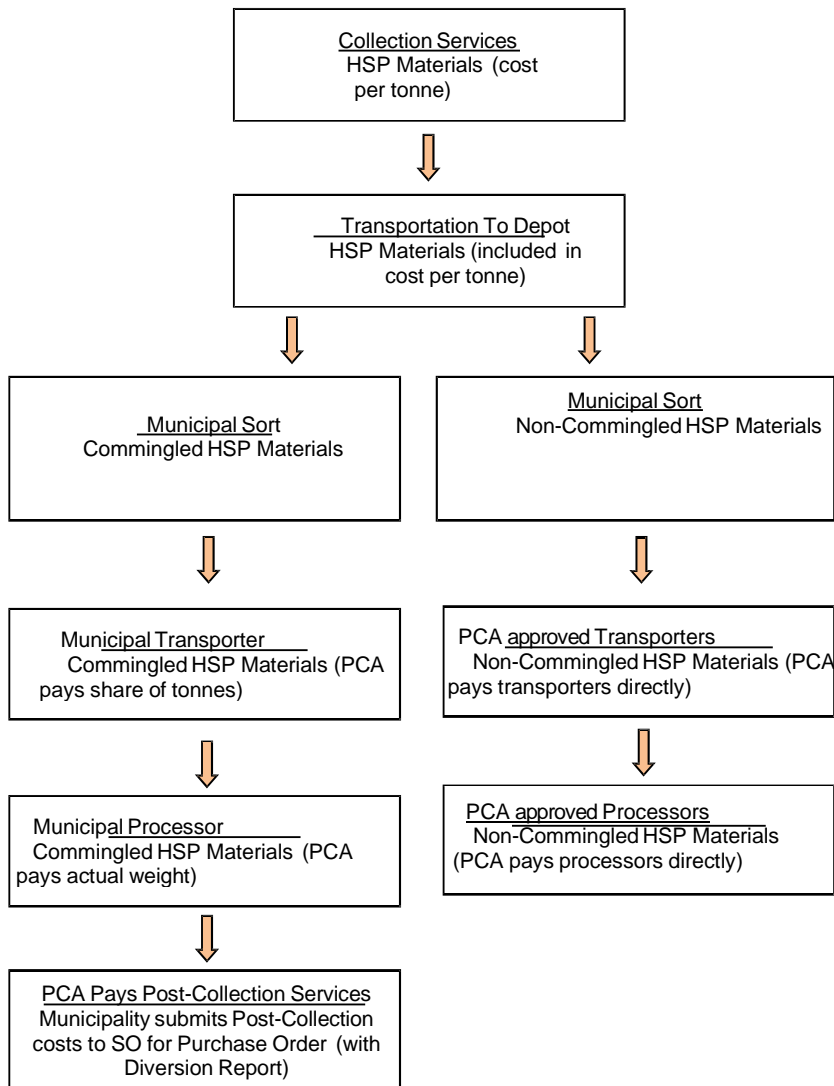
Non-Commingled HSP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by approved PCA transporters.

EVENT

The Municipality or the Municipality's Service Provider provides Event Collection Services for HSP Materials. The Municipality may combine Events with other activities, including collection of other HSP and Non-Designated HSP. PCA pays the Municipality a cost per tonne of HSP Materials as per Schedule "C" for the Collection and Post-Collection Services.



EVENT (and transportation to Depot)



The Municipality or the Municipality's Service Provider provides Event Collection Services for HSP Materials and transports the collected HSP Materials to a Depot. PCA pays the Municipality a cost per tonne.

Commingled HSP Materials may be commingled with other HSP or Non-Designated HSP at municipal Depots as per Packing Standards. For Commingled HSP, the Municipality is to contract for transportation and processing of such Commingled HSP and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the Commingled HSP Materials.

Non-Commingled HSP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by an approved PCA transporter.



Appendix 7

SCHEDULE "B" – COLLECTION SERVICES

Municipality will collect HSP Materials from its residents according to the following Collection Services.

Depots

HSP Depot Name	Address	Days & Hours of Operation	Total Reimbursable hours
			-

Events:

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

INITIALLED BY MUNICIPALITY: _____

Appendix 8

SCHEDULE “C” – HSP MATERIALS INCLUDED AND PAYMENT FOR COLLECTION SERVICES

The HSP Materials which are the subject of this Agreement are those which are selected in the table below:

HSP Materials Selection and Rates:

	HSP Materials included in this Agreement are marked with an “X”	HSP Regulation Category	Hourly rate	\$/tonne rate
Paint and Coatings	X	B	N/A	\$2,400
Pesticides	X	B	N/A	\$2,400
Solvent	X	B	N/A	\$2,400
Pressurized containers – non-refillable	X	A	N/A	\$2,400
Pressurized containers - refillable propane	X	E	N/A	\$65

PCA will pay the Municipality for HSP Materials Collection Services as follows:

For HSP Services – Depot, PCA will pay the Municipality the Hourly Rates set out in the HSP Materials Selection and Rates table in this Schedule “C” plus applicable taxes for the Total Reimbursable Hours set out in Schedule “B”, to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For HSP Services – Event, PCA will pay the Municipality the “\$/tonne rate” set out in the HSP Materials Selection and Rates table in this Schedule “C” per tonne of HSP Materials plus applicable taxes.

For HSP Services – Event (and transportation to Depot), PCA will pay the Municipality the “\$/tonne rate” set out in the HSP Materials Selection and Rates table in this Schedule “C” per tonne of HSP Materials plus applicable taxes.

For Commingled HSP Materials, PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the HSP Materials.



Appendix 9

SCHEDULE "D" – PROMOTION & EDUCATION

The Municipality will actively promote the collection of HSP Materials and the Product Care Recycling brand through municipal publications, events and activities that support the Municipality's waste management strategy. The Municipality will not charge PCA for any promotion or education activities unless PCA has agreed to such charges in advance in writing. PCA's decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality's residents of its Collection Accessibility Schedules (see Schedule "B").

If the Municipality has a waste management webpage then the Municipality may post the Collection Accessibility Schedules, the Product Care Recycling logo and a link to <http://www.productcare.org/> on the aforementioned webpage at no cost to PCA.

The Municipality must submit to PCA draft copies of all publications using PCA trademarks and logos for approval, which PCA may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Product Care Association or any brand owned by PCA, such as Product Care Recycling.

The Municipality will periodically educate its residents about the BUDS message:

- Buy only what you need
- Use it all up
- Divert
- Safely dispose of the rest



Appendix 10

SCHEDULE "E" – PCA STANDARDS

Ontario Hazardous and Special Products (HSP)

Collection Site Standards

Effective: October 1, 2021

To the extent that there is any conflict between these Product Care Association (PCA) HSP Material Collection Site Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the PCA standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the PCA standards as well as with applicable laws and regulations

Background

The HSP Regulation came into effect October 1, 2021. The HSP Regulation and product definitions can be viewed at this website [O. Reg. 449/21: HAZARDOUS AND SPECIAL PRODUCTS \(ontario.ca\) https://www.ontario.ca/laws/regulation/r21449](https://www.ontario.ca/laws/regulation/r21449)

PCA is registered with the Resource Productivity and Recovery Authority (RPRA) as a Producer Responsibility Organization (PRO) under the HSP Regulation.

PCA operates as a Producer Responsibility Organization for certain HSP Materials to ensure they are collected and recycled or otherwise safely disposed of in an environmentally appropriate way.

Purpose

The HSP Collection Site Standards define the minimum operating requirements to qualify as a PCA collection site for HSP Materials. All locations wishing to act as a collection site on behalf of PCA must be approved by PCA.

PCA reserves the right to review and revise these standards on an ongoing basis. PCA shall provide notification of revisions to these standards to active collection sites. . This notice shall be provided as soon as practicable, and the active collection site shall not be responsible for complying with the revised standards until such time as reasonable notification has been



provided and the active collection site has been given reasonable time to comply. PCA acknowledges that the reasonable time frame to comply may vary depending on the actual change being implemented and, in any event, will be no less than thirty (30) days after notification has been made.

Who These Standards Apply to:

For the purposes of these standards, a *Collection Site Operator* means the operator of a PCA approved collection site from which a transporter will pick up HSP Materials and transport them to an approved PCA HSP Materials processor. These standards apply to the following two types of collection sites:

1. **Type 1 sites:** Sites that receive HSP Paints and Coatings and other HSP Materials, and
2. **Type 2 sites:** Sites that collect only: HSP Paints and coatings

Enforcement of these Standards

Collection site operators shall:

- Provide PCA with all reasonable information relating to these standards or any matter that relates to HSP Regulation or procedures of PCA;
- Acknowledge that PCA has a right of access to any and all such information during normal business hours and on 24 hours' notice.

Moreover, PCA may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties retained by PCA to verify compliance are acting on behalf of PCA and shall be bound by strict confidentiality agreements.

1. General Requirements

All HSP Materials collection site operators shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

Type 1 collection sites shall be:

- In possession of and in compliance with all terms in their Ministry of



Environment, Conservation and Parks (MECP) Environmental Compliance Approval (ECA) or Certificate of Approval, as the case may be;

- In compliance with O. Reg. 449/21: Hazardous and Special Products;
- Registered with the MECP's Hazardous Waste Information Network (HWIN);
- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

Type 2 collection sites shall be:

- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with O. Reg. 449/21: Hazardous and Special Products;
- In compliance with the federal *Transportation of Dangerous Goods Act* ;
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

- 1.4 Meet the HSP Regulation requirements for Collection Site or Collection Event including those set out in s. 22 and s. 23 of the HSP Regulation.
- 1.5 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
 - Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
 - Occupational health and safety regulations;
 - Hazardous waste management regulations (storage, handling).
- 1.6 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.7 Maintain all records for a minimum of two (2) years or longer as required by law, including manifests, bills of lading and waste records.
- 1.8 Provide notice to PCA of any fines or regulatory orders in the previous five (5) years that relate to HSP Materials collected under agreement with PCA and, going forward, within sixty (60) days of any new fine or regulatory order as it relates to HSP Materials collected under agreement with PCA.



2. Occupational Health and Safety

All collection site operators shall:

- 2.1 Identify and comply with all applicable Ontario health and safety legislation, including but not limited to:
 - *Employment Standards Act, 2000*;
 - *Occupational Health and Safety Act, 1990*; and
 - *Workplace Safety and Insurance Act, 1997*.
- 2.2 Possess workers' compensation coverage through either a provincial (e.g., WSIB) program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
 - Providing regular documented health and safety training;
 - Providing and enforcing the correct use of personal protection equipment; and
 - Safeguarding hazardous mechanical processes.

3. Staff Training

All collection site operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack HSP Materials in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A below).
- 3.3 Train staff to differentiate between HSP Materials that are eligible for collection services under the HSP Regulation and those that are not (refer to Appendix A below).
- 3.4 Update staff training based on any changes made to the Collection Site Standards.
- 3.5 Document and maintain records of staff training.



4. Waste Packing Protocols

All collection site operators shall:

- 4.1 Pack waste according to the MECP's waste classes and PCA Waste Packing Standards as outlined in Appendix A below.
- 4.2 Ensure that HSP Materials are handled and stored as follows:

For Type 1 collection sites:

In accordance with the conditions laid out in their respective Environmental Compliance Approval (ECA) or Certificate of Compliance, as the case may be, and all applicable laws and regulations.

For Type 2 collection sites:

- Have the ability to receive waste paint from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have reasonable infrastructure to shelter material from inclement weather in a consolidation storage area;
- Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
 - Paints and coatings: minimum of one 205 L drum or one PCA tubskid, one standard UN gaylord boxes or one metal paint collection bin at each collection site;
- As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
- Be accessible to transport vehicles for pick-up of HSP Materials ; and
- Have reasonable security measures in place to prevent HSP Materials from being tampered with by anyone at the site or using the collection facility at unauthorized times.

- 4.3 All waste must be packed in an approved UN container¹, a Transport Canada Equivalency Certificate or PCA approved containers and all materials transported must be contained in accordance with *Transportation of Dangerous Goods Act* (TDGA) requirements.
- 4.4 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval or Certificate of Compliance Storage Requirements. Transportation containers used at event days should be filled to capacity and it is understood the last container filled of the day may not be filled to capacity and it may be partially filled.
- 4.5 If applicable, make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport.



- 4.6 Place large pails (18 to 30 litres) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used placing large pails on the bottom layer.
- 4.7 Contamination allowances
- The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual drums for a given waste class.
 - Contamination levels in transport containers (mis-packed HSP Materials, non-program wastes as identified in Appendix A below) will be monitored by PCA or by its authorized agent through random sampling. HSP Materials collection site operators will be required to take corrective action if contamination allowances are exceeded. PCA reserves the right to revoke the collection site's approval status if corrective action is not taken as reasonably requested by PCA.

¹ Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.

Appendix A –HSP Materials Packing Standards

Please note: This table references all HSP Materials as listed in the HSP Regulation. PCA requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Sorting Requirement	Examples of Inclusions	Examples of Exclusions	Instructions
1	Aerosols - 331 UN 1950	Commingled¹	<ul style="list-style-type: none"> Includes paints and coatings, pesticides and solvents managed through PCA's HSP program and waste not managed through PCA's HSP program that are packaged under pressure in a non-refillable self-closing container that contains a propellant in gaseous form. 	<ul style="list-style-type: none"> Pressurized containers (refillable or non-refillable) Fire extinguishers (including in aerosol format) Inhalers Hair Spray Insect Repellent 	
2	Miscellaneous Waste Organic Chemicals - 263 (for pails: 211, 212, 213) UN 1992, 1993	Commingled¹	<ul style="list-style-type: none"> Includes HSP solvents managed through PCA's HSP program and may include other chemical wastes that are not managed through PCA's HSP program. Note: Solvents include such items as turpentine, alcohols (methanol, isopropanol, ethanol), ketones (acetone, methyl ethyl ketone), xylene, toluene, mineral spirits, linseed oil, naphtha, methylene chloride and products marketed as paint thinners, lacquer thinners, automotive body resin solvents, contact cement thinners, paint strippers and degreasers. 	<ul style="list-style-type: none"> Paints and coatings Driveway and roof sealants HSP solvents supplied in a container that is greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.

#	Waste Class / UN#	Sorting Requirements	Examples of Inclusions	Examples of Exclusions	Instructions
3	Non-Refillable Pressurized Containers 331 UN 1978	Non-Commingled ²	<ul style="list-style-type: none"> • A pressurized container that is used for the supply of a gas product, including propane, but cannot be refilled 	<ul style="list-style-type: none"> • An aerosol container • A fire extinguisher • A pressurized container that has a capacity greater than 109 litres 	<ul style="list-style-type: none"> • Collection sites must store and ship compressed gases based on content (gas) and not cylinder type

4	Paints, Stains and Coatings - 145	Non-Commingled²	<ul style="list-style-type: none"> • Latex, oil or solvent-based architectural coatings and includes paints and stains, whether tinted or untinted, non-pesticide marine paints and aerosol paints for automotive, craft and industrial applications <p>Note: Architectural coatings means paint or coating intended for interior or exterior surfaces of residential, commercial, institutional or industrial structures, including any components of or attachments to those structures, such as driveways, indoor or outdoor furniture, appliances, floors, cabinets and doors</p>	<ul style="list-style-type: none"> • Non-aerosol paints intended for automotive or industrial applications or crafts • Paints or wood preservatives that are registered as a pesticide under the <i>Pest Control Products Act</i> (Canada), • Stuccos and spackling compounds, • Polishes and waxes, • Caulking and sealants, or • Paints and coatings that are supplied in a container that has a capacity greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> • Collection/transport containers should be packed with larger paint containers at the bottom, any spaces filled with smaller containers, and smaller paint containers on top. Paint and coating containers must be stacked upright in the collection/transport containers.
---	--	-----------------------------------	---	--	---

5	Pesticides - 242 UN 2902,2903, 2588.	Commingled ¹	<ul style="list-style-type: none"> • A pesticide, fungicide, herbicide or insecticide that is registered under the <i>Pest Control Products Act</i> (Canada), that is designated as “DOMESTIC” class under the Pest Control Products Regulations (SOR/2006-124) and is required to bear the signal word “DANGER” or “WARNING” and the signal word “POISON” together with the related precautionary symbols set out in Schedule 3 of that Regulation 	<ul style="list-style-type: none"> • Insect repellents intended for personal use. • Sanitizers, disinfectants and antimicrobial products. • Pool chemicals. • Diatomaceous earth. • Pet products. • Ant traps. • Products regulated under the Food and Drugs Act (Canada). • Insecticidal soaps. • Commercial, agricultural and restricted classifications registered under the Pest Control Products Act (Canada). • Product supplied in a container that has a capacity greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> • Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.
---	---	--------------------------------	--	--	---

6	Refillable Propane Container 331 UN 1978	Non-Commingled²	<ul style="list-style-type: none"> • A pressurized container that can be refilled, has a water capacity of 109 litres or less and is used only for propane 	<ul style="list-style-type: none"> • A refillable non-Propane container 	<ul style="list-style-type: none"> • It is acknowledged that collection sites must store and ship compressed gases based on content (gas) and not cylinder type
---	---	-----------------------------------	---	--	--

1 - Commingled refers to waste managed under Product Care Association's program that are packed with waste that is not managed by Product Care Association because separating them at the collection site is not possible or practical. Product Care Association uses allocation models derived from audits conducted on its behalf to calculate its financial obligations to collectors and its collection performance for reporting purposes.

2 - Non-Commingled refers to the sorting of waste such that only wastes managed under Product Care Association's program are packed in the same shipping container.

INITIALED BY MUNICIPALITY: _____

April 6, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of RFP 2022-OF-04 – Detailed Engineering Design of the Portage Avenue Underpass Superstructure Rehabilitation

The Town of Fort Frances included in the 2022 Capital budget funds to undertake a detailed review and the related design works for the rehabilitation of the Portage Avenue Underpass Superstructure coming from a recommendation of the recent Ontario Structural Inspection Manual bi-annual inspection.

The Town advertised an RFP the week of February 17th which closed on Tuesday March 15th at 2:00pm in the Town of Fort Frances Committee Room with public participation virtually. Two bids were received, one from JML Engineering of Thunder Bay for a total cost of \$48,400.00 and the second from AECOM of Winnipeg for a total cost of 89,825.00 plus applicable taxes.

The proposals were reviewed by myself and Mr. Cody Vangel, EIT based on criteria outlined within the RFP document. JML Engineering rated highest in their proposal with good experience in bridge work and assessments as well as inclusion of a lift for a detailed inspection of the underside of the deck including the required traffic control. Both firms did not include costs associated with flagging or maintenance blocking costs related to the CN Rail line on the bridge, however the Town did budget \$150,000 for this work so there is sufficient budget to allow for those costs to be paid by the Town within their budget allocation. In addition AECOM did not include a number of other expenses and offered a number of additional tasks for additional fees. AECOM did, however, have a lot of experience relating to CN specifically.

It is the recommendation of the Operations and Facilities Executive Committee that RFP 2022-OF-04 be awarded to JML Engineering of Thunder Bay for a total cost of \$48,400 plus applicable taxes and further that Mayor and Clerk be authorized to execute the agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that that RFP 2022-OF-04 be awarded to JML Engineering of Thunder Bay for a total cost of \$48,400 plus applicable taxes and further that Mayor and Clerk be authorized to execute the agreement on behalf of the Corporation.

Manager of Operations and Facilities

To: Mayor & Council

From: Fire Chief/CEMC

Date: April 1, 2022

Subject: Fire Protection Services Reimbursement Transfer Payment Agreement

Background

On March 19th, 2022, Solicitor General Sylvia Jones announced the launch of a new program to assist municipalities with costs associated with providing emergency responses in unincorporated Ontario in areas that are not already protected by a fire service.

I have included two documents associated with this report; one is a guideline named: **Schedule F – Guideline 222-OU-V1 (2022-2-9)** and the other is an agreement named: **R-FPS-UO-TPA-ENG**.

Emergency Response call types that may be eligible for reimbursement include:

- Motor Vehicle Collisions occurring on roads that are not considered provincial highways by the Ministry of Transportation
- Carbon Monoxide
- Hazmat (excluding those calls occurring on roads maintained by the Ministry of Transportation)
- Structure Fires
- False Alarms
- Rescue (defined as an emergency incident that primarily involves activities directed at locating and rescuing endangered persons and removing those persons to a safe location, this could also include but is not limited to the provisions of emergency medical care).

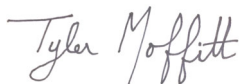
Meanwhile, the reimbursement program will be administered through the Office of the Fire Marshal and requires the execution of a Fire Protection Services Reimbursement Transfer Payment Agreement.

The reimbursement rate for each responding apparatus will be \$509.89 for any portion of the first hour of attendance at an incident. Any call that lasts over an hour will be reimbursed in 30-minutes increments paid at the rate of \$254.95 per apparatus. As well, the reimbursement rate increases will be based on any increase to services rates the Ministry of Transportation utilizes related to reimbursements for fire department responses on provincial highways.

Recommendation

That Council approve the report as presented, and that Council authorizes the execution of an agreement between the Town of Fort Frances and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal and further that a by-law be brought forward for execution by the Mayor and Clerk.

Respectfully submitted,



Tyler Moffitt, Fire Chief/CEMC

Council approval of this report will agree to approve this report as presented, and to authorize the execution of an agreement between the Town of Fort Frances and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal and further that a by-law be brought forward for execution by the Mayor and Clerk.

FIRE PROTECTION SERVICES REIMBURSEMENT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 1st day of March 2022 (The “**Effective Date**”)

B E T W E E N:

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

The Corporation of the Town of Fort Frances

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Reports
Schedule “F” -	Guideline: Emergency Services Reimbursement for Unincorporated Ontario,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient with associated cost recovery after providing fire protection services to unincorporated areas of Ontario;
- (b) the Province is not responsible for carrying out the services; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Date

Name: Tim Beckett

Title: **Deputy Fire Marshal**

The Corporation of the Town of Fort Frances

Date

Name:

Title:

I have authority to bind the Recipient.

SCHEDULE “A”

GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Municipality, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Effective Date” means the date set out at the top of the Agreement.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

“Services” means eligible fire protection services outlined in 6:01 of the Guideline attached as Schedule “F”

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;

- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the services;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the services safely and successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A 6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 1st, 2022 and end on May 31st, 2022.

A4.0 FUNDS AND CARRYING OUT THE SERVICES

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient funds when eligible services are provided based upon the financial rates and criteria identified in Schedule "F", Sections 5 and 6 of the guideline;

- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution;
 - (ii) is in the name of the Recipient and
 - (iii) is registered in TPON

A4.2 Carrying Out the Services.

