

TOWN OF FORT FRANCES

AGENDA - November 13, 2012

COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre

(Session No. 73) 5:30 p.m. to 6:35 p.m.

Page

- 1. Call to Order**
- 2. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
- 3. Disclosure of pecuniary interest and the general nature thereof.**
- 4. In-Camera: 5:31 p.m. to 6:15 p.m.**
 - 4.1. Outstanding Water and Sewer Accounts.
 - 4.2. Claim for Indigent Burial.
 - 4.3. Appointments to Boards and Committees:
 - 1) Economic Development Advisory Committee;
 - 2) Citizen of the Year Committee;
 - 3) Museum and Cultural Centre Advisory Committee;
 - 4) Sister Betty Kennedy Centre Board of Management;
 - 5) Town of Fort Frances Police Services Board;
 - 6) Kiwanis Sunny Cove Camp Committee;
 - 7) Theatre Management Advisory;
 - 8) Traffic Safety Committee.
- 5. Non-agenda in-camera items**
- 6. Public Session Resumes in Council Chambers: 6:20 p.m.**
- 7. Consent Agenda: 6:17 p.m. to 6:23 p.m.**
 - 7.1. Request from George Armstrong Co. Ltd. - Purchase of portions of Pit Road #2 and Emo Road. 3 - 18
 - 7.2. Fort Frances Community Garden re: Request for Erection of Fencing and Filling of Water Tanks. 19 - 24
 - 7.3. Request from Residents of Green Manor - Designated On Street Parking Spaces on Shevlin Avenue. 25 - 27

	Page
7.4. Lease with CNR for Planting of Trees on Their Property.	28 - 42
7.5. Renewal of OCWA for the Operations and Maintenance of the Sewage Treatment Plant.	43 - 48
7.6. Renewal of Information Technology Consulting Contract with Darryl Allan.	49 - 51
7.7. 501 Sixth Street West - Rental Property.	52 - 57
7.8. By-Law 6/98 Pacific & Western Bank of Canada Debenture Assignment to Wells Fargo Equipment Finance Company.	58 - 64
8. Administration and Finance Division: 6:23 p.m. to 6:24 p.m.	
8.1. Mayor Roy Avis - Local Government Networking Session.	65 - 69
8.2. Councillor John Albanese - Local Government Networking Session.	70 - 72
8.3. Councillor Andrew Hallikas - NOMA Board Meeting.	73 - 74
9. Planning and Development Division: 6:24 p.m. to 6:29 p.m.	
9.1. Zoning By-Law Amendment Application - File 08/98-WW.	75 - 79
10. Information:	
10.1. Operations and Facilities Division Operations Statistics - Environmental Area - (September 2012).	80 - 83
10.2. 2012 Tonnage at Landfill Site - Updated November 1st, 2012.	84
10.3. Fort Frances Municipal Airport - Aircraft Landings and Jet Fuel Sales Recap as of November 1, 2012.	85 - 86
10.4. 2012 Reserve Funds.	87
10.5. Administration and Finance Department Stats for the period ending October 31, 2012.	88 - 89
10.6. Capital Fund Budget vs Actual - October 31, 2012.	90 - 94
10.7. General Fund (Operating) Actuals as at October 31, 2012.	95 - 97
10.8. October 2012 Complaint Register.	
11. Non-agenda items: 6:30 p.m.	

Planning & Development Executive Committee**Report**

Date: 2012 November 5th
To: Mayor & Council
From: Rick Hallam, CBCO, CRBO, Supt. Planning & Development Div.
Subject: Request from George Armstrong Company Ltd. re; Purchase of portions of Pit Rd. #2 & Emo Rd.

Council will recall that at their meeting held 2012 April 23rd the above noted request was referred to the PDEC for recommendation.

Since receiving the referral a somewhat lengthy review of the matter was undertaken which included;

- Consultations with adjacent property owners.
- Review by the Committee of Adjustments.
- Review by the Municipal Planner
- Review by the Manager of Operations & Facilities
- Consult with the town Clerk.

After receiving and considering all of the comment from the above noted, which included a suggested option to lease the land, PDEC recommend that the request be denied at this time.