The Recipient will do the following:

- (a) carry out the Services in accordance with the Agreement;

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Services and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

A6.1 Preparation and Submission. The Recipient will submit to the Province at the address referred to in section A13.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 Record Maintenance. The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Services provided in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Services provided.

A7.0 COMMUNICATIONS REQUIREMENTS

- A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

A8.0 INDEMNITY

- A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Services provided or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

- A9.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a similar services would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation.
- A9.2 **Proof of Insurance.** If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action.

If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) suspend the payment of Funds for such period as the Province determines appropriate;
- (b) cancel further instalments of Funds;
- (c) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A13.0 NOTICE

A13.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A15.0 INDEPENDENT PARTIES

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 GOVERNING LAW

A17.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the

courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A18.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A19.0 SURVIVAL

A19.1 Survival. All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

- END OF GENERAL TERMS AND CONDITIONS –

SCHEDULE “B”**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Expiry Date	May 31 st , 2022
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	Position: Deputy Fire Marshal Address: 25 Morton Shulman Ave, Toronto M3M 0B1 Email: tim.beckett@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

(None)

SCHEDULE “C”

PROJECT

To provide a process for reimbursement for costs incurred by the recipient related to the provision of fire protection services in unincorporated areas of Ontario based on eligible call type criteria described in Schedule F Guideline, Section 6.

SCHEDULE “D”**BUDGET**

Funding will be provided to the <insert recipient name> upon providing fire protection services as outlined in this Agreement in the amounts as listed below per emergency response:

- ✓ \$509.89 per apparatus for any portion of the first hour
- ✓ \$254.95 in 30-minute increment per apparatus after the first hour

Reimbursement rate increases will be based on any increase to service rates the Ministry of Transportation utilizes related to reimbursements for ‘fire department response on provincial highways.’

SCHEDULE “E”**REPORTS**

As a condition of payment for fire protection services provided under this agreement:

- a Schedule A must be submitted to the Office of the Fire Marshal and must be received within 30 days as outlined in Schedule F, Guideline 2022-UO-V1 – Reimbursement Process for Unincorporated Ontario and,
- all required reports (dispatch reports/log) and or other supporting documentation as required must be submitted with the application form for reimbursement through the TPON portal:

<https://www.ontario.ca/page/available-funding-opportunities-ontario-government>

SCHEDULE “F”

GUIDELINE FIRE PROTECTION SERVICES REIMBURSEMENT FOR UNINCORPORATED ONTARIO

1:00 PURPOSE

- 1:01 To provide clear guidance to recipients on the process to receive reimbursement for eligible fire protection service responses into Unincorporated Ontario.

2:00 SCOPE

- 2:01 This guideline applies to all parties who have an approved Transfer Payment Agreement (hereafter referred to as “TPA”) regarding requesting reimbursements for the provision of fire protection services into Unincorporated areas of Ontario.
- 2:02 Only those responses which meet the qualifying criteria as outlined in the (TPA) will be eligible for consideration of payment.

3:00 RESPONSIBILITY

- 3:01 It is the responsibility of the recipient (Municipality) to register with the Ontario Government Transfer Payment Ontario (TPON) system: [Get funding from the Ontario government | ontario.ca](https://www.ontario.ca/get-funding-from-the-ontario-government). For assistance creating a TPON account, please refer to the bottom of the help section of the link above.
- 3:02 It is the responsibility of the recipient (Municipality) to ensure all Transfer Payment Ontario Network (TPON) account information is kept current and all requests for reimbursement submitted meet the qualifying criteria outlined in this guideline and their (TPA).
- 3:03 It is the responsibility of the participating recipient (Municipality) to submit all requests for reimbursement for services within 30 days of the date of incident.
- 3:04 Exemption – Participating recipients (Municipality) will be able to submit eligible claims for fire protection service responses that occurred during the fiscal year (Provincial Government April 1, 2021 – March 31, 2022) up until May 31, 2022.

3:05 It is the responsibility of the Office of the Fire Marshal (OFM) to approve and process requests within 30 business days of receipt of the request. If a request is not approved as it does not meet the qualifying criteria or it requires further information, the recipient (Municipality) will be formally notified and will have an additional 30 days from receiving notification, to resubmit the request with any required information.

4:00 DEFINITIONS

4:01 **Apparatus:** means an emergency response vehicle owned by and provided by the responding municipal fire service; excluding Snowmobiles, Off Road Utility Vehicles, Boats and trailers.

Agreement: means the agreement entered between the Province and the recipient, commonly referred to as the "Transfer Payment Agreement or TPA", all of the schedules listed, and any amending agreement entered into;

Request: a request made by the participating municipalities for reimbursement for emergency services provided in Unincorporated Ontario

Call: means any response by a municipality for emergency services into unincorporated Ontario

Call types: means different incidents resulting in emergency service responses

Incident: means an occurrence in unincorporated Ontario that the municipal fire department responds to.

Parties: means the Province and the Recipient

Party: means either the Province or the Recipient

Reimbursement rate: the monetary amount established by the OFM that will be used to calculate the total funds to be reimbursed to a municipality.

5:00 FINANCIAL

5:01 The reimbursement rate for each responding apparatus is \$509.89 for any portion of the first hour of attendance at an incident. Any call that lasts over an hour will be reimbursed in 30-minute increments paid at the rate of \$254.95 per apparatus.

5:02 Reimbursement rate increases will be based on any increase to service rates the Ministry of Transportation utilizes related to reimbursements for fire department response on provincial highways.

5:03 Approved requests will be processed for payment in accordance with the timelines in the Approved Transfer Payment Agreement.

6:00 ELIGIBILITY

6:01 The following call types may be eligible for payment:

- Motor Vehicle Collisions occurring on roads that are not considered provincial highways by Ministry of Transportation
- Carbon Monoxide
- Hazmat (excluding those calls occurring on roads maintained by the Ministry of Transportation)
- Structure Fires
- False Alarms
- Rescue (defined as an emergency incident that primarily involves activities directed at locating and rescuing endangered persons and removing those persons to a safe location, this could also include but is not limited to the provisions of emergency medical care.

6:02 The following call types are not eligible for reimbursement under the agreement:

- Any call into an area where an established fire department is responding
- Any mutual aid or automatic aid calls
- Any call to an area or location with a Fire Protection Agreement in place with the municipality making a claim through TPON
- Any call for which another government funded agency has established a separate reimbursement process for responses by the municipality, i.e. responses covered by MNDMNRF (Ministry of Northern Development Mines, Natural Resources and Forestry), MTO (Ministry of Transport) or Hydro One
- Tiered medical response, first response, medical response

7:00 SUBMISSION PROCESS

7:01 Participating recipients (Municipality) will complete and submit an APPLICATION form available in TPON at:

<https://www.ontario.ca/page/available-funding-opportunities-ontario-government>

with all required sections completed for review and approval by the OFM before reimbursement will be processed through TPON.

7:02 Completed APPLICATION forms and all required documentation must be submitted within the timelines established in 3:02 and 3:03 as applicable.

7:03 The municipal authority shall review and sign the Transfer Payment Agreement and return the document to John Irvine via e-mail at: john.irvine2@ontario.ca **within 14 days of submitting an application.**

7:04 The OFM will review the application form and the signed agreement within 30 days.

7:05 The APPLICATION form shall be returned by OFM with any additional comments as required to the participating municipality within timelines outlined in section 3:03 if denied and containing the reasoning/ request for additional information as applicable. Resubmissions as applicable, must occur as per timelines specified in 3:03.

Schedule F – Guideline Fire Protection Services Reimbursement for Unincorporated Ontario

Reference No: **2022-UO-V1**

Version Date: 2022/02/09

Page: 1 of 6

1:00 PURPOSE

1:01 To provide clear guidance on the process for municipalities to qualify to receive reimbursement for eligible emergency responses into Unincorporated Ontario.

2:00 SCOPE

2:01 This guideline applies to all parties who have an approved Transfer Payment Agreement (hereafter referred to as “TPA”) regarding requesting reimbursements for the provision of fire protection services into Unincorporated areas of Ontario.

2:02 Only those responses which meet the qualifying criteria as outlined in the (TPA) will be eligible for consideration of payment.

3:00 RESPONSIBILITY

3:01 It is the responsibility of the Municipality to register with the Ontario Government Transfer Payment Ontario (TPON) system: [Get funding from the Ontario government | ontario.ca](https://www.ontario.ca/government/funding). For assistance creating a TPON account, please refer to the bottom of the help section of the link above.

3:02 It is the responsibility of the Municipality to ensure all Transfer Payment Ontario Network (TPON) account information is kept current and all requests for reimbursement submitted meet the qualifying criteria outlined in this guideline and their (TPA).

Schedule F – Guideline Fire Protection Services Reimbursement for Unincorporated Ontario

Reference No: **2022-UO-V1**

Version Date: 2022/02/09

Page: 2 of 6

- 3:03 It is the responsibility of the participating municipality to submit all requests for reimbursement for services within 30 days of the date of incident.
- 3:04 Exemption – Participating municipalities will be able to submit eligible claims for responses that occurred during the fiscal year (Provincial Government April 1, 2021 – March 31, 2022) up until May 31, 2022.
- 3:05 It is the responsibility of the Office of the Fire Marshal (OFM) to approve and process requests within 30 business days of receipt of the request. If a request is not approved as it does not meet the qualifying criteria or it requires further information, the recipient (Municipality) will be formally notified and will have an additional 30 days from receiving notification, to resubmit the request with any required information.
- 4:00 DEFINITIONS
- 4:01 **Apparatus:** means an emergency response vehicle owned by and provided by the responding municipal fire service; excluding Snowmobiles, Off Road Utility Vehicles, Boats and trailers.
- Agreement:** means this agreement entered into between the Province and the Municipality, commonly referred to as the “Transfer Payment Agreement or TPA”,

Schedule F – Guideline Fire Protection Services Reimbursement for Unincorporated Ontario

Reference No: **2022-UO-V1**

Version Date: 2022/02/09

Page: 3 of 6

all of the schedules listed, any amending agreement entered into, all of the schedules listed, and any amending agreement entered into;

Request: a request made by the participating municipalities for reimbursement for emergency services provided in Unincorporated Ontario

Call: means any response by a municipality for emergency services into unincorporated Ontario

Call types: means different incidents resulting in emergency service responses

Incident: means an occurrence in unincorporated Ontario that the municipal fire department responds to.

Parties: means the Province and the Recipient

Party: means either the Province or the Recipient

Reimbursement rate: the monetary amount established by the OFM that will be used to calculate the total funds to be reimbursed to a municipality.

5:00 FINANCIAL

5:01 The reimbursement rate for each responding apparatus is \$509.89 for any portion of the first hour of attendance at an incident. Any call that lasts over an hour will be reimbursed in 30-minute increments paid at the rate of \$254.95 per apparatus.

Schedule F – Guideline Fire Protection Services Reimbursement for Unincorporated Ontario

Reference No: **2022-UO-V1**

Version Date: 2022/02/09

Page: 4 of 6

5:02 Reimbursement rate increases will be based on any increase to service rates the Ministry of Transportation utilizes related to reimbursements for fire department response on provincial highways.

5:03 Approved requests will be processed for payment in accordance with the timelines in the Approved Transfer Payment Agreement.

6:00 ELIGIBILITY

6:01 The following call types may be eligible for payment:

- Motor Vehicle Collisions occurring on roads that are not considered provincial highways by Ministry of Transportation
- Carbon Monoxide
- Hazmat (excluding those calls occurring on roads maintained by the Ministry of Transportation)
- Structure Fires
- False Alarms
- Rescue (defined as an emergency incident that primarily involves activities directed at locating and rescuing endangered persons and removing those persons to a safe location, this could also include but is not limited to the provisions of emergency medical care.

6:02 The following call types are not eligible for reimbursement under the agreement:

Schedule F – Guideline Fire Protection Services Reimbursement for Unincorporated Ontario

Reference No: **2022-UO-V1**

Version Date: 2022/02/09

Page: 5 of 6

- Any call into an area where an established fire department is responding
- Any mutual aid or automatic aid calls
- Any call to an area or location with a Fire Protection Agreement in place with the municipality making a claim through TPON
- Any call for which another government funded agency has established a separate reimbursement process for responses by the municipality, i.e. responses covered by MNDMNRF (Ministry of Northern Development Mines, Natural Resources and Forestry), MTO (Ministry of Transport) or Hydro One
- Tiered medical response, first response, medical response

7:00 SUBMISSION PROCESS

7:01 Participating municipalities will complete and submit an APPLICATION form available in TPON at:

<https://www.ontario.ca/page/available-funding-opportunities-ontario-government>

with all required sections completed for review and approval by the OFM before reimbursement will be processed through TPON.

7:02 Completed APPLICATION forms and all required documentation must be submitted within the timelines established in 3:02 and 3:03 as applicable.

Schedule F – Guideline Fire Protection Services Reimbursement for Unincorporated Ontario

Reference No: **2022-UO-V1**

Version Date: 2022/02/09

Page: 6 of 6

- 7:03 The municipal authority shall review and sign the Transfer Payment Agreement and return the document to John Irvine via e-mail at: john.irvine2@ontario.ca **within 14 days of submitting an application.**
- 7:04 The OFM will review the application form and the signed agreement within 30 days.
- 7:05 The APPLICATION form shall be returned by OFM with any additional comments as required to the participating municipality within timelines outlined in section 3:03 if denied and containing the reasoning/ request for additional information as applicable. Resubmissions as applicable, must occur as per timelines specified in 3:03.



FORTFRANCES
BOUNDLESS

COUNCIL VACANCIES TO EXECUTIVE COMMITTEES

**ADMINISTRATIVE
REPORT**

Date: 2022-04-11
From: Gabrielle Lecuyer, Municipal Clerk
To: Committee of the Whole
File Number:

COUNCIL VACANCIES TO EXECUTIVE COMMITTEES

1. ISSUE

For Council to consider the vacancies to the Executive Committees

2. STRATEGIC IMPACT

N/A

3. OPTIONS & ALTERNATIVES

Council can choose not to fill the vacancy this option may result in quorum issues when there are regrets / absences.

4. ADMINISTRATIVE RECOMMENDATION

THAT the following Councillor appointment be approved for the remainder of the Council Term to the following Executive Committee:

Planning and Development Executive Committee: Councillor: _____

Administration and Finance Executive Committee: Councillor: _____

Economic Development Executive Committee: Councillor: _____

5. HISTORY

In accordance with the Procedural By-Law:

- The Mayor shall be an ex-officio Member of all Council Committees and may provide input on all questions before the Committee, but shall not vote or be counted in the formation of a quorum unless another appointed member is absent.
- A majority (50% +1) of all Members of a Committee shall constitute a quorum
- An Executive Committee shall have Council representation appointed by resolution.
- The rules governing the Procedural By-Law of the Council and the conduct of its Members shall be observed in meetings of the Executive Committees in so far as they are applicable.

In accordance with the established Boards / Committees of Council By-Law:

- Members shall consist of three Councillors

ADMINISTRATIVE REPORT**6. ANALYSIS**

On March 30, 2022, Councillor Judson provided Council written notice of resignation to the Planning and Development Executive Committee, the Administration and Finance Executive Committee and the Economic Development Executive Committee effective immediately.

Council requires a quorum of 3 members for Executive Committees.

Executive Committees have already encountered quorum issues that resulted in the cancellation of meetings after staff reports, agendas were produced and published along with public notice in accordance with the procedural By-Law. To allow for appropriate cancellation notice to the public, Council and staff, members should provide advance notice (when possible) of planned absences or regrets to the Deputy Clerk (for Executive Committees) or the Clerk for the (Committee of the Whole or Regular Council meetings).

7. CONSULTATION

N/A

8. SUPPORTING DOCUMENTS

N/A

April 11, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Amending agreement with the Federal Economic Development Agency for Northern Ontario

On March 21, 2022 the Town applied to the Federal Economic Development Agency for Northern Ontario for additional funding supports to cover cost overruns related to the Sorting Gap Upgrade project, specifically cost overruns relating to the procurement of new docks. On April 1, 2022 the Town was notified that they were successful in receiving additional funding in an amount of \$71,443.00.

Attached to this report is the amending agreement between the Town of Fort Frances and the Federal Economic Development Agency for Northern Ontario (FedNOR). It is the recommendation of Administration that a by-law be prepared to authorize the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of Administration that a by-law be prepared to authorize the Mayor and Clerk to execute the agreement on behalf of the Corporation.

2022April11 Amending Agreement FedNor Sorting Gap Docks



Government
of Canada

Gouvernement
du Canada

Federal Economic Development
Agency for Northern Ontario
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Agence fédérale de développement
économique pour le Nord de l'Ontario
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

April 6, 2022

Project Number: 851-513586

Mr. Travis Rob
Manager of Operations and Facilities
Corporation of The Town Of Fort Frances (o/a Town of Fort Frances)
320 Portage Avenue
Fort Frances ON P9A 3P9

Dear Mr. Rob:

**Re: Sorting Gap Marina Upgrades
Amendment Number: 1**

As a result of increase in project costs and in response to your request dated March 21, 2022, FedNor is prepared to amend our Contribution agreement of December 20, 2021 as follows:

Delete: Clause 3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 22.5% of the incurred Eligible & Supported Costs of \$550,530 of the Project outlined in Annex 1, and
- b) \$124,994.

Substitute: Clause 3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 31.33% of the incurred Eligible & Supported Costs of \$626,983 of the Project outlined in Annex 1, and
- b) \$196,427.

- 2 -

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$124,994
- Supported	\$555,530	Other Federal	
- Not Supported		Provincial	\$376,995
Ineligible Costs	\$160,234	Municipal	
		Financial Institution	
		Recipient	\$213,775
		Other	
Total	<u>\$715,764</u>		<u>\$715,764</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Dock Upgrades 2022	\$400,530		\$400,530
Electrical, Lighting, and Security Upgrade	\$145,000		\$145,000
Site Drainage Upgrades	\$10,000		\$10,000
TOTAL ELIGIBLE COSTS	<u>\$555,530</u>		<u>\$555,530</u>
<u>Ineligible Costs:</u>			
Dock Upgrades 2021			\$160,234
TOTAL INELIGIBLE COSTS			<u>\$160,234</u>
TOTAL PROJECT COSTS			<u>\$715,764</u>

- 3 -

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$196,427
- Supported	\$626,963	Other Federal	
- Not Supported		Provincial	\$376,995
Ineligible Costs	\$160,234	Municipal	
		Financial Institution	
		Recipient	\$213,775
		Other	
Total	<u>\$787,197</u>		<u>\$787,197</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Dock Upgrades 2022	\$471,963		\$471,963
Electrical, Lighting, and Security Upgrade	\$145,000		\$145,000
Site Drainage Upgrades	\$10,000		\$10,000
TOTAL ELIGIBLE COSTS	<u>\$626,963</u>		<u>\$626,963</u>
<u>Ineligible Costs:</u>			
Dock Upgrades 2021			\$160,234
TOTAL INELIGIBLE COSTS			<u>\$160,234</u>
TOTAL PROJECT COSTS			<u>\$787,197</u>

- 4 -

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Jeffrey O'Brien toll-free at 1-877-333-6673 ext. 8730 or 844-805-8730 in our Thunder Bay office.

Yours sincerely,

Lucie Perreault
Program Director
Federal Economic Development Agency for Northern Ontario (FedNor)

Corporation of The Town Of Fort Frances (o/a Town of Fort Frances)

Project Number: 851-513586

Amendment Number: 1

The foregoing is hereby accepted this _____ day of _____, _____.

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title

April 11, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of Tender 2022-OF-06 – 2022 Mowat Avenue Road Reconstruction

During the week of March 10, 2022, the Town advertised for a Tender Call for the first of the 2022 Roadway Reconstruction being the reconstruction of Mowat Avenue from Scott Street to Second Street, and various water valves and hydrants with the tender closing on Tuesday, April 5, 2022.

Advertisements were placed in the Fort Frances Times, Chronicle Journal, Thunder Bay Construction Association, and Winnipeg Construction Association.

Four (4) Contractors submitted tender bids;

Contractor	Price (HST Included plus \$150,000.00 Contingency Allowance)
Tom Veert Contracting	\$2,742,275.98
George Armstrong Company	\$2,578,688.25
Makkinga Contracting	\$2,309,361.79
Bay City Contracting	\$2,098,981.78

The works tendered consisted of two (2) individual projects to be completed in 2022, and one in 2023. The projects are as follows:

2022 Construction Program

1. Reconstruction of Mowat Avenue from Scott Street to Second Street

Full recondition of Mowat Avenue including the replacement of sanitary sewer main, watermain, asphalt surface, storm sewer and landscaping including the reconstruction of the concrete sidewalk along the road.

2. Fire Hydrant and Valve Replacement (Various Locations)

Replacement of problem hydrant and valve sets in various locations around town.

2023 Construction Program

3. Surface Coarse paving of Mowat Avenue

Installation of the Surface Coarse paving on Mowat Avenue from Scott Street to Second Street including line painting.

The 2022 work is scheduled to begin ASAP in May and to be completed by October 28, 2022.

In accordance with the Town's procurement policy, Administration has an obligation to point out to Council any tender irregularities. All tenders submitted were complete and compliant. **See Spreadsheet No. 1**, which outlines details on the four (4) tender bids received and the associated costs for each individual project. Also, highlighted in "green" indicates the lowest unit bid price and "red" indicates the highest unit bid price and the 2023 works are shown in "blue" text.

The low bid received does result in a substantial savings from the originally budgeted costs for this project being \$2,939,887.69 funded by Federal Gas Tax (\$1,143,500) and Ontario Community Infrastructure Fund (OCIF) (\$1,304,888.10) and Northern Ontario Resource Development Stream Funding (\$188,313.95). Spreadsheet #2 outlines the funding for the project as tendered. It is the intent of Administration to allocate additional OCIF Funds to the reconstruction of Mowat portion of the works to allocate the savings to the replacement of valves and hydrants such that all 6 hydrants and 6 valves can be replaced in this season. In addition to this there would still be a funding surplus of 2022 OCIF funds of \$1,054,828.60. Administration recommends that the OCIF funds be allocated to fund the reconstruction of Sinclair Street in the event that the Town is unsuccessful in their Investing in Canada Infrastructure Program Green Stream application, otherwise the funds be placed in an OCIF reserve for use in later years. Under our funding agreement, funds can be placed in a reserve for a maximum of five (5) years.

The low tender bid was Bay City Contracting with a total cost of \$2,098,981.78 which includes a \$150,000 contingency allowance spread over the two years and HST. Please review the attached **Spreadsheet No. 2** - outlining the 2022 capital budget allocations for each project vs. the lowest tender bid from Bay City Contractors plus Hatch engineering costs (10%) and all funding allocations.

Please find attached a letter report from Hatch recommending that Bay City Contractors be awarded this tender as they are the low tender and, in the past, have performed well on similar projects in our community.

It is recommended by Administration that the following be approved:

- That Tender 22-OF-06 – 2022 Road Reconstruction Mowat Avenue, Hydrant and Valve Replacement be awarded to Bay City Contractors at an estimated cost of \$2,098,981.78 which includes HST and a contingency allowance of \$150,000.00.
- That the Ontario Community Infrastructure Fund surplus be allocated to the Reconstruction of Sinclair Avenue in the event that the Town's application to the Investing in Canada Infrastructure Fund Green Stream be denied, otherwise the funds be placed in a reserve fund for future projects.
- That prior to construction start, an open house public meeting is scheduled to ensure all property owners abutting the construction projects obtain first-hand knowledge of these projects and have the opportunity to ask any questions. The exact date of the meeting is unknown at the time of writing this report, and
- That the Mayor and Clerk be authorized to execute the contract documents on behalf of the Corporation of the Town of Fort Frances.

Respectfully Submitted



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

Council approval of this report will ensure:

- **That Tender 22-OF-06 – 2022 Road Reconstruction Mowat Avenue, Hydrant and Valve Replacement be awarded to Bay City Contractors at an estimated cost of \$2,098,981.78 which includes HST and a contingency allowance of \$150,000.00.**
- **That the Ontario Community Infrastructure Fund surplus be allocated to the Reconstruction of Sinclair Avenue in the event that the Town's application to the Investing in Canada Infrastructure Fund Green Stream be denied, otherwise the funds be placed in a reserve fund for future projects.**
- **That prior to construction start, an open house public meeting is scheduled to ensure all property owners abutting the construction projects obtain first-hand knowledge of these projects and have the opportunity to ask any questions. The exact date of the meeting is unknown at the time of writing this report, and**
- **That the Mayor and Clerk be authorized to execute the contract documents on behalf of the Corporation of the Town of Fort Frances.**

2022April11 Award of Tender 2022-OF-06 2022 Mowat Ave Road Reconstruction



973 Balmoral Street, Suite 101
 Thunder Bay, Ontario, Canada P7B 0E2
 Tel: +1 (807) 623 3449 Fax: +1 (807) 623 5925 www.hatch.com

April 6, 2022

364258-P

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

Attention: Travis Rob, P.Eng.

**Re: 2022 Road Reconstruction
 Mowat Avenue Reconstruction
 Tender No.22-OF-06
 Tender Recommendation**

Tenders for the above project were received by the Town of Fort Frances on or before 2:00 pm (CDT) on Wednesday, April 5th, 2022. Four (4) tenders were received, and are listed below in ascending order:

<u>Tenderer</u>	<u>Tender Price</u>
1) Bay City Contractors Thunder Bay Inc. (BCC)	\$2,098,981.78
2) Makkinga Contractors & Equipment Rental (MCER)	\$2,309,361.79
3) George Armstrong Co. Limited (GACL)	\$2,578,688.25
4) Tom Veert Contracting Limited (TVCL)	\$2,742,275.98

The above tender prices include H.S.T. The Tenders were checked arithmetically and were all found to be correct.

TENDER IRREGULARITIES

A review of the tenders was undertaken. All of the four (4) tenderers submitted a Bid Bond in the amount of 10% of the Tender Price and an Agreement to Bond and/or Consent of Surety. All tenderers included completed Forms A, B, C, D, E and F of the Tender documents.

REVIEW OF TENDER PRICES

A review of the tender prices submitted by the tenderers was undertaken. BCC's tender pricing was generally overall lower than the other tenderers.

Removal items and temporary water and sanitary items accounted for a significant difference from the second lowest bidder. There are no items noted in our review that seem to be overlooked or missed. Furthermore, the low tenderer has indicated they are comfortable with the price submitted.

364258, Rev. A



Town of Fort Frances
2022 Road Reconstruction – Tender No.22-OF-06
Tender Recommendation
April 6, 2022

LOW TENDERER'S QUALIFICATIONS

BCC is a reputable and experienced road, watermain and sewer contractor. They have completed numerous similar scope of work projects in the Rainy River, Fort Frances and Sioux Lookout in the recent past (reference the Tendering Supplements, Form A, Tenderer's Experience in Similar Work for a detailed summary of recent similar projects).

BCC is proposing to carry out the majority of the work with their own forces which includes all the excavation, grading and pipe works. BCC has stated that all asphalt works will be completed by Pioneer Construction, and concrete works will be completed by NST Construction.

PROPOSED PROJECT SCHEDULE

This Contract includes a completion date of October 28, 2022. BCC has indicated that they intend on starting construction mid-June. BCC stated that they will have dedicated crews working onsite throughout the Contract and do not anticipate any issues meeting the specified completion date of October 28, 2022.

RECOMMENDATION

We recommend that the Contract be awarded to Bay City Contractors.

With this report we are enclosing a spreadsheet showing a comparison of the tender prices and the engineer's estimate.

Yours very truly,

A handwritten signature in blue ink, appearing to read "J De Luca".

Joseph De Luca, P. Eng.
Senior Project Engineer
Encl.

					Engineer's Estimate		Bay City Contractors (Thunder Bay)		Makkinga Contractors (1876118		George Armstrong Company Ltd.		Tom Veert Contracting Limited	
ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE
PART 1 - MOWAT AVENUE (From Sta 1+000 To Sta 1+200) - DWG A1-364258-P16)														
SECTION A - GRADING														
A.001	206, SP	Earth Excavation (Grading)	1,705	m³(P)	\$ 20.00	\$ 34,100.00	\$ 21.00	\$ 35,805.00	\$ 15.00	\$ 25,575.00	\$ 15.00	\$ 25,575.00	\$ 17.70	\$ 30,178.50
A.002	310, SP	Hot Mix HL4 Asphalt (Binder Course 60mm)	360	t	\$ 265.00	\$ 95,400.00	\$ 305.00	\$ 109,800.00	\$ 317.00	\$ 114,120.00	\$ 306.00	\$ 110,160.00	\$ 448.22	\$ 161,359.20
A.003	310, SP	Hot Mix HL4 Asphalt (Surface Course 60mm)	360	t	\$ 255.00	\$ 91,800.00	\$ 300.00	\$ 108,000.00	\$ 281.00	\$ 101,160.00	\$ 282.00	\$ 101,520.00	\$ 412.04	\$ 148,334.40
A.004	314, SP	Granular 'A' (150mm Depth)	885	t	\$ 30.00	\$ 26,550.00	\$ 35.00	\$ 30,975.00	\$ 27.00	\$ 23,895.00	\$ 35.00	\$ 30,975.00	\$ 38.28	\$ 33,877.80
A.005	314, SP	Granular 'B' (Type II) (600mm Depth)	3,285	t	\$ 30.00	\$ 98,550.00	\$ 30.00	\$ 98,550.00	\$ 27.00	\$ 88,695.00	\$ 27.00	\$ 88,695.00	\$ 32.80	\$ 107,748.00
A.006	510, SP	Removal of Asphalt Pavement (Full Depth)	2,510	m²(P)	\$ 6.00	\$ 15,060.00	\$ 6.00	\$ 15,060.00	\$ 6.00	\$ 15,060.00	\$ 7.00	\$ 17,570.00	\$ 8.84	\$ 22,188.40
A.007	510, SP	Removal of Curb and Gutter	337	m(P)	\$ 25.00	\$ 8,425.00	\$ 15.00	\$ 5,055.00	\$ 21.00	\$ 7,077.00	\$ 15.00	\$ 5,055.00	\$ 8.20	\$ 2,763.40
A.008	353, SP	Curb and Gutter	337	m	\$ 225.00	\$ 75,825.00	\$ 250.00	\$ 84,250.00	\$ 279.00	\$ 94,023.00	\$ 250.00	\$ 84,250.00	\$ 336.94	\$ 113,548.78
A.009	510, SP	Remove Concrete Driveway	72	m²	\$ 25.00	\$ 1,800.00	\$ 30.00	\$ 2,160.00	\$ 45.00	\$ 3,240.00	\$ 25.00	\$ 1,800.00	\$ 46.08	\$ 3,317.76
A.010	510, SP	Remove Concrete Sidewalk	151	m²	\$ 25.00	\$ 3,775.00	\$ 30.00	\$ 4,530.00	\$ 45.00	\$ 6,795.00	\$ 35.00	\$ 5,285.00	\$ 12.81	\$ 1,934.31
A.011	510, SP	Remove Paving Stone Sidewalk	860	m²	\$ 25.00	\$ 21,500.00	\$ 10.00	\$ 8,600.00	\$ 25.00	\$ 21,500.00	\$ 35.00	\$ 30,100.00	\$ 7.71	\$ 6,630.60
A.012	351, SP	Concrete Driveway Aprons	165	m²	\$ 250.00	\$ 41,250.00	\$ 180.00	\$ 29,700.00	\$ 185.00	\$ 30,525.00	\$ 180.00	\$ 29,700.00	\$ 340.07	\$ 56,111.55
A.013	310, SP	Concrete Sidewalk	955	m²	\$ 250.00	\$ 238,750.00	\$ 200.00	\$ 191,000.00	\$ 202.00	\$ 192,910.00	\$ 185.00	\$ 176,675.00	\$ 263.38	\$ 251,527.90
A.014	710	Pavement Markings	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	\$ 21,000.00	\$ 21,000.00	\$ 13,000.00	\$ 13,000.00	\$ 33,694.04	\$ 33,694.04
A.015	510	Removal of Concrete Subbase	200	m3	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 60.00	\$ 12,000.00	\$ 20.00	\$ 4,000.00	\$ 71.02	\$ 14,204.00
Total Section A - Grading					\$	777,785.00		\$ 755,485.00		\$ 757,575.00		\$ 724,360.00		\$ 987,418.64
SECTION B - STORM SEWERS														
B.001	510, SP	Remove Existing Catchbasins and Manholes	6	ea	\$ 1,000.00	\$ 6,000.00	\$ 750.00	\$ 4,500.00	\$ 1,200.00	\$ 7,200.00	\$ 2,500.00	\$ 15,000.00	\$ 2,263.00	\$ 13,578.00
B.002	510, SP	Remove Existing Catchbasin Leads	13	m	\$ 20.00	\$ 260.00	\$ 40.00	\$ 520.00	\$ 35.00	\$ 455.00	\$ 50.00	\$ 650.00	\$ 74.55	\$ 969.15
B.003	510, SP	Remove Existing 750 mm Storm Sewer	93	m	\$ 25.00	\$ 2,325.00	\$ 50.00	\$ 4,650.00	\$ 45.00	\$ 4,185.00	\$ 50.00	\$ 4,650.00	\$ 149.27	\$ 13,882.11
B.004	510, SP	Remove Existing 600 mm Storm Sewer	80	m	\$ 25.00	\$ 2,000.00	\$ 50.00	\$ 4,000.00	\$ 45.00	\$ 3,600.00	\$ 50.00	\$ 4,000.00	\$ 102.37	\$ 8,189.60
B.005	510, SP	Remove Existing 450 mm Storm Sewer	43	m	\$ 25.00	\$ 1,075.00	\$ 40.00	\$ 1,720.00	\$ 40.00	\$ 1,720.00	\$ 50.00	\$ 2,150.00	\$ 314.08	\$ 13,505.44
B.006	510, SP	Remove Existing 300 mm Storm Sewer	7	m	\$ 25.00	\$ 175.00	\$ 40.00	\$ 280.00	\$ 40.00	\$ 280.00	\$ 50.00	\$ 350.00	\$ 829.98	\$ 5,809.86
B.007	510, SP	Reconnect Storm Sewer Various Sizes	6	ea	\$ 1,500.00	\$ 9,000.00	\$ 750.00	\$ 4,500.00	\$ 2,000.00	\$ 12,000.00	\$ 2,500.00	\$ 15,000.00	\$ 2,219.63	\$ 13,317.78
B.008	407, SP	Catchbasins	4	ea	\$ 5,000.00	\$ 20,000.00	\$ 5,200.00	\$ 20,800.00	\$ 4,500.00	\$ 18,000.00	\$ 10,500.00	\$ 42,000.00	\$ 8,384.31	\$ 33,537.24
B.009	407, SP	Storm Manholes	2	ea	\$ 15,000.00	\$ 30,000.00	\$ 12,000.00	\$ 24,000.00	\$ 13,935.00	\$ 27,870.00	\$ 15,000.00	\$ 30,000.00	\$ 16,390.59	\$ 32,781.18
B.010	410	Catchbasin Leads 250 mm (PVC SDR 35)	25	m	\$ 300.00	\$ 7,500.00	\$ 300.00	\$ 7,500.00	\$ 339.00	\$ 8,475.00	\$ 350.00	\$ 8,750.00	\$ 354.64	\$ 8,866.00
B.011	410	750 mm Storm Sewer	93	m	\$ 1,350.00	\$ 125,550.00	\$ 1,000.00	\$ 93,000.00	\$ 905.00	\$ 84,165.00	\$ 1,000.00	\$ 93,000.00	\$ 1,453.55	\$ 135,180.15
B.012	410	600 mm Storm Sewer	80	m	\$ 1,100.00	\$ 88,000.00	\$ 750.00	\$ 60,000.00	\$ 717.00	\$ 57,360.00	\$ 980.00	\$ 78,400.00	\$ 930.78	\$ 74,462.40
B.013	410	450 mm Storm Sewer	43	m	\$ 900.00	\$ 38,700.00	\$ 600.00	\$ 25,800.00	\$ 516.00	\$ 22,188.00	\$ 850.00	\$ 36,550.00	\$ 735.56	\$ 31,629.08
B.014	410	300 mm Storm Sewer	7	m	\$ 450.00	\$ 3,150.00	\$ 450.00	\$ 3,150.00	\$ 405.00	\$ 2,835.00	\$ 570.00	\$ 3,990.00	\$ 730.18	\$ 5,111.26
B.015	405	Subdrain	350	m	\$ 100.00	\$ 35,000.00	\$ 100.00	\$ 35,000.00	\$ 80.00	\$ 28,000.00	\$ 160.00	\$ 56,000.00	\$ 50.41	\$ 17,643.50
Total Section B - Storm Sewers					\$	368,735.00		\$ 289,420.00		\$ 278,333.00		\$ 390,490.00		\$ 408,462.75
SECTION C - WATERMAIN														
C.001	510,441, SP	Remove and Replace Ex. 150 WM w 150 PVC WM	129	m	\$ 750.00	\$ 96,750.00	\$ 575.00	\$ 74,175.00	\$ 505.00	\$ 65,145.00	\$ 870.00	\$ 112,230.00	\$ 672.53	\$ 86,756.37
C.002	441, SP	150 mm Water Valve and Box	2	ea	\$ 5,000.00	\$ 10,000.00	\$ 4,250.00	\$ 8,500.00	\$ 3,920.00	\$ 7,840.00	\$ 4,800.00	\$ 9,600.00	\$ 5,480.96	\$ 10,961.92
C.003	441, SP	150 mm x 150mm x 150mm Tee	1	ea	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,360.00	\$ 3,360.00	\$ 3,500.00	\$ 3,500.00	\$ 1,820.56	\$ 1,820.56
C.004	441, SP	Connect to Existing Watermain	3	ea	\$ 2,000.00	\$ 6,000.00	\$ 3,500.00	\$ 10,500.00	\$ 4,120.00	\$ 12,360.00	\$ 4,500.00	\$ 13,500.00	\$ 3,757.09	\$ 11,271.27
C.005	441, SP	Remove and Replace Hydrant Set	1	ea	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,590.00	\$ 17,590.00	\$ 22,000.00	\$ 22,000.00	\$ 25,789.56	\$ 25,789.56
C.006	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops to Property Line	8	ea	\$ 4,000.00	\$ 32,000.00	\$ 4,000.00	\$ 32,000.00	\$ 6,145.00	\$ 49,160.00	\$ 14,000.00	\$ 112,000.00	\$ 3,635.46	\$ 29,083.68
C.007	441, SP	Temporary Water Service	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00	\$ 25,000.00	\$ 25,000.00	\$ 46,345.31	\$ 46,345.31
Total Section C - Watermain					\$	176,750.00		\$ 152,175.00		\$ 172,955.00		\$ 297,830.00		\$ 212,028.67
SECTION D - SANITARY														
D.001	510, SP	Remove Existing Sanitary Sewer	126	m	\$ 50.00	\$ 6,300.00	\$ 50.00	\$ 6,300.00	\$ 40.00	\$ 5,040.00	\$ 50.00	\$ 6,300.00	\$ 254.74	\$ 32,097.24
D.002	410, SP	500 mm PVC SDR Sanitary Sewer	15	m	\$ 1,500.00	\$ 22,500.00	\$ 1,750.00	\$ 26,250.00	\$ 2,130.00	\$ 31,950.00	\$ 955.00	\$ 14,325.00	\$ 1,206.96	\$ 18,104.40
D.002	410, SP	450 mm PVC SDR Sanitary Sewer	98	m	\$ 1,000.00	\$ 98,000.00	\$ 800.00	\$ 78,400.00	\$ 880.00	\$ 86,240.00	\$ 850.00	\$ 83,300.00	\$ 970.81	\$ 95,139.38
D.002	410, SP	375 mm PVC SDR Sanitary Sewer	13	m	\$ 900.00	\$ 11,700.00	\$ 770.00	\$ 10,010.00	\$ 2,060.00	\$ 26,780.00	\$ 800.00	\$ 10,400.00	\$ 933.03	\$ 12,129.39
D.003	410, SP	Remove and Replace Existing 150 mm Sanitary Services	14	ea	\$ 3,000.00	\$ 42,000.00	\$ 3,500.00	\$ 49,000.00	\$ 6,500.00	\$ 91,000.00	\$ 10,500.00	\$ 147,000.00	\$ 4,207.16	\$ 58,900.24
D.004	407, SP	Sanitary Manholes	1	ea	\$ 15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,200.00	\$ 17,200.00	\$ 20,000.00	\$ 20,000.00	\$ 22,613.67	\$ 22,613.67
D.005	410, SP	Temporary Sewer Service	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 18,500.00	\$ 18,500.00	\$ 20,000.00	\$ 20,000.00	\$ 87,090.74	\$ 87,090.74
D.006	409, SP	CCTV Inspection of Sanitary Sewer Mainline	126	m	\$ 25.00	\$ 3,150.00	\$ 25.00	\$ 3,150.00	\$ 45.00	\$ 5,670.00	\$ 50.00	\$ 6,300.00	\$ 73.54	\$ 9,266.04
D.007	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	126	m	\$ 20.00	\$ 2,520.00	\$ 16.00	\$ 2,016.00	\$ 60.00	\$ 7,560.00	\$ 70.00	\$ 8,820.00	\$ 16.71	\$ 2,105.46
Total Section D - Sanitary					\$	211,170.00		\$ 194,626.00		\$ 289,940.00		\$ 316,445.00		\$

PART 3 - GENERAL ITEMS														
G.001	SP	Bonds & Insurance	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00	\$ 23,000.00	\$ 23,000.00	\$ 80,000.00	\$ 80,000.00	\$ 40,448.54	\$ 40,448.54
G.002	SP	Mobilization & Demobilization	1	LS	\$ 125,000.00	\$ 125,000.00	\$ 80,000.00	\$ 80,000.00	\$ 115,500.00	\$ 115,500.00	\$ 95,000.00	\$ 95,000.00	\$ 16,847.02	\$ 16,847.02
*G.003	SP	Styrofoam Insulation (50mm)	120	m2	\$ 50.00	\$ 6,000.00	\$ 40.00	\$ 4,800.00	\$ 104.00	\$ 12,480.00	\$ 70.00	\$ 8,400.00	\$ 32.43	\$ 3,891.60
*G.004	Section 01000	Consultant Site Office	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,200.00	\$ 5,200.00	\$ 3,500.00	\$ 3,500.00	\$ 7,581.16	\$ 7,581.16
G.005	SP	Contingency Allowance	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
PART 3 - GENERAL ITEMS						\$ 431,000.00		\$ 269,800.00		\$ 306,180.00		\$ 336,900.00		\$ 218,768.32
SUMMARY OF TENDER PRICES														
PART 1 - Mowat Avenue Reconstruction						\$ 1,534,440.00		\$ 1,391,706.00		\$ 1,498,803.00		\$ 1,729,125.00		\$ 1,945,356.62
PART 2 - Miscellaneous Waterworks						\$ 228,000.00		\$ 196,000.00		\$ 238,700.00		\$ 216,000.00		\$ 262,667.96
PART 3 - General Items						\$ 431,000.00		\$ 269,800.00		\$ 306,180.00		\$ 336,900.00		\$ 218,768.32
SUB-TOTAL						\$ 2,193,440.00		\$ 1,857,506.00		\$ 2,043,683.00		\$ 2,282,025.00		\$ 2,426,792.90
13% HST						\$ 285,147.20		\$ 241,475.78		\$ 265,678.79		\$ 296,663.25		\$ 315,483.08
TOTAL TENDER PRICE						\$ 2,478,587.20		\$ 2,098,981.78		\$ 2,309,361.79		\$ 2,578,688.25		\$ 2,742,275.98