Respectfully Submitted,
Planning & Development Executive Committee,

R. Hallam, CBCO, CRBO
Superintendent
Planning & Development Division

RECOMMENDED
PLANNING & DEVELOPMENT

DATE: 2012 NOV 5
DIV. MNG. R. Hallam
EXECUTIVE COMM. R. Hallam

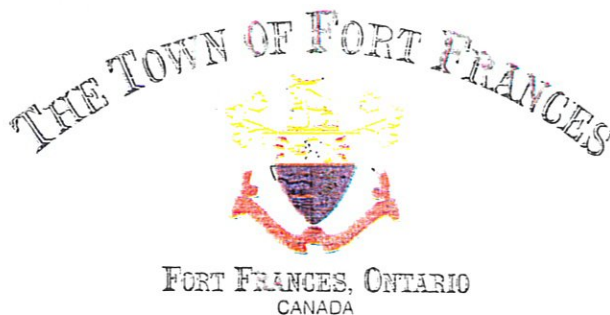
Council approval of this report will: Deny the request by George Armstrong Company Ltd. to purchase certain portions of Pit Rd. #2 & Emo Rd.



Administration & Finance Division
Civic Centre

Operations & Facilities Division
Fifth Street & Wright Avenue
Phone: 807-274-9893
Fax: 807-274-7360

Civic Centre
320 Portage Avenue
Phone: 807-274-5323
Fax: 807-274-8479
email: town@fort-frances.com



Planning & Development Division
Civic Centre

Community Services Division
740 Scott Street P9A 1H8
Phone: 807-274-4561

Mailing Address:
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

www.fort-frances.com

April 25, 2012

George Armstrong Co. Limited
Attn: Shane Armstrong, Vice President
Box 818
Fort Frances, Ontario
P9A 3N1

Dear Sir:

At the recent meeting of Council held Monday, April 23, 2012, the following resolution was approved:

"THAT the request from George Armstrong Co. Limited re: Purchase Proposal of a portion of Pit Road #2 and a portion of Emo Road be referred to Planning & Development Executive Committee for recommendation".

By copy of this letter, your request has been referred as directed.

Please direct any questions you may have to Mr. R. Hallam, Superintendent Planning and Development, at 274-5323, ext 252.

Processing your deposit cheque in the amount of \$576.80 is acknowledged. It will be held by our Treasurer until Council decides on the recommendation from the Planning and Development Executive Committee. At that time it will be either refunded to you or be deposited to the Town's funds to be applied to your credit on account to offset costs etc.

Yours very truly,

ADMINISTRATION & FINANCE DIVISION

G.W. Tremlin, AMCT, Clerk

GWT/kl

c.c. Planning & Development Executive Committee – ~~Attn: R. Hallam~~
L. Witherspoon, Treasurer



GEORGE ARMSTRONG COMPANY LIMITED
BOX 813
FORT FRANCES, ON, P9A 3N1, PHONE: (807) 274-3294 FAX: (807) 274-8469

SAND * GRAVEL * CRUSHED ROCK * DITCHING * EXCAVATING * READY MIX CONCRETE * EQUIPMENT RENT



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

ATTENTION: The Mayor and Council of The Town Of Fort Frances

RE: Purchase Proposal of a Portion of Pit Road #2 and Emo Road

Dear Mayor and Council,

George Armstrong Co. Limited is interested in the stop up, closure and purchase of a portion of the right-of-way away of Pit Road #2 from approximately 800 feet south of the intersection of Highway 11 and Pit Road #2 and Emo Road from the South Limit of Pit Road #2 westerly to the intersection with Oakwood Road. The approximate total length of both roads combined is 1800 feet and we believe the right-of-way width is 66 feet.

If successful, our company would place a gate at both ends of the proposed area.