1.8 SCHEDULE OF TENDER PRICES

A. For those Tender Items identified by the notation (P) in the “Unit” column, measurement is by Plan Quantity. Tender items not identified by the notation (P) actual measurement for payment will be made in the stipulated Unit or Lump Sum as specified in the contract.							Tom Veert Contracting		George Armstrong Company		Makkinga Contracting		Bay City Contractors	
ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE
PART 1 - MOWAT AVENUE (From Sta 1+000 To Sta 1+200) - DWG A1-364258-P16														
SECTION A - GRADING														
A.001	206, SP	Earth Excavation (Grading)	1,705	m³(P)	\$ 20.00	\$ 34,100.00	\$ 17.70	\$ 30,178.50	\$ 15.00	\$ 25,575.00	\$ 15.00	\$ 25,575.00	\$ 21.00	\$ 35,805.00
A.002	310, SP	Hot Mix HL4 Asphalt (Binder Course 60mm)	360	t	\$ 265.00	\$ 95,400.00	\$ 448.22	\$ 161,359.20	\$ 306.00	\$ 110,160.00	\$ 317.00	\$ 114,120.00	\$ 305.00	\$ 109,800.00
A.003	310, SP	Hot Mix HL4 Asphalt (Surface Course 60mm)	360	t	\$ 255.00	\$ 91,800.00	\$ 412.04	\$ 148,334.40	\$ 282.00	\$ 101,520.00	\$ 281.00	\$ 101,160.00	\$ 300.00	\$ 108,000.00
A.004	314, SP	Granular 'A' (150mm Depth)	885	t	\$ 30.00	\$ 26,550.00	\$ 38.28	\$ 33,877.80	\$ 35.00	\$ 30,975.00	\$ 27.00	\$ 23,895.00	\$ 35.00	\$ 30,975.00
A.005	314, SP	Granular 'B' (Type II) (600mm Depth)	3,285	t	\$ 30.00	\$ 98,550.00	\$ 32.80	\$ 107,748.00	\$ 27.00	\$ 88,695.00	\$ 27.00	\$ 88,695.00	\$ 30.00	\$ 98,550.00
A.006	510, SP	Removal of Asphalt Pavement (Full Depth)	2,510	m²(P)	\$ 6.00	\$ 15,060.00	\$ 8.84	\$ 22,188.40	\$ 7.00	\$ 17,570.00	\$ 6.00	\$ 15,060.00	\$ 6.00	\$ 15,060.00
A.007	510, SP	Removal of Curb and Gutter	337	m(P)	\$ 25.00	\$ 8,425.00	\$ 8.20	\$ 2,763.40	\$ 15.00	\$ 5,055.00	\$ 21.00	\$ 7,077.00	\$ 15.00	\$ 5,055.00
A.008	353, SP	Curb and Gutter	337	m	\$ 225.00	\$ 75,825.00	\$ 336.94	\$ 113,548.78	\$ 250.00	\$ 84,250.00	\$ 279.00	\$ 94,023.00	\$ 250.00	\$ 84,250.00
A.009	510, SP	Remove Concrete Driveway	72	m²	\$ 25.00	\$ 1,800.00	\$ 46.08	\$ 3,317.76	\$ 25.00	\$ 1,800.00	\$ 45.00	\$ 3,240.00	\$ 30.00	\$ 2,160.00
A.010	510, SP	Remove Concrete Sidewalk	151	m²	\$ 25.00	\$ 3,775.00	\$ 12.81	\$ 1,934.31	\$ 35.00	\$ 5,285.00	\$ 45.00	\$ 6,795.00	\$ 30.00	\$ 4,530.00
A.011	510, SP	Remove Paving Stone Sidewalk	860	m²	\$ 25.00	\$ 21,500.00	\$ 7.71	\$ 6,630.60	\$ 35.00	\$ 30,100.00	\$ 25.00	\$ 21,500.00	\$ 10.00	\$ 8,600.00
A.012	351, SP	Concrete Driveway Aprons	165	m²	\$ 250.00	\$ 41,250.00	\$ 340.07	\$ 56,111.55	\$ 180.00	\$ 29,700.00	\$ 185.00	\$ 30,525.00	\$ 180.00	\$ 29,700.00
A.013	310, SP	Concrete Sidewalk	955	m²	\$ 250.00	\$ 238,750.00	\$ 263.38	\$ 251,527.90	\$ 185.00	\$ 176,675.00	\$ 202.00	\$ 192,910.00	\$ 200.00	\$ 191,000.00
A.014	710	Pavement Markings	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 33,694.04	\$ 33,694.04	\$ 13,000.00	\$ 13,000.00	\$ 21,000.00	\$ 21,000.00	\$ 22,000.00	\$ 22,000.00
A.015	510	Removal of Concrete Subbase	200	m³			\$ 71.02	\$ 14,204.00	\$ 20.00	\$ 4,000.00	\$ 60.00	\$ 12,000.00	\$ 50.00	\$ 10,000.00
Part 1 - Total Section A - Grading						\$ 767,785.00		\$ 987,418.64		\$ 724,360.00		\$ 757,575.00		\$ 755,485.00
SECTION B - STORM SEWERS														
B.001	510, SP	Remove Existing Catchbasins and Manholes	6	ea	\$ 1,000.00	\$ 6,000.00	\$ 2,263.00	\$ 13,578.00	\$ 2,500.00	\$ 15,000.00	\$ 1,200.00	\$ 7,200.00	\$ 750.00	\$ 4,500.00
B.002	510, SP	Remove Existing Catchbasin Leads	13	m	\$ 20.00	\$ 260.00	\$ 74.55	\$ 969.15	\$ 50.00	\$ 650.00	\$ 35.00	\$ 455.00	\$ 40.00	\$ 520.00
B.003	510, SP	Remove Existing 750 mm Storm Sewer	93	m	\$ 25.00	\$ 2,325.00	\$ 149.27	\$ 13,882.11	\$ 50.00	\$ 4,650.00	\$ 45.00	\$ 4,185.00	\$ 50.00	\$ 4,650.00
B.004	510, SP	Remove Existing 600 mm Storm Sewer	80	m	\$ 25.00	\$ 2,000.00	\$ 102.37	\$ 8,189.60	\$ 50.00	\$ 4,000.00	\$ 45.00	\$ 3,600.00	\$ 50.00	\$ 4,000.00
B.005	510, SP	Remove Existing 450 mm Storm Sewer	43	m	\$ 25.00	\$ 1,075.00	\$ 314.08	\$ 13,505.44	\$ 50.00	\$ 2,150.00	\$ 40.00	\$ 1,720.00	\$ 40.00	\$ 1,720.00
B.006	510, SP	Remove Existing 300 mm Storm Sewer	7	m	\$ 25.00	\$ 175.00	\$ 829.98	\$ 5,809.86	\$ 50.00	\$ 350.00	\$ 40.00	\$ 280.00	\$ 40.00	\$ 280.00
B.007	510, SP	Reconnect Storm Sewer Various Sizes	6	ea	\$ 1,500.00	\$ 9,000.00	\$ 2,219.63	\$ 13,317.78	\$ 2,500.00	\$ 15,000.00	\$ 2,000.00	\$ 12,000.00	\$ 750.00	\$ 4,500.00
B.008	407, SP	Catchbasins	4	ea	\$ 5,000.00	\$ 20,000.00	\$ 8,384.31	\$ 33,537.24	\$ 10,500.00	\$ 42,000.00	\$ 4,500.00	\$ 18,000.00	\$ 5,200.00	\$ 20,800.00
B.009	407, SP	Storm Manholes	2	ea	\$ 15,000.00	\$ 30,000.00	\$ 16,390.59	\$ 32,781.18	\$ 15,000.00	\$ 30,000.00	\$ 13,935.00	\$ 27,870.00	\$ 12,000.00	\$ 24,000.00
B.010	410	Catchbasin Leads 250 mm (PVC SDR 35)	25	m	\$ 300.00	\$ 7,500.00	\$ 354.64	\$ 8,866.00	\$ 350.00	\$ 8,750.00	\$ 339.00	\$ 8,475.00	\$ 300.00	\$ 7,500.00
B.011	410	750 mm Storm Sewer	93	m	\$ 1,350.00	\$ 125,550.00	\$ 1,453.55	\$ 135,180.15	\$ 1,000.00	\$ 93,000.00	\$ 905.00	\$ 84,165.00	\$ 1,000.00	\$ 93,000.00
B.012	410	600 mm Storm Sewer	80	m	\$ 1,100.00	\$ 88,000.00	\$ 930.78	\$ 74,462.40	\$ 980.00	\$ 78,400.00	\$ 717.00	\$ 57,360.00	\$ 750.00	\$ 60,000.00
B.013	410	450 mm Storm Sewer	43	m	\$ 900.00	\$ 38,700.00	\$ 735.56	\$ 31,629.08	\$ 850.00	\$ 36,550.00	\$ 516.00	\$ 22,188.00	\$ 600.00	\$ 25,800.00
B.014	410	300 mm Storm Sewer	7	m	\$ 450.00	\$ 3,150.00	\$ 730.18	\$ 5,111.26	\$ 570.00	\$ 3,990.00	\$ 405.00	\$ 2,835.00	\$ 450.00	\$ 3,150.00
B.015	405	Subdrain	350	m			\$ 50.41	\$ 17,643.50	\$ 160.00	\$ 56,000.00	\$ 80.00	\$ 28,000.00	\$ 100.00	\$ 35,000.00
Part 1 - Total Section B - Storm Sewers						\$ 333,735.00		\$ 408,462.75		\$ 390,490.00		\$ 278,333.00		\$ 289,420.00

A. For those Tender Items identified by the notation (P) in the “Unit” column, measurement is by Plan Quantity. Tender items not identified by the notation (P) actual measurement for payment will be made in the stipulated Unit or Lump Sum as specified in the contract.

							Tom Veert Contracting		George Armstrong Company		Makkinga Contracting		Bay City Contractors	
ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE
SECTION C - WATERMAIN														
C.001	510,441, SP	Remove and Replace Ex. 150 WM w 150 PVC WM	129	m	\$ 750.00	\$ 96,750.00	\$ 672.53	\$ 86,756.37	\$ 870.00	\$ 112,230.00	\$ 505.00	\$ 65,145.00	\$ 575.00	\$ 74,175.00
C.002	441, SP	150 mm Water Valve and Box	2	ea	\$ 5,000.00	\$ 10,000.00	\$ 5,480.96	\$ 10,961.92	\$ 4,800.00	\$ 9,600.00	\$ 3,920.00	\$ 7,840.00	\$ 4,250.00	\$ 8,500.00
C.003	441, SP	150 mm x 150mm x 150mm Tee	1	ea	\$ 2,000.00	\$ 2,000.00	\$ 1,820.56	\$ 1,820.56	\$ 3,500.00	\$ 3,500.00	\$ 3,360.00	\$ 3,360.00	\$ 2,000.00	\$ 2,000.00
C.004	441, SP	Connect to Existing Watermain	3	ea	\$ 2,000.00	\$ 6,000.00	\$ 3,757.09	\$ 11,271.27	\$ 4,500.00	\$ 13,500.00	\$ 4,120.00	\$ 12,360.00	\$ 3,500.00	\$ 10,500.00
C.005	441, SP	Remove and Replace Hydrant Set	1	ea	\$ 20,000.00	\$ 20,000.00	\$ 25,789.56	\$ 25,789.56	\$ 22,000.00	\$ 22,000.00	\$ 17,590.00	\$ 17,590.00	\$ 15,000.00	\$ 15,000.00
C.006	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops to Property Line	8	ea	\$ 4,000.00	\$ 32,000.00	\$ 3,635.46	\$ 29,083.68	\$ 14,000.00	\$ 112,000.00	\$ 6,145.00	\$ 49,160.00	\$ 4,000.00	\$ 32,000.00
C.007	441, SP	Temporary Water Service	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 46,345.31	\$ 46,345.31	\$ 25,000.00	\$ 25,000.00	\$ 17,500.00	\$ 17,500.00	\$ 10,000.00	\$ 10,000.00
Part 1 - Total Section C - Watermain						\$ 176,750.00		\$ 212,028.67		\$ 297,830.00		\$ 172,955.00		\$ 152,175.00
SECTION D - Sanitary														
D.001	510, SP	Remove Existing Sanitary Sewer	126	m	\$ 50.00	\$ 6,300.00	\$ 254.74	\$ 32,097.24	\$ 50.00	\$ 6,300.00	\$ 40.00	\$ 5,040.00	\$ 50.00	\$ 6,300.00
D.002	410, SP	500 mm PVC SDR Sanitary Sewer	15	m	\$ 1,500.00	\$ 22,500.00	\$ 1,206.96	\$ 18,104.40	\$ 955.00	\$ 14,325.00	\$ 2,130.00	\$ 31,950.00	\$ 1,750.00	\$ 26,250.00
D.002	410, SP	450 mm PVC SDR Sanitary Sewer	98	m	\$ 1,000.00	\$ 98,000.00	\$ 970.81	\$ 95,139.38	\$ 850.00	\$ 83,300.00	\$ 880.00	\$ 86,240.00	\$ 800.00	\$ 78,400.00
D.002	410, SP	375 mm PVC SDR Sanitary Sewer	13	m	\$ 900.00	\$ 11,700.00	\$ 933.03	\$ 12,129.39	\$ 800.00	\$ 10,400.00	\$ 2,060.00	\$ 26,780.00	\$ 770.00	\$ 10,010.00
D.003	410, SP	Remove and Replace Existing 150 mm Sanitary Services	14	ea	\$ 3,000.00	\$ 42,000.00	\$ 4,207.16	\$ 58,900.24	\$ 10,500.00	\$ 147,000.00	\$ 6,500.00	\$ 91,000.00	\$ 3,500.00	\$ 49,000.00
D.004	407, SP	Sanitary Manholes	1	ea	\$ 15,000.00	\$ 15,000.00	\$ 22,613.67	\$ 22,613.67	\$ 20,000.00	\$ 20,000.00	\$ 17,200.00	\$ 17,200.00	\$ 17,000.00	\$ 17,000.00
D.005	410, SP	Temporary Sewer Service	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 87,090.74	\$ 87,090.74	\$ 20,000.00	\$ 20,000.00	\$ 18,500.00	\$ 18,500.00	\$ 2,500.00	\$ 2,500.00
D.006	409, SP	CCTV Inspection of Sanitary Sewer Mainline	126	m	\$ 25.00	\$ 3,150.00	\$ 73.54	\$ 9,266.04	\$ 50.00	\$ 6,300.00	\$ 45.00	\$ 5,670.00	\$ 25.00	\$ 3,150.00
D.007	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	126	m	\$ 20.00	\$ 2,520.00	\$ 16.71	\$ 2,105.46	\$ 70.00	\$ 8,820.00	\$ 60.00	\$ 7,560.00	\$ 16.00	\$ 2,016.00
Part 1 - Total Section D - Sanitary						\$ 211,170.00		\$ 337,446.56		\$ 316,445.00		\$ 289,940.00		\$ 194,626.00
PART 1 - TOTAL MOWAT AVENUE						\$ 1,489,440.00		\$ 1,945,356.62		\$ 1,729,125.00		\$ 1,498,803.00		\$ 1,391,706.00
PART 2 - MISCELLANEOUS WATERWORKS (DWG-A1-364258-SK1)														
SECTION A														
A.001	441, SP	Remove and Replace Hydrant Set	6	ea	\$ 25,000.00	\$ 150,000.00	\$ 25,204.09	\$ 151,224.54	\$ 20,000.00	\$ 120,000.00	\$ 22,250.00	\$ 133,500.00	\$ 20,000.00	\$ 120,000.00
A.002	441, SP	Remove and Replace 150mm Valve and Box	4	ea	\$ 12,000.00	\$ 48,000.00	\$ 16,594.74	\$ 66,378.96	\$ 14,000.00	\$ 56,000.00	\$ 14,850.00	\$ 59,400.00	\$ 10,000.00	\$ 40,000.00
A.003	441, SP	Remove and Replace 300mm Valve and Box	2	ea	\$ 15,000.00	\$ 30,000.00	\$ 22,532.23	\$ 45,064.46	\$ 20,000.00	\$ 40,000.00	\$ 22,900.00	\$ 45,800.00	\$ 18,000.00	\$ 36,000.00
Part 2 - Total Section A						\$ 228,000.00		\$ 262,667.96		\$ 216,000.00		\$ 238,700.00		\$ 196,000.00
PART 2 - TOTAL MISCELLANEOUS WATERWORKS						\$ 228,000.00		\$ 262,667.96		\$ 216,000.00		\$ 238,700.00		\$ 196,000.00
PART 3 - GENERAL ITEMS														
G.001	SP	Bonds & Insurance	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 40,448.54	\$ 40,448.54	\$ 80,000.00	\$ 80,000.00	\$ 23,000.00	\$ 23,000.00	\$ 30,000.00	\$ 30,000.00
G.002	SP	Mobilization & Demobilization	1	LS	\$ 125,000.00	\$ 125,000.00	\$ 16,847.02	\$ 16,847.02	\$ 95,000.00	\$ 95,000.00	\$ 115,500.00	\$ 115,500.00	\$ 80,000.00	\$ 80,000.00
*G.003	SP	Styrofoam Insulation (50mm)	120	m2	\$ 50.00	\$ 6,000.00	\$ 32.43	\$ 3,891.60	\$ 70.00	\$ 8,400.00	\$ 104.00	\$ 12,480.00	\$ 40.00	\$ 4,800.00
*G.004	Section 01000	Consultant Site Office	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 7,581.16	\$ 7,581.16	\$ 3,500.00	\$ 3,500.00	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00
G.005	SP	Contingency Allowance	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
PART 3 - TOTAL GENERAL						\$ 431,000.00		\$ 218,768.32		\$ 336,900.00		\$ 306,180.00		\$ 269,800.00

A. For those Tender Items identified by the notation (P) in the “Unit” column, measurement is by Plan Quantity. Tender items not identified by the notation (P) actual measurement for payment will be made in the stipulated Unit or Lump Sum as specified in the contract.

							Tom Veert Contracting		George Armstrong Company		Makkinga Contracting		Bay City Contractors	
ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE	UNIT BID PRICE	TOTAL BID PRICE
SUMMARY OF TENDER PRICES														
Part 1 - Mowat Avenue Reconstruction						\$ 1,489,440.00	\$ 1,945,356.62		\$ 1,729,125.00		\$ 1,498,803.00		\$ 1,391,706.00	
Part 2 - Miscellaneous Waterworks						\$ 228,000.00	\$ 262,667.96		\$ 216,000.00		\$ 238,700.00		\$ 196,000.00	
Part 3 - General Items						\$ 431,000.00	\$ 218,768.32		\$ 336,900.00		\$ 306,180.00		\$ 269,800.00	
SUB-TOTAL TENDER PRICE						\$ 2,148,440.00	\$ 2,426,792.90		\$ 2,282,025.00		\$ 2,043,683.00		\$ 1,857,506.00	
13% HST						\$ 279,297.20	\$ 315,483.08		\$ 296,663.25		\$ 265,678.79		\$ 241,475.78	
TOTAL TENDER PRICE						\$ 2,427,737.20	\$ 2,742,275.98		\$ 2,578,688.25		\$ 2,309,361.79		\$ 2,098,981.78	

* Provisional Tender Items - Tender Items identified as Provisional may be deleted prior to/after Contract Award without affecting any other Tender Item prices, and without penalty or recourse.

Spreadsheet 2 - Council Summary

	Description	Bay City Low Bid	Portion of General*	Engineering (10%)	Total + Town's portion HST	Grant Funds (FGT)	Grant Funds (OCIF)	NORDS Fund	Town's Portion Costs	2021 Capital Budget	Town %	Grant %
Mowat Avenue	Grading	\$755,485.00	\$115,768.10	\$87,125.31	\$975,245.87	\$643,500.00	\$0.00	\$300,000.00	\$31,745.87	\$100,635.00	3%	97%
	Storm Sewer	\$289,420.00	\$53,567.40	\$34,298.74	\$383,926.37	\$300,000.00	\$0.00	\$76,627.90	\$7,298.47	\$86,000.00	2%	98%
	Watermain	\$152,175.00	\$28,165.36	\$18,034.04	\$201,865.79	\$100,000.00	\$101,865.79		\$0.00	\$45,637.00	0%	100%
	Sanitary	\$194,626.00	\$36,022.42	\$23,064.84	\$258,178.61	\$100,000.00	\$158,178.61		\$0.00	\$77,913.00	0%	100%
	Subtotal	\$1,391,706.00	\$233,523.27	\$162,522.93	\$1,819,216.64	\$1,143,500.00	\$260,044.40	\$376,627.90	\$39,044.34	\$310,185.00		
						Funding By Others						
Misc Works	Misc Water Works	\$196,000.00	\$36,276.73	\$23,227.67	\$260,001.28	\$0.00			\$260,001.28	\$100,000.00	100%	0%
	Subtotal	\$196,000.00	\$36,276.73	\$23,227.67	\$260,001.28	\$0.00			\$260,001.28	\$100,000.00		
		\$1,587,706.00	\$269,800.00	\$185,750.60	\$2,079,217.92	\$1,143,500.00	\$260,044.40	\$376,627.90	\$299,045.62	\$410,185.00		

2022 PROGRAM
* General includes bonds, insurance, mob/demob and \$150,000.00 contingency allowance.

2021 Annual Report

Fort Frances

Wastewater Treatment Plant

Prepared by the Ontario Clean Water Agency



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
2021 Annual Report**

Introduction

In accordance with the Amended Environmental Compliance Approval Number 6786-A44PWG section 10(5), the Town of Fort Frances Wastewater Treatment Plant is required to prepare an annual performance report. The 2021 annual performance report summarizes important information regarding the treatment quality of the effluent wastewater, analytical test results, relevant activities and maintenance operations of the Works.

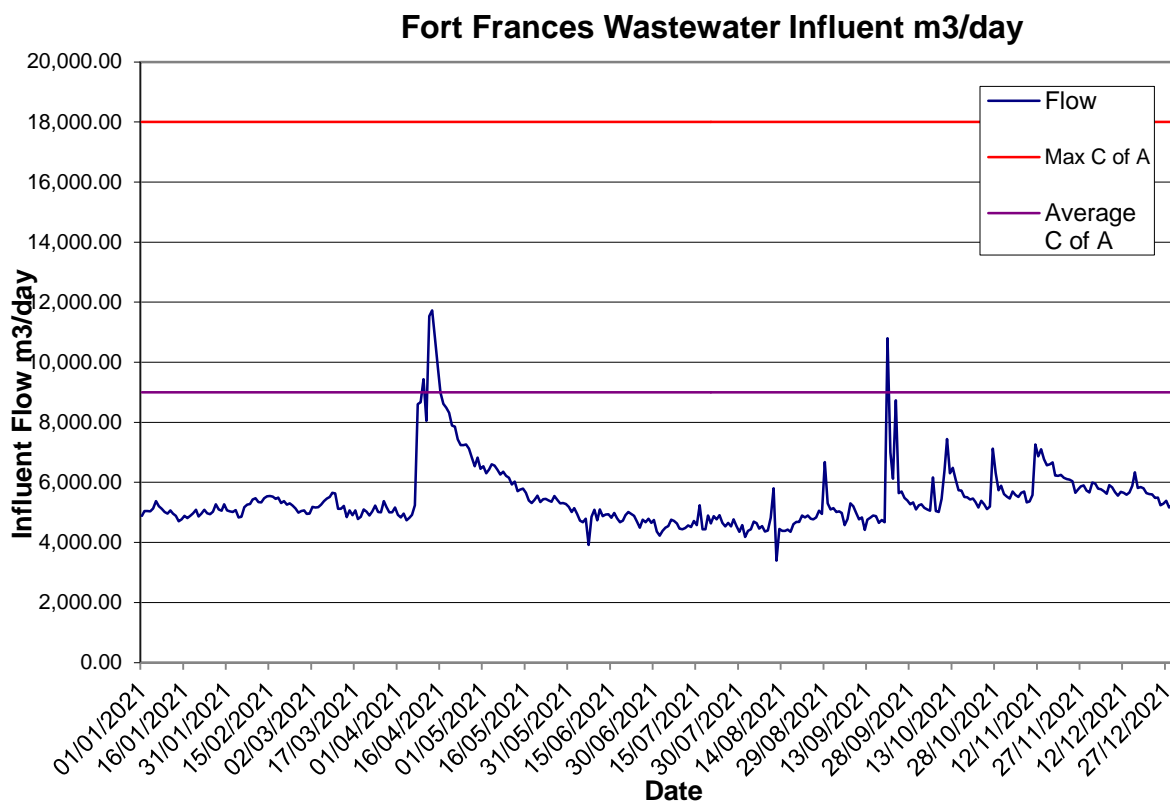
Description of the Works

Capacity of Works	9000 m ³ /day (average flow) Peak 18000 m ³ /day
Service Area	Town of Fort Frances and Couchiching Reserve
Service Population	9000
Effluent Receiver	Rainy River
Major Process	Secondary treatment facility complete with a phosphorus removal system; ultra violet disinfection; aerobic sludge stabilization and dewatering

1. Summary and Comprehensive Interpretation of Data

Flow Summary	2017	2018	2019	2020	2021	5-yr avg.
Avg. Day m ³ /day	6476	5988	7860	5967	5468	6352
Design m ³ /day	9000	9000	9000	9000	9000	9000
Utilization (Avg. Day/ Design)	72%	67%	87%	66%	61%	71 %
Max Day m ³ /day	12238	13977	18190	12162	11729	13659
Max Day Factor	1.9	2.3	2.3	2.0	2.1	2.1

The daily flow of influent into the Fort Frances Wastewater treatment plant is presented in the following graph.



The peak flow occurred on April 13 2021. The peak flow through the treatment plant was 11729 m³/day. The flow through the plant exceeded the design flow of 9000 m³/day on 5 days in April and one day in September.

The daily analytical and process data for the plant is attached as the Monthly Operations Summary. This data is summarized in the Annual Summary also attached to the report.

In the following table the Carbonaceous Biochemical Oxygen Demand, Suspended Solids and Total Phosphorus are compared to the Certificate of Approval effluent concentrations and loadings as specified in section 7.

Month	CBOD5		Suspended Solids		Total Phosphorus		E. Coli	pH	
	Avg. Eff.	Avg. Load	Avg.Eff.	Avg. Load	Avg. Eff.	Avg. Load	Geo Mean	Monthly	Monthly
	CBOD	CBOD	S.S	S.S	T.P	T.P	Counts	Minimum	Maximum
	(mg/L)	(kg/day)	(mg/L)	(kg/day)	(mg/L)	(kg/day)	/100ml		
January	2.2	11.1	2.5	12.7	0.08	0.33	10.0	6.6	7.0
February	2.7	14.3	3.0	15.9	0.08	0.41	10.0	6.6	7.1
March	3.4	17.6	3.6	18.5	0.08	0.40	12.5	7.0	7.4
April	2.5	20.0	5.0	40.5	0.08	0.63	17.8	7.1	7.5
May	2.3	13.3	4.0	23.5	0.11	0.61	22.2	7.2	7.4
June	2.3	10.7	4.3	20.8	0.12	0.57	55.7	7.2	7.4
July	2.0	9.3	2.5	11.5	0.06	0.27	18.1	7.1	7.5
August	2.5	11.7	3.5	16.7	0.16	0.78	17.2	7.0	7.4
September	2.1	14.5	2.6	14.1	0.12	0.66	129.1	7.3	7.6
October	2.0	11.1	2.8	15.8	0.16	0.90	11.9	7.3	7.6
November	2.4	14.3	2.4	14.5	0.11	0.65	23.7	7.3	7.6
December	2.6	11.7	2.6	14.5	0.12	0.69	30.3	7.2	7.5
Average	2.4	13.3	3.2	18.3	0.11	0.58	29.9	7.1	7.4
Max (Min)	3.4	20.0	5.0	40.5	0.16	0.90	129.1	(6.6)	7.6
C of A Limit	<25	<225	<25	<225	<1	<9	<200	>6.0	<9.5
C of A Obj.	<15		<15		<0.9		<150		

The Certificate of Approval Limits for CBOD5 and suspended solids are 25 mg/l with an objective target of 15 mg/l and loading limits of less than 225 kg/day. The levels for total phosphorus are less than 1 mg/l and a loading limit of 9 kg/day. In the reporting year 2021, CBOD₅, suspended solids and total phosphorus concentration limits and loading limits met both the Certificate of Approval limits and the objectives.

The Certificate of Approval states the pH of the effluent shall be maintained between 6.0 and 9.5, inclusive, at all times. The pH during this period was a high of 7.6 and a low of 6.6. The pH met the requirements of the Certificate of Approval in 2021.

The Certificate of Approval also requires the E-coli results to be less than 200 organisms per 100 ml and an objective of less than 150 organisms per 100 ml as a monthly geometric mean density. The effluent met the objective and limit targets with a maximum monthly geometric mean density of 129.1 organisms per 100 ml.

2. Effluent Quality Assurance or Control Measures

The effluent sample is a 24 hour composite sampled downstream of the UV disinfection system. The influent and effluent samplers are set to collect samples at a frequency of at the least one sample per hour interval.

The operators send weekly influent and effluent samples to ALS Laboratories in Thunder Bay. The effluent samples are analyzed for carbonaceous biochemical oxygen demand, total phosphorus, ammonia, total nitrogen, and nitrates. E-coli are sampled from the effluent only. The influent samples are tested for biochemical oxygen demand, total Kjeldahl nitrogen and total phosphorus. The digester contents are analyzed on an annual basis.

Suspended solids are sampled and tested in house on both influent and effluent and total phosphorus is tested on the effluent. The plant operators perform in-house laboratory testing for several other process parameters to monitor plant performance.

3. Maintenance

The operators performed required routine maintenance through the 2021 period. Additional maintenance activities conducted during the year are as follows:

Treatment Plant:

- Removed ice and frost from Milltronics sensor area in manhole 8
- Replaced portable heater in digester doghouse
- Installed new UV sensors banks 1 and 2
- Repaired floor drain under sludge bin
- Replaced check valve on blower 2
- Replaced shear pin longitudinal collector 2
- Drained and inspected both clarifiers. Removed one link each side of longitudinal chain in each clarifier
- Replaced shear pin longitudinal collector

Pump Stations:

- Replaced Central Avenue lift station pump 1 seal water assembly with new style
- Replaced Central Avenue lift station pumps 2 and 3 seal water assemblies with new style
- Reset the PLC and Milltronics controller at Church Street lift station
- Replaced the White Pine genset battery
- Checked all wiring connections Milltronics controller at Church Street lift station
- Replaced genset batteries for Central Avenue lift station
- Replaced drywell sump pump at Fifth Street lift station

- Peterbilt replaced the block heater on the Central Avenue genset
- Peterbilt replaced the turbocharger on the Fifth Street genset
- Replaced a PLC card at White Pine lift station
- Replaced the low level float switch at White Pine lift station
- Peterbilt replaced the radiator on White Pine lift station genset
- Peterbilt purged air from the fuel line on the Fifth Street genset

4. Operational issues

The Town of Fort Frances has accepted sewage from the New Gold mine site into the collection system in past years. The operators of the wastewater plant are not aware of any deposits of sewage from New Gold in 2021.

A new ECA was received from the MOE on January 6 2016 allowing for the installation of the new sludge dewatering equipment. The new equipment began processing sludge on September 19 2016.

Optimization of the sludge dewatering process using the new equipment has continued. A Fournier press technician recommended a water heater be installed for polymer dilution water and that the sludge be tested in colder weather for SVI and filaments that could potentially impede drainage. The on-demand water heater was installed in January 2019. Ongoing pumping issues with the LMI polymer pumps made it necessary to delay trials of alternate polymer samples. A new progressive cavity polymer pump was installed in May 2019 and totes of polymer replaced the drums. Jar testing of various polymers and dosages were conducted in 2021 to confirm the optimum operation of the system.

The town has started the installation of a back-up generator for the sewage plant. The generator is sized to provide power to continue the operation of the process and disinfection equipment during power outage situations. The installation is anticipated to be completed in 2022.

Blower 3 failed December 24th 2020 and blower 2 has been running on hand since. A replacement was ordered and installed in January 2021. Grit pump 2 developed a leak in the casing and requires replacement or repair.

There was one bypass event in the reporting period which was during a scheduled power outage that lasted 3.6 hours and measured 610 m³. Wastewater flowed through the plant by gravity during the outage. The UV disinfection equipment was also not operational during this time. The generator installation is anticipated to eliminate these bypass events due to power outages.

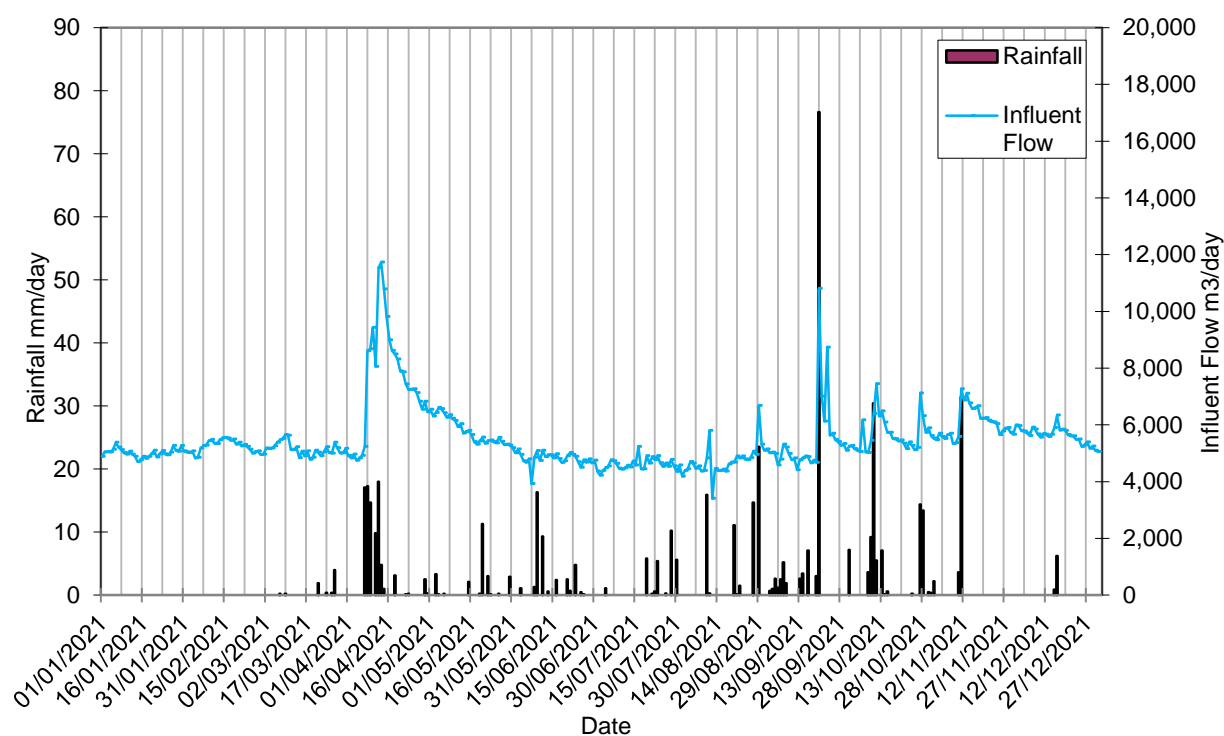
There was no community complaints received during the period of this report.

A graph of the influent flows and rainfall as recorded at the Fort Frances Airport sourced from Environment Canada is included illustrating several rainfall events closely correlating to influent flow spikes. There were a number of rainfall data gaps in the Environment Canada database; these were supplemented by data from the International Falls Airport when available. The highest rainfall event occurred on September 20 with a recorded rainfall amount of 76.6 mm. The flow at the sewage plant was 10804 m³ on that date. The peak flow of 11729 m³ was

recorded on April 13 2021 with a rainfall of 4.8 mm. The peak flow was after several days of rainfall and the associated snow melt. The rainfall, during any flow event in the town, may have been higher than the recorded value as the weather station at the airport is located outside of the town.

The flow to the treatment plant was above the rated capacity of 9000 m³/day for 6 days in 2021. The flow was over the rated capacity for 5 days of April, and one day in September. The highest flow was April 13 with 11729 m³. The April flows were associated with the snow melt and moderate rainfall. The September flow was a one day rainfall event.

Rainfall vs influent Flow 2021



5. Sludge Generation and Disposal

A new Fournier Rotary Press was installed and in operation as of September 19 2016 decreasing the water content of the sludge for disposal at the landfill. The rotary press operated for 1471.5 hours in 2021.

Sludge Volume Hauled in 2021

Month	Total Volume(m3)
January	134.4
February	116.6
March	145.6
April	125.7
May	118.3
June	126.4
July	128.3
August	132.9
September	130.4
October	111.9
November	98.2
December	119.3
Total	1488

There was 1488 m³ of sludge generated and hauled in 2021 with an average of 124 m³ per month. The sludge analytical sample results for 2021 are appended to this report.

The Town of Fort Frances installed a Fournier rotary press designed to dewater the sludge and allow for the hauled sludge to meet the MOE criteria for landfill disposal without further drying. The new equipment began processing sludge on September 19 2016. The sludge is being disposed of in the municipal landfill site.

Optimization of the sludge dewatering process using the new equipment has continued. A Fournier press technician recommended a water heater be installed for polymer dilution water and that the sludge be tested in colder weather for SVI and filaments that could potentially impede drainage. The on-demand water heater was installed in January 2019. Ongoing pumping issues with the LMI polymer pumps made it necessary to delay trials of alternate polymer samples. A new progressive cavity polymer pump was installed in May 2019 and totes of polymer replaced the drums. Jar testing of various polymers and dosages were conducted in 2021 to confirm the optimum operation of the system.

There are no anticipated changes to volumes of sludge hauled from the system.

6. Calibrations

The owner shall maintain a continuous flow-measuring device to measure the flow rate within an accuracy of +/- 5% of actual rate of flow within the range of 10% to 100% of the full-scale reading of the measuring devices.

In 2021, calibration of the plant bypass weir was completed on September 2 2021 and effluent parshall flume was also completed on September 3 2021; results attached to this report. Both flow measuring devices passed the verification testing.

2021 Annual Summary Report

2021 Fort Frances Wastewater

Month	Sewage Flows Year 2021					Usage	Calculated	Sludge	Removal Efficiency	
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	Bins	CBOD5 0.975846576	
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Hauled	Suspended Solids 0.98297947	
	m3	m3	Volume ML	Volume ML	ML		M3		Total Phosphorus 0.960935097	
January	5015.0	5375	155465		155465	56%	134.4	13		
February	5244.0	5551	146883		146883	58%	116.6	11		
March	5141.9	5653	159400		159400	57%	145.6	14		
April	7538.1	11729	226144		226144	84%	125.7	13		
May	5788.8	6607	179453		179453	64%	118.3	11		
June	4811.1	5142	144334		144334	53%	126.4	12		
July	4603.1	5235	142697		142697	51%	128.3	12		
August	4717.7	6678	146248		146248	52%	132.9	13		
September	5434.6	10804	162428	610	163038	60%	130.4	13		
October	5668.5	7447	175723		175723	63%	111.9	11		
November	6031.0	7261	180930		180930	67%	98.2	10		
December	5626.2	6335	174412		174412	63%	119.3	13		
Sum				610	1994727		1488	146		
Average	5468		166176		166227	61%	124.0	12.2		
Max		11729	226144		226144			14		
ECA	9000	18000								

Month	BOD5/CBOD5			Suspended Solids			Total Phosphorus			Nitrogen		E. Coli	pH	
	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Geo Mean	Monthly	Monthly
	BOD (mg/L)	CBOD (mg/L)	CBOD (kg/day)	S.S (mg/L)	S.S (mg/L)	S.S (kg/day)	T.P (mg/L)	T.P (mg/L)	T.P (kg/day)	TKN (mg/L)	Total N (mg/L)	Counts /100ml	Minimum	Maximum
January	123.8	2.2	11.1	196.5	2.5	12.7	2.99	0.07	0.33	26.2	11.8	10.0	6.6	7.0
February	91.0	2.7	14.3	185.9	3.0	15.9	2.79	0.08	0.41	22.7	15.1	10.0	6.6	7.1
March	104.4	3.4	17.6	179.1	3.6	18.5	2.34	0.08	0.40	18.6	15.0	12.5	7.0	7.4
April	91.8	2.5	20.0	160.7	5.0	40.5	2.23	0.08	0.63	15.8	12.6	17.8	7.1	7.5
May	87.6	2.3	13.3	166.1	4.0	23.5	2.34	0.11	0.61	18.0	13.9	22.2	7.2	7.4
June	97.8	2.3	10.7	208.8	4.3	20.8	3.18	0.12	0.57	18.6	14.7	55.7	7.2	7.4
July	86.0	2.0	9.3	211.8	2.5	11.5	2.88	0.06	0.27	19.5	12.0	18.1	7.1	7.5
August	117.2	2.5	11.7	210.6	3.5	16.7	3.08	0.16	0.78	28.1	8.3	17.2	7.0	7.4
September	108.3	2.1	14.5	264.2	2.6	14.1	3.19	0.12	0.66	20.3	8.5	129.1	7.3	7.6
October	106.8	2.0	11.1	184.4	2.8	15.8	2.47	0.16	0.90	17.4	7.9	11.9	7.3	7.6
November	95.4	2.4	14.3	147.5	2.4	14.5	2.55	0.11	0.65	18.0	8.1	23.7	7.3	7.6
December	91.8	2.6	14.7	164.0	2.6	14.5	2.47	0.12	0.69	17.5	9.9	30.3	7.2	7.5
Average	100.2	2.4	13.6	190.0	3.2	18.3	2.71	0.11	0.58	20.1	11.5	29.9	7.1	7.4
Max	123.8	3.4	20.0	264.2	5	40.5	3.19	0.16	0.90	28.1	15.1	129.1	7.3	7.6
ECA		25	225		25	225		1.0	9.0			200	6.0	9.5

Monthly Operations Summary Report

Fort Frances Wastewater Treatment Plant
Monthly Operations Summary

2021	Raw Sewage				Final Effluent											E. Coli. (ctu/100 mL)	Bypass Volume (m3)
Day	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH		
01/01/2021	4,888.00			181	4,888.00	82					0.06		3.2	10	6.8	10	
02/01/2021	5,043.00			215	5,043.00	86					0.04		1.2	10	6.7		
03/01/2021	5,050.00			177	5,050.00	87					0.12		2	9.5	6.7		
04/01/2021	5,040.00	110	2.86	192	5,040.00	86	2	1.93	0.209	7.18	0.13	3	2.4	10	6.7		
05/01/2021	5,132.00			233	5,132.00	85					0.13		0.8	10	6.7		
06/01/2021	5,375.00			178	5,375.00	91					0.05		3.6	10	6.7		
07/01/2021	5,210.00			149	5,210.00	88					0.08		2	9.5	6.6		
08/01/2021	5,116.00			218	5,116.00	84					0.06		4	9.5	6.9	10	
09/01/2021	5,014.00			278	5,014.00	90					0.2		1.6	9.5	6.7		
10/01/2021	4,962.00			199	4,962.00	84					0.04		2.8	10	6.8		
11/01/2021	5,063.00	112	3.05	252	5,063.00	93	2	3.39	0.156	6.04	0.04	3	2	10	6.7		
12/01/2021	4,966.00			188	4,966.00	84					0.06		3.2	10	6.8		
13/01/2021	4,888.00			193	4,888.00	88					0.03		2.4	10	6.8		
14/01/2021	4,702.00			196	4,702.00	82					0.05		2	10	6.8	10	
15/01/2021	4,768.00			196	4,768.00	86					0.02		0.8	10	6.7		
16/01/2021	4,886.00			178	4,886.00	84					0.04		0.8	9.5	6.7		
17/01/2021	4,817.00			251	4,817.00	85					0.05		4	9.5	6.8		
18/01/2021	4,882.00	163	3.33	234	4,882.00	86	2	6.34	0.729	4.2	0.07	3.9	1.2	9.5	6.8		
19/01/2021	4,969.00			171	4,969.00	87					0.08		7.6	9.5	6.9		
20/01/2021	5,094.00			174	5,094.00	87					0.13		2.4	9.5	7		
21/01/2021	4,862.00			204	4,862.00	83					0.05		1.6	9	6.9	10	
22/01/2021	4,965.00			167	4,965.00	83					0.08		0.8	9	6.9		
23/01/2021	5,085.00			180	5,085.00	91					0.04		4.4	9	6.9		
24/01/2021	4,969.00			183	4,969.00	84					0.05		4.8	9	6.8		
25/01/2021	4,935.00	110	2.72	174	4,935.00	84	2.9	4.71	1.35	5.24	0.03	4.1	2.4	9	6.7		
26/01/2021	5,026.00			190	5,026.00	87					0.05		3.2	9	6.9		
27/01/2021	5,265.00			183	5,265.00	89					0.04		2.4	9	6.9		
28/01/2021	5,097.00			201	5,097.00	86					0.03		2	9	6.9	4	0
29/01/2021	5,059.00			176	5,059.00	84					0.02		1.6	9	6.8		
30/01/2021	5,268.00			193	5,268.00	96					0.06		2.4	9	6.8		
31/01/2021	5,069.00			188	5,069.00	85					0.08		2.8	9	7		
Total	155,465.00				155,465.00												0.00
Average	5,015.00	123.75	2.99	196.52	5,015.00	86.35	2.23	4.09	0.61	5.67	0.06	3.50	2.53	9.50	6.80	10.00	0.00
Minimum	4,702.00	110.00	2.72	149.00	4,702.00	82.00	2.00	1.93	0.16	4.20	0.02	3.00	0.80	9.00	6.60	10.00	0.00
Maximum	5,375.00	163.00	3.33	278.00	5,375.00	96.00	2.90	6.34	1.35	7.18	0.20	4.10	7.60	10.00	7.00	10.00	0.00
Count	31	4	4	31	31	31	4	4	4	4	31	4	31	31	31	4	0

**Fort Frances Wastewater Treatment Plant
Monthly Operations Summary**

2021	Raw Sewage				Final Effluent												Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH	E. Coli. (cfu/100 mL)	
01/02/2021	5,036.00			270	5,036.00	88					0.02		0.8	9	7		
02/02/2021	5,016.00	174	3.15	174	5,016.00	82	2.5	5.97	1.15	4.94	0.3	3	3.6	9	6.8	10	
03/02/2021	5,080.00			178	5,080.00	93					0.1		2	9	6.6		
04/02/2021	4,829.00			176	4,829.00	80					0.08		4.8	8.5	6.9		
05/02/2021	4,852.00			161	4,852.00	84					0.05		3.2	8.5	6.7		
06/02/2021	5,172.00			200	5,172.00	88					0.07		1.6	8	6.8		
07/02/2021	5,263.00			185	5,263.00	90					0.04		2	8	6.7		
08/02/2021	5,282.00			197	5,282.00	89					0.04		2.8	8	6.8		
09/02/2021	5,433.00	84	2.7	202	5,433.00	88	2	6.6	0.205	5.74	0.01	4.1	2	8	6.8	10	
10/02/2021	5,475.00			193	5,475.00	91					0.03		1.6	8	6.7		
11/02/2021	5,350.00			210	5,350.00	89					0.02		1.2	8	6.8		
12/02/2021	5,337.00			170	5,337.00	92					0.05		3.6	8	6.8		
13/02/2021	5,472.00			183	5,472.00	92					0.07		4	8	7		
14/02/2021	5,533.00			192	5,533.00	91					0.04		3.2	8	7		
15/02/2021	5,551.00			216	5,551.00	92					0.08		5.6	8	6.8		
16/02/2021	5,524.00	62	2.85	143	5,524.00	91	3.9	6.81	0.18	5.49	0.07	3.3	4	8	6.8	10	
17/02/2021	5,451.00			170	5,451.00	90					0.06		3.6	8.5	6.9		
18/02/2021	5,491.00			175	5,491.00	91					0.1		2.8	8.5	6.7		
19/02/2021	5,317.00			173	5,317.00	92					0.08		3.2	8.5	6.8		
20/02/2021	5,380.00			192	5,380.00	97					0.1		3.6	8.5	7.1		
21/02/2021	5,255.00			146	5,255.00	89					0.11		1.2	8	7.1		
22/02/2021	5,303.00	44	2.45	178	5,303.00	84	2.3	4.96	0.399	5.89	0.06	3	4.4	8.5	7	10	
23/02/2021	5,229.00			188	5,229.00	83					0.13		4	8.5	7.1		
24/02/2021	5,134.00			191	5,134.00	86					0.12		3.6	8.5	7.1		
25/02/2021	4,997.00			173	4,997.00	87					0.08		2.8	8.5	7.1		
26/02/2021	5,050.00			169	5,050.00	88					0.11		4	8.5	7		
27/02/2021	5,071.00			183	5,071.00	85					0.13		3.2	8.5	7		
28/02/2021	4,950.00			216	4,950.00	85					0.08		2.4	8.5	7		
Total	146,833.00				146,833.00												0.00
Average	5,244.04	91.00	2.79	185.86	5,244.04	88.46	2.68	6.09	0.48	5.52	0.08	3.35	3.03	8.34	6.89	10.00	0.00
Minimum	4,829.00	44.00	2.45	143.00	4,829.00	80.00	2.00	4.96	0.18	4.94	0.01	3.00	0.80	8.00	6.60	10.00	0.00
Maximum	5,551.00	174.00	3.15	270.00	5,551.00	97.00	3.90	6.81	1.15	5.89	0.30	4.10	5.60	9.00	7.10	10.00	0.00
Count	28	4	4	28	28	28	4	4	4	4	28	4	28	28	28	4	0

**Fort Frances Wastewater Treatment Plant
Monthly Operations Summary**

2021	Raw Sewage				Final Effluent												Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH	E. Coli. (cfu/100 mL)	
01/03/2021	4,962.00			197	4,962.00	85					0.06		2.8	8	7		
02/03/2021	5,180.00	102	2.53	191	5,180.00	83	2.8	6.95	1.4	4.82	0.08	3	5.2	8.5	7	10	
03/03/2021	5,163.00			192	5,163.00	85					0.08		3.2	8.5	7.1		
04/03/2021	5,171.00			268	5,171.00	86					0.07		3.2	8.5	7.1		
05/03/2021	5,260.00			232	5,260.00	89					0.06		3.6	8.5	7.1		
06/03/2021	5,380.00			181	5,380.00	92					0.06		2.4	8.5	7.1		
07/03/2021	5,464.00			218	5,464.00	92					0.13		7.6	9	7		
08/03/2021	5,520.00	95	1.92	172	5,520.00	96	4.9	5.57	1.09	5.64	0.07	7.2	4.4	9	7.1	30	
09/03/2021	5,653.00			163	5,653.00	89					0.05		2.8	9	7.1		
10/03/2021	5,629.00			176	5,629.00	93					0.07		3.6	9	7.1		
11/03/2021	5,126.00			169	5,126.00	88					0.09		3.2	9	7		
12/03/2021	5,119.00			183	5,119.00	94					0.06		4	8.5	7		
13/03/2021	5,216.00			167	5,216.00	89					0.08		4.4	8.5	7.1		
14/03/2021	4,840.00			159	4,840.00	85					0.05		1.2	8.5	7.1		
15/03/2021	5,064.00	107	2.53	166	5,064.00	90	3.5	7.64	0.97	5.93	0.07	3	1.6	8	7	10	
16/03/2021	4,904.00			156	4,904.00	84					0.08		4	8.5	7.3		
17/03/2021	5,072.00			142	5,072.00	88					0.11		4.4	8.5	7.4		
18/03/2021	4,778.00			170	4,778.00	88					0.09		4	9	7.3		
19/03/2021	4,853.00			142	4,853.00	84					0.08		3.2	9	7.3		
20/03/2021	5,102.00			179	5,102.00	89					0.09		3.2	9	7.2		
21/03/2021	5,025.00			163	5,025.00	84					0.07		4.4	9	7.4		
22/03/2021	4,902.00	105	2.39	167	4,902.00	89	3	9.7	0.38	3.4	0.11	3.9	3.2	9	7.4	10	
23/03/2021	5,041.00				5,041.00	90					0.08		3.2	9	7.3		
24/03/2021	5,224.00			188	5,224.00	87					0.1		4	9	7.4		
25/03/2021	5,017.00			174	5,017.00	88					0.07		2.8	9	7.4		
26/03/2021	5,001.00			169	5,001.00	89					0.09		3.6	9	7.2		
27/03/2021	5,377.00			191	5,377.00	90					0.11		2.8	9	7.2		
28/03/2021	5,185.00			192	5,185.00	87					0.06		2.4	9	7.4		
29/03/2021	5,006.00	113	2.35	184	5,006.00	92	2.8	10.3	1.33	3.91	0.08	3	2	8.5	7.3	10	
30/03/2021	5,002.00			163	5,002.00	90					0.07		6.8	9	7.2		
31/03/2021	5,164.00			160	5,164.00	92					0.06		4	9	7.3		
Total	159,400.00				159,400.00												0.00
Average	5,141.94	104.40	2.34	179.13	5,141.94	88.61	3.40	8.03	1.03	4.74	0.08	4.02	3.59	8.76	7.19	12.46	0.00
Minimum	4,778.00	95.00	1.92	142.00	4,778.00	83.00	2.80	5.57	0.38	3.40	0.05	3.00	1.20	8.00	7.00	10.00	0.00
Maximum	5,653.00	113.00	2.53	268.00	5,653.00	96.00	4.90	10.30	1.40	5.93	0.13	7.20	7.60	9.00	7.40	30.00	0.00
Count	31	5	5	30	31	31	5	5	5	5	31	5	31	31	31	5	0

**Fort Frances Wastewater Treatment Plant
Monthly Operations Summary**

2021	Raw Sewage				Final Effluent											E. Coli. (cfu/100 mL)	Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH		
01/04/2021	4,918.00			185	4,918.00	89					0.19		3.6	9	7.2	50	
02/04/2021	4,829.00			194	4,829.00	85					0.08		2.8	9	7.3		
03/04/2021	4,962.00			207	4,962.00	87					0.04		1.2	9	7.2		
04/04/2021	4,742.00			175	4,742.00	86					0.07		3.6	9	7.2		
05/04/2021	4,822.00			182	4,822.00	81					0.07		4	9	7.1		
06/04/2021	4,922.00	96	2.55	172	4,922.00	91	2.4	7.77	0.273	6.5	0.07	3.2	2.8	9	7.2	20	
07/04/2021	5,234.00			203	5,234.00	91					0.05		2	9	7.2		
08/04/2021	8,607.00			193	8,607.00	132					0.08		3.6	9	7.2		
09/04/2021	8,673.00			221	8,673.00	154					0.09		4.4	9	7.1		
10/04/2021	9,431.00			201	9,431.00	141					0.06		4	8.5	7.1		
11/04/2021	8,054.00			259	8,054.00	116					0.06		4.4	8.5	7.2	10	
12/04/2021	11,535.00	99	2.63	160	11,535.00	156	2.9	4.41	0.979	2.98	0.12	4.5	8	8.5	7.2		
13/04/2021	11,729.00			112	11,729.00	152					0.13		10.8	8.5	7.5		
14/04/2021	10,776.00			110	10,776.00	140					0.12		8.8	8.5	7.5		
15/04/2021	9,809.00			135	9,809.00	134					0.11		6.4	8.5	7.4		
16/04/2021	8,985.00			135	8,985.00	124					0.1		7.2	8.5	7.5	10	
17/04/2021	8,611.00			153	8,611.00	125					0.09		6.4	8.5	7.5		
18/04/2021	8,493.00			149	8,493.00	122					0.05		3.6	8.5	7.4		
19/04/2021	8,315.00	94	1.85	159	8,315.00	121	2.3	3.8	0.124	4.59	0.07	5.1	4.4	8.5	7.4		
20/04/2021	7,892.00			141	7,892.00	111					0.05		4	8	7.5	10	
21/04/2021	7,857.00			123	7,857.00	115					0.08		7.6	8	7.5		
22/04/2021	7,436.00			127	7,436.00	108					0.05		5.2	8	7.4		
23/04/2021	7,238.00			136	7,238.00	109					0.09		6	8	7.4		
24/04/2021	7,246.00			143	7,246.00	110					0.07		5.6	8.5	7.4		
25/04/2021	7,261.00			167	7,261.00	110					0.03		3.6	8.5	7.3	10	
26/04/2021	7,128.00			150	7,128.00	109					0.04		3.2	8.5	7.3		
27/04/2021	6,821.00	78	1.89	132	6,821.00	101	2.3	5.94	0.571	5.13	0.03	3.4	4.4	8.5	7.4		
28/04/2021	6,541.00			133	6,541.00	103					0.14		8.8	9	7.3		
29/04/2021	6,825.00			135	6,825.00	102					0.1		4	9	7.3		
30/04/2021	6,452.00			128	6,452.00	103					0.12		5.2	9	7.3		
Total	226,144.00				226,144.00												0.00
Average	7,538.13	91.75	2.23	160.67	7,538.13	113.60	2.48	5.48	0.49	4.80	0.08	4.05	4.99	8.63	7.32	17.78	0.00
Minimum	4,742.00	78.00	1.85	110.00	4,742.00	81.00	2.30	3.80	0.12	2.98	0.03	3.20	1.20	8.00	7.10	10.00	0.00
Maximum	11,729.00	99.00	2.63	259.00	11,729.00	156.00	2.90	7.77	0.98	6.50	0.19	5.10	10.80	9.00	7.50	50.00	0.00
Count	30	4	4	30	30	30	4	4	4	4	30	4	30	30	30	4	0

**Fort Frances Wastewater Treatment Plant
Monthly Operations Summary**

2021	Raw Sewage				Final Effluent											E. Coli. (cfu/100 mL)	Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH		
01/05/2021	6,539.00			151	6,539.00	105					0.11		2.4	9	7.3	20	
02/05/2021	6,307.00			126	6,307.00	94					0.09		6.4	9	7.4		
03/05/2021	6,428.00	68	1.8	155	6,428.00	98	3.1	4.35	0.61	4.54	0.09	6.6	5.6	9	7.3		
04/05/2021	6,607.00			164	6,607.00	102					0.07		5.2	9	7.4		
05/05/2021	6,558.00			154	6,558.00	101					0.1		4.8	9	7.4		
06/05/2021	6,417.00			169	6,417.00	96					0.06		4	9	7.3	10	
07/05/2021	6,263.00			160	6,263.00	97					0.08		3.2	9	7.3		
08/05/2021	6,352.00			151	6,352.00	105					0.11		5.2	9	7.4		
09/05/2021	6,223.00	79	2.85	180	6,223.00	96	2	6.06	0.61	5.18	0.07	4.1	6.8	9	7.4		
10/05/2021	6,151.00			136	6,151.00	99					0.12		6.4	9	7.3		
11/05/2021	5,935.00			132	5,935.00	110					0.1		3.6	9.5	7.4	30	
12/05/2021	6,029.00			163	6,029.00	97					0.09		4.8	10	7.3		
13/05/2021	5,706.00			209	5,706.00	89					0.11		3.2	9.5	7.4		
14/05/2021	5,762.00			151	5,762.00	95					0.07		1.2	10	7.3		
15/05/2021	5,796.00			137	5,796.00	94					0.09		2.4	10	7.4		
16/05/2021	5,652.00			145	5,652.00	90					0.13		2.4	10	7.4	10	
17/05/2021	5,397.00	81	1.68	162	5,397.00	89	2	4.64	0.345	7.06	0.1	3.8	2.4	10	7.3		
18/05/2021	5,313.00			172	5,313.00	86					0.12		2	10.5	7.3		
19/05/2021	5,423.00			195	5,423.00	88					0.15		5.6	10.5	7.3		
20/05/2021	5,554.00			176	5,554.00	92					0.15		1.6	10.5	7.3		
21/05/2021	5,345.00			183	5,345.00	96					0.13		2.4	10.5	7.4	90	
22/05/2021	5,441.00			191	5,441.00	91					0.11		3.6	10.5	7.4		
23/05/2021	5,456.00			216	5,456.00	91					0.1		3.6	10.5	7.2		
24/05/2021	5,401.00			194	5,401.00	90					0.12		2.8	10.5	7.3		
25/05/2021	5,360.00	134	2.91	176	5,360.00	90	2	5.22	0.264	6.73	0.09	3	3.2	10.5	7.3		
26/05/2021	5,546.00			170	5,546.00	90					0.15		6.4	10.5	7.4	10	
27/05/2021	5,415.00				5,415.00	87					0.11		4.8	11	7.4		
28/05/2021	5,298.00				5,298.00	90					0.14		4	11	7.3		
29/05/2021	5,316.00				5,316.00	89					0.08		7.6	11	7.3		
30/05/2021	5,280.00				5,280.00	85					0.14		3.2	11.5	7.3		
31/05/2021	5,183.00	76	2.45		5,183.00	86	2.4	5.59	0.228	5.96	0.09	4.2	4	11.5	7.3	90	
Total	179,453.00				179,453.00												0.00
Average	5,788.81	87.60	2.34	166.08	5,788.81	93.81	2.30	5.17	0.41	5.89	0.11	4.34	4.03	9.98	7.34	22.21	0.00
Minimum	5,183.00	68.00	1.68	126.00	5,183.00	85.00	2.00	4.35	0.23	4.54	0.06	3.00	1.20	9.00	7.20	10.00	0.00
Maximum	6,607.00	134.00	2.91	216.00	6,607.00	110.00	3.10	6.06	0.61	7.06	0.15	6.60	7.60	11.50	7.40	90.00	0.00
Count	31	5	5	26	31	31	5	5	5	5	31	5	31	31	31	5	0

**Fort Frances Wastewater Treatment Plant
Monthly Operations Summary**

2021	Raw Sewage				Final Effluent											E. Coli. (cfu/100 mL)	Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH		
01/06/2021	5,010.00			237	5,010.00	84					0.14		4.4	12	7.4		
02/06/2021	5,142.00			212	5,142.00	82					0.15		4.8	12	7.3		
03/06/2021	4,955.00			189	4,955.00	90					0.21		3.2	12	7.4		
04/06/2021	4,727.00			201	4,727.00	80					0.18		4	12	7.4		
05/06/2021	4,675.00			192	4,675.00	84					0.2		3.6	12	7.3		
06/06/2021	4,793.00			201	4,793.00	81					0.13		2.8	12.5	7.3		
07/06/2021	3,920.00	108	2.81	186	3,920.00	79	2	6.87	0.14	6.6	0.11	3.9	3.2	12.5	7.3	50	
08/06/2021	4,852.00			207	4,852.00	79					0.14		5.2	12.5	7.3		
09/06/2021	5,084.00			226	5,084.00	85					0.11		3.6	12.5	7.4		
10/06/2021	4,739.00			218	4,739.00	81					0.12		4	13	7.4		
11/06/2021	5,099.00			184	5,099.00	87					0.12		4	13	7.4		
12/06/2021	4,876.00			223	4,876.00	94					0.11		3.6	13	7.3		
13/06/2021	4,934.00			275	4,934.00	93					0.08		4	13.5	7.3		
14/06/2021	4,941.00	97	3.44	243	4,941.00	91	2	5.52	0.135	6.31	0.1	5	4.4	13.5	7.4	120	
15/06/2021	4,827.00			195	4,827.00	80					0.09		6	14	7.4		
16/06/2021	4,978.00			183	4,978.00	83					0.06		2.8	14	7.4		
17/06/2021	4,801.00			211	4,801.00	83					0.1		5.2	14	7.4		
18/06/2021	4,674.00			205	4,674.00	82					0.12		4	14	7.4		
19/06/2021	4,728.00			225	4,728.00	78					0.09		3.6	14	7.3		
20/06/2021	4,908.00			199	4,908.00	81					0.07		5.6	13.5	7.4		
21/06/2021	5,016.00	66	2.89	211	5,016.00	89	2.6	7.08	0.297	5.69	0.09	10.7	4	13.5	7.4	20	
22/06/2021	4,951.00			200	4,951.00	86					0.15		6.4	14	7.3		
23/06/2021	4,883.00			214	4,883.00	83					0.09		5.2	14	7.4		
24/06/2021	4,696.00			178	4,696.00	84					0.11		2.8	14	7.3		
25/06/2021	4,494.00			204	4,494.00	84					0.18		4	14	7.4		
26/06/2021	4,754.00			195	4,754.00	85					0.11		6	14.5	7.4		
27/06/2021	4,678.00			206	4,678.00	96					0.08		3.6	14.5	7.4		
28/06/2021	4,793.00	120	3.57	218	4,793.00	84	2.5	7.99	0.113	6.71	0.09	4.7	7.2	14.5	7.2	80	
29/06/2021	4,654.00			204	4,654.00	82					0.15		4.8	15	7.2		
30/06/2021	4,752.00			221	4,752.00	85					0.07		3.6	15	7.4		
Total	144,334.00				144,334.00												0.00
Average	4,811.13	97.75	3.18	208.77	4,811.13	84.50	2.28	6.87	0.17	6.33	0.12	6.08	4.32	13.42	7.35	55.66	0.00
Minimum	3,920.00	66.00	2.81	178.00	3,920.00	78.00	2.00	5.52	0.11	5.69	0.06	3.90	2.80	12.00	7.20	20.00	0.00
Maximum	5,142.00	120.00	3.57	275.00	5,142.00	96.00	2.60	7.99	0.30	6.71	0.21	10.70	7.20	15.00	7.40	120.00	0.00
Count	30	4	4	30	30	30	4	4	4	4	30	4	30	30	30	4	0

Fort Frances Wastewater Treatment Plant
Monthly Operations Summary

2021	Raw Sewage				Final Effluent											E. Coli. (cfu/100 mL)	Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH		
01/07/2021	4,364.00			173	4,364.00	81					0.03		3.2	15	7.4		
02/07/2021	4,223.00			182	4,223.00	81					0.05		3.6	15	7.5		
03/07/2021	4,382.00			166	4,382.00	80					0.02		4	15	7.5		
04/07/2021	4,487.00			252	4,487.00	79					0.07		2	15	7.5		
05/07/2021	4,545.00	103	3.29	215	4,545.00	79	2	5.29	0.169	6.51	0.05	3	3.6	15	7.4	60	
06/07/2021	4,759.00			227	4,759.00	83					0.06		2.4	15	7.4		
07/07/2021	4,720.00			217	4,720.00	84					0.09		4.8	15	7.3		
08/07/2021	4,630.00			238	4,630.00	82					0.15		4.4	15.5	7.3		
09/07/2021	4,463.00			264	4,463.00	101					0.07		3.2	15.5	7.3		
10/07/2021	4,434.00			280	4,434.00	84					0.06		2	15.5	7.3		
11/07/2021	4,480.00			181	4,480.00	82					0.05		2	15.5	7.3		
12/07/2021	4,569.00	93	2.63	173	4,569.00	81	2	5.5	0.149	6.84	0.05	3	1.6	15.5	7.2	30	
13/07/2021	4,512.00			188	4,512.00	81					0.04		3.2	16	7.4		
14/07/2021	4,716.00			210	4,716.00	84					0.06		2.4	16	7.2		
15/07/2021	4,578.00			185	4,578.00	84					0.04		1.6	16	7.3		
16/07/2021	5,235.00			202	5,235.00	80					0.03		2	16	7.3		
17/07/2021	4,444.00			193	4,444.00	77					0.06		3.6	16	7.3		
18/07/2021	4,442.00			192	4,442.00	78					0.07		2.4	16.5	7.3		
19/07/2021	4,901.00	84	2.77	228	4,901.00	96	2	3.74	0.188	5.46	0.06	3	2.4	16.5	7.2	60	
20/07/2021	4,646.00			206	4,646.00	82					0.07		1.6	16.5	7.1		
21/07/2021	4,871.00			243	4,871.00	84					0.07		4.8	17	7.2		
22/07/2021	4,772.00			243	4,772.00	84					0.07		1.6	17	7.3		
23/07/2021	4,909.00			256	4,909.00	107					0.06		1.6	17	7.2		
24/07/2021	4,654.00			220	4,654.00	85					0.09		2	17	7.2		
25/07/2021	4,532.00			174	4,532.00	80					0.07		1.6	17	7.2		
26/07/2021	4,648.00	64	2.82	202	4,648.00	83	2	1.82	0.203	7.56	0.06	3	2.4	17	7.1	1	
27/07/2021	4,531.00			211	4,531.00	82					0.04		1.2	17	7.1		
28/07/2021	4,772.00			221	4,772.00	83					0.07		2	17	7.1		
29/07/2021	4,546.00			196	4,546.00	82					0.05		2.4	17	7.2		
30/07/2021	4,354.00			241	4,354.00	79					0.04		1.2	17	7.1		
31/07/2021	4,578.00			188	4,578.00	84					0.03		0.8	17	7.1		
Total	142,697.00				142,697.00												0.00
Average	4,603.13	86.00	2.88	211.84	4,603.13	83.61	2.00	4.09	0.18	6.59	0.06	3.00	2.50	16.10	7.27	18.13	0.00
Minimum	4,223.00	64.00	2.63	166.00	4,223.00	77.00	2.00	1.82	0.15	5.46	0.02	3.00	0.80	15.00	7.10	1.00	0.00
Maximum	5,235.00	103.00	3.29	280.00	5,235.00	107.00	2.00	5.50	0.20	7.56	0.15	3.00	4.80	17.00	7.50	60.00	0.00
Count	31	4	4	31	31	31	4	4	4	4	31	4	31	31	31	4	0

**Fort Frances Wastewater Treatment Plant
Monthly Operations Summary**

2021	Raw Sewage				Final Effluent											E. Coli. (cfu/100 mL)	Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH		
01/08/2021	4,184.00			193	4,184.00	77					0.06		2.4	17	7.1		
02/08/2021	4,390.00			212	4,390.00	78					0.04		1.6	17	7.1		
03/08/2021	4,443.00	128	2.89	202	4,443.00	80	2	0.69	0.098	6.7	0.03	3	2	17	7	10	
04/08/2021	4,698.00			177	4,698.00	83					0.05		2.8	17.5	7.1		
05/08/2021	4,642.00			229	4,642.00	86					0.05		2.4	17.5	7.3		
06/08/2021	4,460.00			197	4,460.00	79					0.11		1.6	17.5	7.3		
07/08/2021	4,545.00			197	4,545.00	83					0.09		2	17.5	7.3		
08/08/2021	4,365.00			197	4,365.00	78					0.15		2.4	17.5	7.4		
09/08/2021	4,392.00	103	4.02	209	4,392.00	88	2	0.23	0.118	6.27	0.06	3	1.6	17.5	7.2	30	
10/08/2021	4,827.00			209	4,827.00	84					0.07		3.2	17	7.4		
11/08/2021	5,800.00			198	5,800.00	85					0.22		6.8	17	7.3		
12/08/2021	3,400.00			179	3,400.00	86					0.15		6.4	17	7.3		
13/08/2021	4,453.00			196	4,453.00	81					0.11		3.6	17	7.4		
14/08/2021	4,387.00			188	4,387.00	88					0.08		3.2	17	7.3		
15/08/2021	4,385.00			262	4,385.00	77					0.13		2.4	17.5	7.4		
16/08/2021	4,433.00	146	3.41	206	4,433.00	84	2	0.27	0.104	5.68	0.53	3.7	3.2	17.5	7.2	50	
17/08/2021	4,359.00			208	4,359.00	83					0.08		2	18	7.3		
18/08/2021	4,612.00			232	4,612.00	81					0.27		4.4	18	7.2		
19/08/2021	4,681.00			238	4,681.00	85					0.17		3.2	18	7.2		
20/08/2021	4,682.00			208	4,682.00	81					0.11		3.2	18	7.3		
21/08/2021	4,898.00			195	4,898.00	84					0.25		4	18	7.3		
22/08/2021	4,832.00			228	4,832.00	85					0.12		4.4	17.5	7.4		
23/08/2021	4,893.00	104	2.94	206	4,893.00	83	3.7	1.49	0.069	5.9	0.18	6.3	5.2	17.5	7.3	10	
24/08/2021	4,789.00			191	4,789.00	83					0.14		2.4	18	7.4		
25/08/2021	4,765.00			213	4,765.00	81					0.27		4	17.5	7.2		
26/08/2021	4,833.00			277	4,833.00	83					0.32		7.2	17.5	7.4		
27/08/2021	5,061.00			244	5,061.00	87					0.26		4.4	17.5	7.3		
28/08/2021	4,953.00			241	4,953.00	85					0.3		7.2	17.5	7.4		
29/08/2021	6,678.00			168	6,678.00	114					0.23		2.8	17.5	7.4		
30/08/2021	5,307.00	105	2.15	202	5,307.00	87	2.6	1.52	0.426	3.94	0.25	3	4	17.5	7.3	10	
31/08/2021	5,101.00			227	5,101.00	88					0.11		2.4	18	7.4		
Total	146,248.00				146,248.00												0.00
Average	4,717.68	117.20	3.08	210.61	4,717.68	84.10	2.46	0.84	0.16	5.70	0.16	3.80	3.50	17.48	7.29	17.19	0.00
Minimum	3,400.00	103.00	2.15	168.00	3,400.00	77.00	2.00	0.23	0.07	3.94	0.03	3.00	1.60	17.00	7.00	10.00	0.00
Maximum	6,678.00	146.00	4.02	277.00	6,678.00	114.00	3.70	1.52	0.43	6.70	0.53	6.30	7.20	18.00	7.40	50.00	0.00
Count	31	5	5	31	31	31	5	5	5	5	31	5	31	31	31	5	0

**Fort Frances Wastewater Treatment Plant
Monthly Operations Summary**

2021	Raw Sewage				Final Effluent											E. Coli. (cfu/100 mL)	Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH		
01/09/2021	5,147.00			716	5,147.00	87					0.13		4.8	18	7.4		
02/09/2021	5,010.00			181	5,010.00	85					0.12		2	18	7.4		
03/09/2021	5,035.00			205	5,035.00	86					0.1		3.2	17.5	7.3		
04/09/2021	4,982.00			229	4,982.00	90					0.19		3.2	17.5	7.5		
05/09/2021	4,579.00			221	4,579.00	80					0.15		2	17.5	7.3		
06/09/2021	4,785.00			214	4,785.00	81					0.1		2	17.5	7.4		
07/09/2021	5,307.00	60	3.95	215	5,307.00	85	2	0.37	0.474	5.19	0.08	3	2.8	17.5	7.3	10	
08/09/2021	5,208.00			202	5,208.00	87					0.11		2.4	17.5	7.3		
09/09/2021	4,980.00			217	4,980.00	85					0.09		3.6	17.5	7.4		
10/09/2021	4,768.00			208	4,768.00	84					0.07		1.6	17.5	7.4		
11/09/2021	4,832.00			190	4,832.00	89					0.08		2.4	17.5	7.3		
12/09/2021	4,413.00			211	4,413.00	78					0.1		1.6	17.5	7.3	24900	610
13/09/2021	4,756.00			201	4,756.00	85					0.07		1.2	17.5	7.3		
14/09/2021	4,825.00	134	3.29	214	4,825.00	80	2	0.561	0.269	6.31	0.09	3	2	17.5	7.4	20	
15/09/2021	4,895.00			198	4,895.00	82					0.08		4.4	17.5	7.4		
16/09/2021	4,871.00			247	4,871.00	79					0.1		2.4	17.5	7.3		
17/09/2021	4,653.00			214	4,653.00	77					0.06		1.6	17.5	7.4		
18/09/2021	4,744.00			196	4,744.00	82					0.13		4	17.5	7.4		
19/09/2021	4,669.00			265	4,669.00	81					0.29		3.6	17	7.5		
20/09/2021	10,804.00	138	3.19	1654	10,804.00	196	2.5	0.643	0.173	5.43	0.17	4.5	4.4	17	7.4	720	
21/09/2021	6,998.00			276	6,998.00	108					0.15		2.8	17	7.6		
22/09/2021	6,124.00			132	6,124.00	97					0.13		2.8	17	7.5		
23/09/2021	8,734.00			151	8,734.00	94					0.15		1.2	17	7.5		
24/09/2021	5,638.00			144	5,638.00	99					0.13		2	17	7.5		
25/09/2021	5,695.00			163	5,695.00	93					0.11		2.4	17	7.5		
26/09/2021	5,478.00			186	5,478.00	88					0.09		1.2	17	7.4		
27/09/2021	5,399.00	101	2.34	162	5,399.00	90	2	0.458	0.189	5.21	0.1	3	1.6	17	7.5	10	
28/09/2021	5,275.00			156	5,275.00	94					0.12		2	17.5	7.5		
29/09/2021	5,332.00			184	5,332.00	93					0.14		4	17.5	7.5		
30/09/2021	5,102.00			174	5,102.00	84					0.1		1.6	17.5	7.4		
Total	163,038.00				163,038.00												610.00
Average	5,434.60	108.25	3.19	264.20	5,434.60	90.63	2.13	0.51	0.28	5.54	0.12	3.38	2.56	17.38	7.41	129.10	0.00
Minimum	4,413.00	60.00	2.34	132.00	4,413.00	77.00	2.00	0.37	0.17	5.19	0.06	3.00	1.20	17.00	7.30	10.00	610.00
Maximum	10,804.00	138.00	3.95	1,654.00	10,804.00	196.00	2.50	0.64	0.47	6.31	0.29	4.50	4.80	18.00	7.60	24,900.00	610.00
Count	30	4	4	30	30	30	4	4	4	4	30	4	30	30	30	5	1

**Fort Frances Wastewater Treatment Plant
Monthly Operations Summary**

2021	Raw Sewage				Final Effluent											E. Coli. (cfu/100 mL)	Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH		
01/10/2021	5,240.00			191	5,240.00	91					0.13		3.6	17.5	7.3		
02/10/2021	5,267.00			168	5,267.00	93					0.11		2	17	7.4		
03/10/2021	5,154.00			223	5,154.00	87					0.14		3.2	17	7.5		
04/10/2021	5,098.00	114	2.24	151	5,098.00	93	2	0.35	0.149	5.21	0.13	6.7	2.8	17	7.3	10	
05/10/2021	5,056.00			156	5,056.00	91					0.14		2.8		7.4		
06/10/2021	6,168.00			199	6,168.00	89					0.33		2.8		7.3		
07/10/2021	5,045.00			192	5,045.00	87					0.35		1.6	17	7.4		
08/10/2021	5,017.00			202	5,017.00	86					0.31		2.4	17	7.4		
09/10/2021	5,451.00			173	5,451.00	94					0.15		2	17	7.3		
10/10/2021	6,390.00			177	6,390.00	129					0.13		2.8	17	7.3		
11/10/2021	7,447.00			172	7,447.00	110					0.08		3.2	17	7.4		
12/10/2021	6,308.00	85	2.46	165	6,308.00	102	2	0.43	0.087	4.72	0.1	3	4.8	17	7.4	10	
13/10/2021	6,484.00			208	6,484.00	99					0.14		4.8	17	7.4		
14/10/2021	6,086.00			167	6,086.00	96					0.13		2.8	16.5	7.3		
15/10/2021	5,734.00			185	5,734.00	90					0.12		2	17	7.4		
16/10/2021	5,733.00			205	5,733.00	97					0.12		3.2	16.5	7.4		
17/10/2021	5,513.00	103	2.14	159	5,513.00	89	2	0.404	0.099	6.01	0.17	3.6	3.2	16.5	7.5		
18/10/2021	5,503.00			147	5,503.00	96					0.5		2	16.5	7.4	20	
19/10/2021	5,425.00			167	5,425.00	90					0.23		2.8	16	7.4		
20/10/2021	5,458.00			164	5,458.00	88					0.13		4.4	16	7.3		
21/10/2021	5,347.00			262	5,347.00	93					0.13		2.4	16	7.4		
22/10/2021	5,159.00			221	5,159.00	91					0.11		4	16	7.4		
23/10/2021	5,388.00			196	5,388.00	98					0.08		3.2	16	7.3		
24/10/2021	5,269.00	125	3.04	182	5,269.00	89	2	0.51	0.11	7.06	0.1	3	1.6	16	7.4		
25/10/2021	5,115.00			189	5,115.00	88					0.11		2	16	7.4	10	
26/10/2021	5,199.00			172	5,199.00	87					0.14		1.6	16	7.3		
27/10/2021	7,121.00			176	7,121.00	93					0.16		1.2	16	7.4		
28/10/2021	6,311.00			199	6,311.00	111					0.11		3.2	16	7.6		
29/10/2021	5,734.00			154	5,734.00	94					0.12		2.4	16	7.4		
30/10/2021	5,890.00			245	5,890.00	97					0.16		3.2	15.5	7.4		
31/10/2021	5,613.00			150	5,613.00	99					0.13		2	15.5	7.4		
Total	175,723.00				175,723.00												0.00
Average	5,668.48	106.75	2.47	184.42	5,668.48	94.74	2.00	0.42	0.11	5.75	0.16	4.08	2.77	16.47	7.38	11.89	0.00
Minimum	5,017.00	85.00	2.14	147.00	5,017.00	86.00	2.00	0.35	0.09	4.72	0.08	3.00	1.20	15.50	7.30	10.00	0.00
Maximum	7,447.00	125.00	3.04	262.00	7,447.00	129.00	2.00	0.51	0.15	7.06	0.50	6.70	4.80	17.50	7.60	20.00	0.00
Count	31	4	4	31	31	31	4	4	4	4	31	4	31	29	31	4	0

**Fort Frances Wastewater Treatment Plant
Monthly Operations Summary**

2021	Raw Sewage				Final Effluent												E. Coli. (cfu/100 mL)	Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH			
01/11/2021	5,521.00			165	5,521.00	94					0.12		2.4	15.5	7.3			
02/11/2021	5,465.00	84	2.61	167	5,465.00	90	2	0.28	0.081	7.58	0.14	3	1.6	15.5	7.4	30		
03/11/2021	5,695.00			142	5,695.00	96					0.12		3.6	15.5	7.3			
04/11/2021	5,583.00			143	5,583.00	92					0.09		1.6	15.5	7.4			
05/11/2021	5,513.00			146	5,513.00	92					0.11		2	15.5	7.4			
06/11/2021	5,655.00			161	5,655.00	100					0.08		2.4	15.5	7.3			
07/11/2021	5,697.00			191	5,697.00	97					0.1		1.6	15.5	7.4			
08/11/2021	5,334.00	103	3.04	152	5,334.00	96	2	0.44	0.065	5.87	0.12	3	2	15	7.4	10		
09/11/2021	5,367.00			178	5,367.00	90					0.09		2	15	7.5			
10/11/2021	5,583.00			166	5,583.00	105					0.07		2.4	15	7.5			
11/11/2021	7,261.00			169	7,261.00	113					0.09		4.4	14.5	7.5			
12/11/2021	6,872.00			114	6,872.00	104					0.22		2.4	14.5	7.4			
13/11/2021	7,104.00			137	7,104.00	131					0.12		2.8	14	7.6			
14/11/2021	6,768.00			142	6,768.00	104					0.24		3.6	14	7.6			
15/11/2021	6,568.00	106	2.43	118	6,568.00	104	3.9	1.21	0.153	4.59	0.13	3	2.4	14	7.5	50		
16/11/2021	6,598.00			121	6,598.00	101					0.12		2.8	14	7.6			
17/11/2021	6,665.00			135	6,665.00	111					0.09		2.8	14	7.4			
18/11/2021	6,228.00			147	6,228.00	102					0.06		1.6	14	7.4			
19/11/2021	6,220.00			142	6,220.00	99					0.08		2	14	7.5			
20/11/2021	6,251.00			153	6,251.00	99					0.11		2.4	14	7.5			
21/11/2021	6,152.00			174	6,152.00	100					0.07		1.2	14	7.4			
22/11/2021	6,112.00	101	2.27	154	6,112.00	98	2	0.53	0.131	5.85	0.13	3	4	13.5	7.4	10		
23/11/2021	6,095.00			139	6,095.00	98					0.06		3.2	13.5	7.4			
24/11/2021	6,034.00			132	6,034.00	101					0.06		2.4	13	7.5			
25/11/2021	5,654.00			124	5,654.00	92					0.1		1.6	13	7.3			
26/11/2021	5,773.00			131	5,773.00	98					0.07		1.6	13	7.3			
27/11/2021	5,871.00			158	5,871.00	100					0.17		1.2	13	7.5			
28/11/2021	5,897.00			145	5,897.00	98					0.09		2	13	7.4			
29/11/2021	5,730.00	83	2.38	142	5,730.00	98	2.1	0.46	0.118	5.64	0.06	3	2	13	7.3	50		
30/11/2021	5,664.00			138	5,664.00	97					0.06		3.2	13	7.4			
Total	180,930.00				180,930.00												0.00	
Average	6,031.00	95.40	2.55	147.53	6,031.00	100.00	2.40	0.58	0.11	5.91	0.11	3.00	2.37	14.22	7.43	23.71	0.00	
Minimum	5,334.00	83.00	2.27	114.00	5,334.00	90.00	2.00	0.28	0.07	4.59	0.06	3.00	1.20	13.00	7.30	10.00	0.00	
Maximum	7,261.00	106.00	3.04	191.00	7,261.00	131.00	3.90	1.21	0.15	7.58	0.24	3.00	4.40	15.50	7.60	50.00	0.00	
Count	30	5	5	30	30	30	5	5	5	5	30	5	30	30	30	5		

**Fort Frances Wastewater Treatment Plant
Monthly Operations Summary**

2021	Raw Sewage				Final Effluent											E. Coli. (cfu/100 mL)	Bypass Volume (m3)
	Raw Flow: Sum (m3/d)	BOD5 (mg/L)	Total Phosphorus (mg/L)	SS (mg/L) IH	Final Eff. Flow: Sum (m3/d)	Final Eff. Flow: Max. (L/s)	CBOD5 (mg/L)	NH3 + NH4 as N (mg/L)	Nitrite - N (mg/L)	Nitrate-N(mg/L)	Total Phosphorus (mg/L)	Suspended Solids (mg/L)	SS (mg/L) IH	Temperature (C)	pH		
01/12/2021	5,990.00			136	5,990.00	99					0.12		1.6	13	7.4		
02/12/2021	5,960.00			148	5,960.00	96					0.15		2.4	13	7.5		
03/12/2021	5,796.00			156	5,796.00	98					0.11		2	13	7.5		
04/12/2021	5,773.00			139	5,773.00	96					0.13		2.8	13	7.5		
05/12/2021	5,707.00			151	5,707.00	97					0.09		1.6	12.5	7.4		
06/12/2021	5,618.00			165	5,618.00	92					0.1		1.6	12.5	7.4		
07/12/2021	5,912.00	101	2.57	167	5,912.00	95	2	0.57	0.131	6.99	0.1	3	1.2	12.5	7.5	10	
08/12/2021	5,836.00			151	5,836.00	98					0.07		2	12	7.5		
09/12/2021	5,670.00			149	5,670.00	96					0.11		5.2	12	7.4		
10/12/2021	5,562.00			154	5,562.00	92					0.09		1.6	11.5	7.4		
11/12/2021	5,689.00			196	5,689.00	98					0.09		1.2	11.5	7.3		
12/12/2021	5,657.00			168	5,657.00	93					0.13		2.8	11.5	7.4		
13/12/2021	5,587.00	77	2.91	195	5,587.00	93	2.3	0.62	0.132	6.32	0.09	3.7	1.2	12	7.3	40	
14/12/2021	5,662.00			184	5,662.00	96					0.09		0.8	12	7.2		
15/12/2021	5,893.00			167	5,893.00	97					0.28		3.6	11.5	7.5		
16/12/2021	6,335.00			174	6,335.00	98					0.16		4	11.5	7.5		
17/12/2021	5,813.00			168	5,813.00	97					0.18		3.6	11.5	7.5		
18/12/2021	5,846.00			153	5,846.00	101					0.15		2.4	11.5	7.4		
19/12/2021	5,802.00			164	5,802.00	95					0.09		1.6	11.5	7.4		
20/12/2021	5,646.00	95	1.71	158	5,646.00	97	4.2	2.98	0.351	3.76	0.12	3.9	2	11	7.5	10	
21/12/2021	5,609.00			171	5,609.00	93					0.1		3.6	11	7.5		
22/12/2021	5,601.00			148	5,601.00	95					0.08		2.8	11	7.4		
23/12/2021	5,481.00			189	5,481.00	92					0.18		4.4	11	7.4		
24/12/2021	5,492.00			147	5,492.00	95					0.22		2.8	11	7.4		
25/12/2021	5,236.00			160	5,236.00	92					0.05		2.4	10.5	7.3		
26/12/2021	5,294.00			176	5,294.00	89					0.1		4	10.5	7.2		
27/12/2021	5,391.00			171	5,391.00	90					0.1		1.6	10.5	7.4		
28/12/2021	5,166.00			137	5,166.00	90					0.13		2.8	10	7.3		
29/12/2021	5,239.00	94	2.7	140	5,239.00	88	2	2.97	0.591	4.91	0.14	4.6	3.6	10	7.3	210	
30/12/2021	5,095.00			206	5,095.00	90					0.12		3.6	10	7.3		
31/12/2021	5,054.00			195	5,054.00	87					0.12		3.2	10	7.4		
Total	174,412.00				174,412.00												0.00
Average	5,626.19	91.75	2.47	163.97	5,626.19	94.35	2.63	1.79	0.30	5.50	0.12	3.80	2.58	11.48	7.40	30.27	0.00
Minimum	5,054.00	77.00	1.71	136.00	5,054.00	87.00	2.00	0.57	0.13	3.76	0.05	3.00	0.80	10.00	7.20	10.00	0.00
Maximum	6,335.00	101.00	2.91	206.00	6,335.00	101.00	4.20	2.98	0.59	6.99	0.28	4.60	5.20	13.00	7.50	210.00	0.00
Count	31	4	4	31	31	31	4	4	4	4	31	4	31	31	31	4	0

Biosolids Quality Report



OCWA
ATTN: Superintendent Fort Frances WPCP
WPCP 110000258
200 McIrvine Road
Fort Frances ON P9A 3S3

Date Received: 21-SEP-21
Report Date: 08-OCT-21 12:16 (MT)
Version: FINAL

Client Phone: 807-274-3121

Certificate of Analysis

Lab Work Order #: L2641802

Project P.O. #: ORG #1103

Job Reference: 110000258

C of C Numbers:

Legal Site Desc:


Jillian Johns
Account Manager

[This report shall not be reproduced except in full without the written authority of the Laboratory.]

ADDRESS: 1081 Barton Street, Thunder Bay, ON P7B 5N3 Canada | Phone: +1 807 623 6463 | Fax: +1 807 623 7598
ALS CANADA LTD Part of the ALS Group An ALS Limited Company

ALS ENVIRONMENTAL ANALYTICAL REPORT

Sample ID Description Sampled Date Sampled Time Client ID		L2641802-1 Grab 20-SEP-21 11:30 DIGESTED SLUDGE				
Grouping	Analyte					
SOIL						
Physical Tests	% Moisture (%)	98.8				
Bacteriological Tests	E. Coli (CFU/g dwt)	11200 ^{PEHT}				

ALS ENVIRONMENTAL ANALYTICAL REPORT

Sample ID Description Sampled Date Sampled Time Client ID		L2641802-1 Grab 20-SEP-21 11:30 DIGESTED SLUDGE				
Grouping	Analyte					
WATER						
Anions and Nutrients	Ammonia, Total (as N) (mg/L)	170 ^{DLHC}				
	Nitrate and Nitrite as N (mg/L)	<0.45 ^{DLM}				
	Nitrate (as N) (mg/L)	<0.40 ^{DLM}				
	Nitrite (as N) (mg/L)	<0.20 ^{DLM}				
	Phosphorus, Total (mg/L)	241 ^{DLM}				
Total Metals	Aluminum (Al)-Total (mg/L)	354				
	Antimony (Sb)-Total (mg/L)	<0.020				
	Arsenic (As)-Total (mg/L)	0.064				
	Barium (Ba)-Total (mg/L)	1.97				
	Beryllium (Be)-Total (mg/L)	<0.020				
	Bismuth (Bi)-Total (mg/L)	0.209				
	Boron (B)-Total (mg/L)	<2.0				
	Cadmium (Cd)-Total (mg/L)	0.0047				
	Calcium (Ca)-Total (mg/L)	170				
	Chromium (Cr)-Total (mg/L)	0.16				
	Cobalt (Co)-Total (mg/L)	<0.10				
	Copper (Cu)-Total (mg/L)	2.55				
	Iron (Fe)-Total (mg/L)	152				
	Lead (Pb)-Total (mg/L)	0.128				
	Lithium (Li)-Total (mg/L)	<0.20				
	Magnesium (Mg)-Total (mg/L)	48				
	Manganese (Mn)-Total (mg/L)	2.48				
	Mercury (Hg)-Total (mg/L)	0.0056				
	Molybdenum (Mo)-Total (mg/L)	0.040				
	Nickel (Ni)-Total (mg/L)	0.11				
	Phosphorus (P)-Total (mg/L)	196				
	Potassium (K)-Total (mg/L)	66				
	Selenium (Se)-Total (mg/L)	0.031				
	Silver (Ag)-Total (mg/L)	<0.010				
	Sodium (Na)-Total (mg/L)	42				
	Strontium (Sr)-Total (mg/L)	0.515				
	Sulfur (S)-Total (mg/L)	<100				
	Thallium (Tl)-Total (mg/L)	<0.0020				
	Tin (Sn)-Total (mg/L)	0.128				
	Titanium (Ti)-Total (mg/L)	0.712				
	Tungsten (W)-Total (mg/L)	<0.18				
	Uranium (U)-Total (mg/L)	0.0375				

* Please refer to the Reference Information section for an explanation of any qualifiers detected.

Page 214 of 230

Flow Meter Calibrations

Instrument Verification Report

Ontario Clean Water Agency, 200 McIlrvine Road, Fort Frances, ON

Test Date: September 3, 2021

Device: Miltronics OCM III 25C TS-2, Identifier # 120296126 HM

For: Plant Final Effluent flow as measured using a 12 inch Parshal flume

Table 1: Verification Data for Miltronics OCM and Final Effluent Parshal Flume

Measured Effluent Head (mm)	Indicated flow on OCM (L/s)	Calculated flow (L/s)	Percent error
260	85.3	89.3	-2.4
300	117.7	109.2	7.3
395	169.1	165.9	1.9
460	208.5	209.2	-0.2

Notes: For the Parshal Flume: Flow rate, $Q \text{ (ft}^3/\text{s)} = 3.95 * (\text{Head} / ((12) * (25.4)))^{1.522}$

Flow rate, $Q \text{ (L/s)} = Q \text{ (ft}^3/\text{s)} * 28.31 \text{ (L/ft}^3\text{)}$

Summary:

The error in indicated values for final effluent flow rate is within the range of +/- 10%.

The alarm condition for flow in excess of UV capability operated at 208 L/sec.



Geoff Pearce

September 3, 2021

O&M Team Lead

Ontario Clean Water Agency

Instrument Verification Report

Ontario Clean Water Agency, 200 McIlrvine Road, Fort Frances, ON

Test Date: September 2, 2021

Device: Miltronics Multiranger Plus XPS 10, Identifier 04-235-96-432 MU

For: Plant influent Bypass Overflow Level, as measured in Manhole #8

Detail:

- 1) Influent water level of 1.935 m was simulated with a fixture in manhole #8.
The bypass warning alarm (high level) was activated.
- 2) Influent water level of 1.990 m was simulated with a fixture in manhole #8.
The bypass high-high alarm was activated and a bypass flow value 50.8 L/sec was indicated.

Summary:

The Delta V alarms response for bypass high level and bypass high-high level were tested and they both functioned as required.



Geoff Pearce

September 2, 2021

Ontario Clean Water Agency

Fort Frances, Ontario

Bypass Report



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Fax

To	
Company	Ontario Clean Water Agency
Fax Number	1-807-274-8381
From	Dale Hughes
Date	September 12, 2021
Number of Pages	2
Subject	September 12, 2021 UV Bypass Report re Scheduled Power Outage

A manual bar screen was used and Total Residual Chlorine sample was taken at 0940 and showed a result of less than 0.01

Samples will also be sent out for TSS, Total Phosphorus, CBOD5 and E.coli .

Caution: This fax is private property intended solely for the information and use of the addressee. The contents are confidential and may be privileged. Any unauthorized use of this fax is strictly prohibited. If you are not the address, please notify the sender immediately by telephone and either return or destroy this fax.

Environmental Incident Report



System: **Fort Frances Wastewater Treatment System** MOE Works: 110000258

Location: Wastewater Treatment Plant Receiver: Rainy River

Start of Incident:	Date: September 12, 2021	Time: 0830
<input type="checkbox"/> Spill	Details/Cause of Incident: Town wide scheduled power outage.	
<input checked="" type="checkbox"/> Bypass	Wastewater flowed through the plant but there is only a small generator to monitoring/SCADA system.	
<input type="checkbox"/> Other		
Downstream Users <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Possible effects on receiver, environment or downstream users: Minimal	
Chlorination	<input type="checkbox"/> Yes x No	
Corrective Actions:		
MOECP SAC called	Date: Sept 12,2021	At 0832 Contact: John TSE
MOH – Northwestern Health Unit called	Date: Sept 12,2021	At 0844 Contact: Giselle
Jeff St. Pierre called	Date: Sept 12,2021	At 0850 Contact: Left Message
Town of Fort Frances called	Date: Sept 12,2021	At 0852 Contact: Craig M
Other: Emo Water Treatment	Date: Sept 12,2021	At 0854 Contact: Geoff P
Other: Ty Maurice	Date : Sept 12,2021	At 0906 Contact: Ty M
Reference #: 1-18W9CV Operator Reporting Incident: Dale Hughes		

Termination:	Date: September 12, 2021	Time: 12:09	Duration: 3 hours and 39 Minutes
Approximate Volume (m ³) 610			
Date: September 12, 2021		at: 12:22	Contact: Johnathon
Further Actions Required: None			
Operator Reporting Termination: Dale Hughes			
MOECP SAC	Tel: 800 268-6060 Fax: 800 268-6061	Comments	
MOH – Northwestern Health Unit (after hours)	Tel: 1-800-461-3348 Tel: 807-274-9827 Tel: 807-468-7109 Fax: 807-274-0779	Comments	
Environment Canada	Fax: 819-420-7382 Attn: Wastewater Program E-mail: Ec.FA-LP-On.ec@canada.ca		

Verbal notifications: MOECP SAC, MOH, Sr. Operations Manager, Client/Owner
Fax completed report: MOECP SAC, MOH, Environment & Climate Change Canada, VP Operations/Corporate



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

March 22, 2022

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

Attention: Mr. Craig Miller
Environmental Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility
February 2022 Monthly Report**

As per the operating agreement, the attached document is the February 2022 monthly report for the Fort Frances Wastewater Treatment Facility.

The report highlights the influent and effluent quality and the process parameters. Additionally, the routine operation and maintenance activities conducted by the operators are summarized.

If you have any questions regarding this report do not hesitate to contact Mr. Ty Maurice, Senior Operations Manager.

Yours truly,

A handwritten signature in black ink, appearing to read 'Kelly C', is written over a light blue circular stamp.

Kelly Cunningham
Team Lead

For Ty Maurice
Senior Operations Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
February 2022 Monthly Operations Report**

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of February 2022; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

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

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

LABORATORY

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

February 2022 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD ₅	4.0 mg/L	25 mg/L	15 mg/L	20.8 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	3.3 mg/L	25 mg/L	15 mg/L	17.8 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.13 mg/L	1.0 mg/L	0.9 mg/L	0.66 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	16.0 mg/L 4.04 mg/L					
Total Cl ₂ Residual		<0.01 mg/L (when in use)				
E-Coli		13.2 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 7.1 to 7.4; average pH was 7.2		
Temperature degrees C				Temperatures ranged from 7.0 to 8.5 C; average temperature of effluent was 7.9 C		

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

WASTEWATER LIQUID PROCESS

The average daily flow for February was 5220.0 m³/day. This represents 58% of the design average flow. Total treated flow for the month was 146159 m³. The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objectives as outlined in the Environmental Compliance Approval.

MAINTENANCE

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

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain. Hosed Snail
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Inspected teacup
- Changed oil in blowers 3 and 4

Pump Stations:

- Ran gensets
- Changed seal water strainers

PROCESS AND OPTIMIZATION ISSUES

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 96.8 m³ (10 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 19.7 % TS for the month but slump test results from the landfill site have not been provided.

The Fournier press ran for 126.5 hours in the past month.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

There were no bypass events in the reporting period.

COMMENTS

Plant power consumption for the month was 487 (x 180 multiplier) kWh.
The Fournier press has been operated 273.6 hours in 2022.
Starters and overloads for both pumps at Boundary Road are still on order.

REPORTS

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

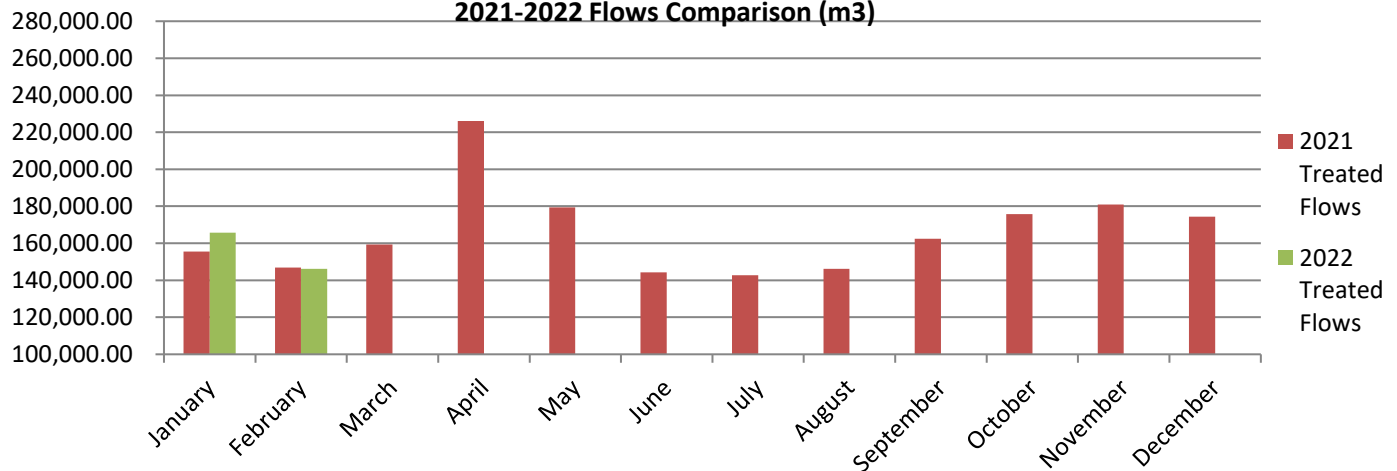
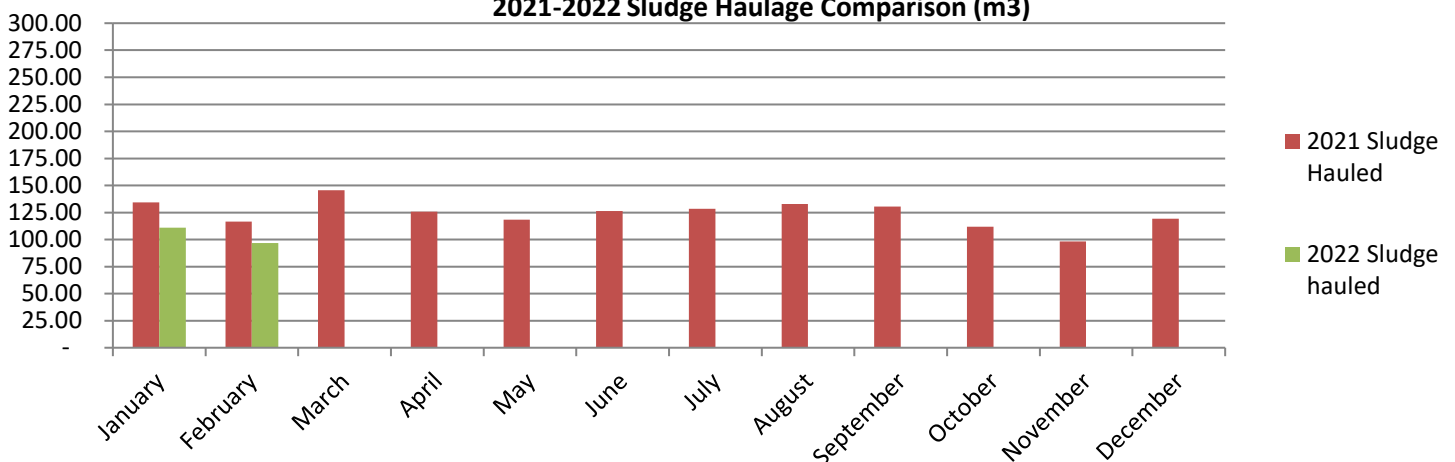
2022 Fort Frances Wastewater

Month	Sewage Flows Year 2022					Usage	Calculated	Sludge	Removal Efficiency	
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	Bins	CBOD5 0.965920895	
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Hauled	Suspended Solids 0.982978402	
	m3	m3	Volume ML	Volume ML	ML		M3		Total Phosphorus 0.955737705	
January	5347.3	5710	165767		165767	59%	111.0	12		
February	5220.0	7432	146159		146159	58%	96.8	10		
March						0%				
April						0%				
May						0%				
June						0%				
July						0%				
August						0%				
September						0%				
October						0%				
November						0%				
December						0%				
Sum				0	311926		207.8	22		
Average	5284		155963		155963	59%	103.9	11.0		
Max		7432	165767		165767			12		
ECA	9000	18000								

Month	BOD5/CBOD5			Suspended Solids			Total Phosphorus			Nitrogen		E. Coli	pH	
	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Geo Mean	Monthly	Monthly
	BOD (mg/L)	CBOD (mg/L)	CBOD (kg/day)	S.S (mg/L)	S.S (mg/L)	S.S (kg/day)	T.P (mg/L)	T.P (mg/L)	T.P (kg/day)	TKN (mg/L)	Total N (mg/L)	Counts /100ml	Minimum	Maximum
January	111.3	4.5	24.1	185.2	3.5	18.7	2.92	0.14	0.75	19.53	13.05	49.7	7.0	7.5
February	139.0	4.0	20.8	212.5	3.3	17.8	3.18	0.13	0.66	20.8	16.0	13.2	7.1	7.4
March														
April														
May														
June														
July														
August														
September														
October														
November														
December														
Average	125.2	4.3	22.5	198.9	3.4	18.2	3.05	0.14	0.71	20.2	14.5	31.5	7.1	7.5
Max	139	4.53	24.1	212.5	3.47	18.65	3.18	0.14	0.75	20.8	16.0	49.7	7.1	7.5
ECA		25	225		25	225		1.0	9.0			200	6.0	9.5

2021-2022 Comparison Chart

Month	2021 Treated Sewage	2022 Treated Sewage	% Variance 2021 to 2022	2021 Hauled Sludge	2022 Hauled Sludge	% Variance 2021 to 2022
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	155,465.00	165,767.00	6%	134.40	111.00	-17%
February	146,883.00	146,159.00	0%	116.60	96.80	-17%
March	159,400.00		#DIV/0!	145.60		-100%
April	226,144.00		#DIV/0!	125.70		-100%
May	179,453.00		#DIV/0!	118.30		-100%
June	144,334.00		#DIV/0!	126.40		-100%
July	142,697.00		#DIV/0!	128.30		-100%
August	146,248.00		#DIV/0!	132.90		-100%
September	162,428.00		#DIV/0!	130.40		-100%
October	175,723.00		#DIV/0!	111.90		-100%
November	180,930.00		#DIV/0!	98.20		-100%
December	174,412.00		#DIV/0!	119.30		-100%
Totals	1,994,117.00	311,926.00	-539%	1,488.00	207.80	-86%

2021-2022 Flows Comparison (m3)**2021-2022 Sludge Haulage Comparison (m3)**

Workorder Summary Report

Report Start Date: Feb 1, 2022 12:00 AM

Report End Date: Feb 28, 2022 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
2661288			1103, Fort Frances WPCP	OPER	Inspection	1	MONTHS	Snow Removal at Wastewater Treatment (1m) 1103	COMP	2/1/22 12:00 AM	3/7/22 07:02 AM	3/7/22 07:02 AM	
2672911	0000227376	PANEL ALARM/DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	2/1/22 12:00 AM	2/28/22 11:00 AM	2/28/22 12:00 PM	Dialer Test -We Test daily .
2672915			1103, Fort Frances WPCP	PM	Refurbish/Replace/Repair	1	MONTHS	Diesel Gensets Inspection/Functional Tests (1m) 1103	COMP	2/1/22 12:00 AM	2/28/22 09:00 AM	2/28/22 11:00 AM	Genset Maint. -We run under load for 1 hour.
2672931			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	2/1/22 12:00 AM	2/27/22 01:00 PM	2/27/22 02:00 PM	H&S Inspection -No new issues but the rust in the plow truck still not replaced.
2672942			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	2/1/22 12:00 AM	3/7/22 06:59 AM	3/7/22 06:59 AM	
2673266			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	2/1/22 12:00 AM	2/27/22 11:30 AM	2/27/22 12:30 PM	Blower Maint. -I changed oil and greased both blowers 3 & 4
2673274	0000246402	CENTRIFUGE GS2-2-1 TEACUP/GRIT SNAIL	1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting	PM	Inspection	1	MONTHS	Teacup Centrifuge Inspection/Service (1m/3m/1y) 1103	COMP	2/1/22 12:00 AM	2/27/22 07:45 AM	2/27/22 08:45 AM	Teacup Inspection -I inspected the teacup and found minimal debris.

Sewer & Water Data for 2022

up-dated April 1, 2022

Month	Days per month	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022-2021	2022-2021	2022	2022	Monthly Infiltration US Gallons
		Total	daily	Couch.	Couch.	Couch.	Total	daily	Couch.	Couch.	Couch.	Diff	Diff	Difference	Infiltration	
		Sewage	Sewage	Sewage	Sewage	Sewage	Treated	Treated	2 Water	2 Water	Water	Treated	Wastewater	STP-WTP	daily average	
		STP	STP	Meters	Meters	%	WTP	WTP	Meters	Meters	%	WTP	STP			
		cu. meters monthly	cu. meters daily	cu. meters monthly	cu. meters daily		cu. meters monthly	cu. meters daily	cu. meters monthly	cu. meters daily						
January	31	165767	5347.32	9178	296.06	5.54%	108550	3501.6	15229	491.2	14.03%	3190.0	10302.0	57217.0	1845.7	15,115,129
February	28	146159	5219.96	9649	344.61	6.60%	116300	4153.6	15229	543.9	13.09%	12410.0	-724.0	29859.0	1066.4	7,887,912
March	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-109120.0	-159400.0	0.0	0.0	-
April	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-99400.0	-226144.0	0.0	0.0	-
May	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-113290.0	-179453.0	0.0	0.0	-
June	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-135470.0	-144334.0	0.0	0.0	-
July	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-178930.0	-142697.0	0.0	0.0	-
August	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-139070.0	-146248.0	0.0	0.0	-
September	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-99820.0	-162428.0	0.0	0.0	-
October	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-96920.0	-175723.0	0.0	0.0	-
November	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-93590.0	-180930.0	0.0	0.0	-
December	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-102560	-174412.0	0.0	0.0	-
Total	365	311926		18827			224850.0		30457.0			-1152570.0	-1682191.0	87076.0	238.6	23,003,041
Monthly Average		155963.0	880.6	9413.5	53.4	6.07%	112425.0	637.9	15228.5	86.3	13.56%	-96047.5	-140182.6	7256.3	242.7	1916920.1

Frog Creek Station equipment failure reporting negative flows. Reported here as 0



March 29th, 2022

Mayor Caul and Council:

I began employment in this position in July of 2021 after a month of job shadowing with the retiring Prosecutor Gary Beck. I retired from the OPP last year after 27 years as a Detective, all in Fort Frances. I wish to thank the Town of Fort Frances for this opportunity and challenge.

For the months of July through December of 2021 I conducted prosecutions of 51 incidents. Forty (40) of these matters were dealt with through early resolution pleas, and ten (10) were resolved by the defendant agreeing to remit the monies for the original Provincial Offences Notice. One matter was decided at trial, after which a finding of guilt was registered by the Justice of the Peace. There have been no appeals filed, and two cases were referred to the Municipal Prosecutor in Kenora due to a conflict of interest for this Prosecutor.

COVID-19 has played a large role in how the court proceedings have functioned since Provincial Offences Act Court has been back in session. Zoom Court has been in place since the court re-opened in June of 2021 and we recently were approved to return to some in-person to allow proper access to the Justice system. Zoom Court will continue as an option over the foreseeable future, in-person will become more accessible as health concerns abate. A return to our satellite courts in Rainy River and Atikokan will be occurring in the spring of 2022.

The transfer of Part III/IV charges to the Municipality is in the process. I am scheduled for training in April through the Ministry in partnership with the Prosecutors Association of Ontario. The transfer will result in a substantial increase of workload to this position. I anticipate the transfer to occur towards the Fall as there are details that must be ironed out in the legal agreement.

I am available to answer any questions for Mayor and Council regarding this report.

Respectfully

Caroline J Spencer
POA Prosecutor
Town of Fort Frances/District of Rainy River.