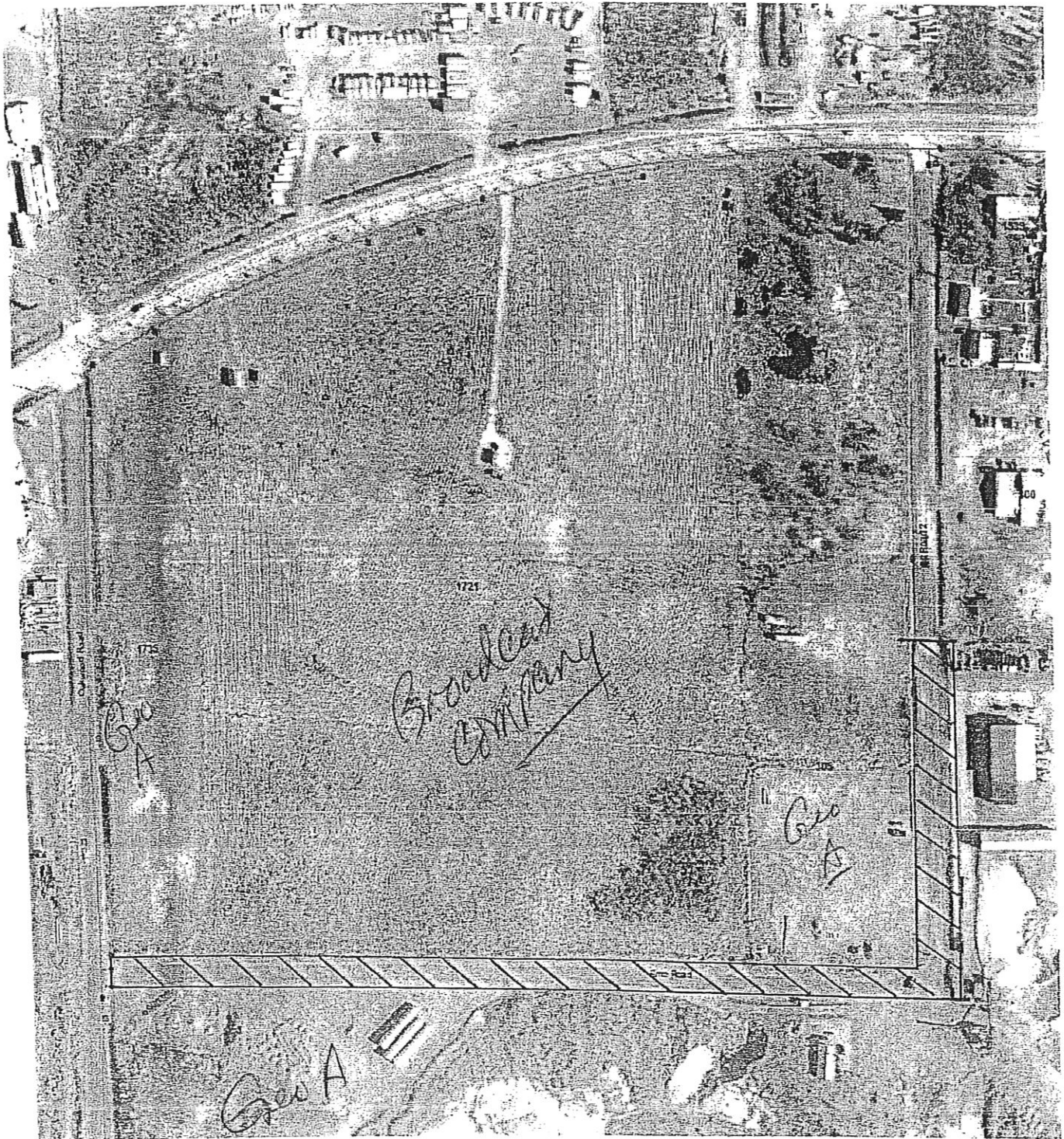
It is our understanding that the Town of Fort Frances has no buried infrastructure (ie. sewer, water) within the proposed area.

We understand that our company would be responsible to conduct the proper management of drainage within the proposed area so that no disruption is ever made to the existing water flow within the adjacent properties. We would enter into an agreement with the town to that effect.

We would also enter into an agreement with any local utility companies (ie. FFPC) so that they can maintain any of their infrastructure within the proposed area.

Thank you in advance for your consideration regarding this matter,

Shane Armstrong
Vice-President
George Armstrong Co. Limited



Memo

To: Planning and Development Executive Committee
From: Faye Flatt, Municipal Planner
Date: 14 June 2012
Subject: George Armstrong Co. Ltd
purchase proposal of portion of Emo Road & Pit Rd #2

A proposal to purchase a portion of Pit Road #2 and Emo Road was referred by Council to PDEC and subsequently referred for additional information and recommendation to the Committee of Adjustment and myself. This memo outlines information for your consideration and has three components. The first is the reason for the request based on my communication with Shane Armstrong. The second is an outline of the discussions by the Committee of Adjustment at the meeting held May 7th and the third is the issue from a planning perspective.

For your assistance I have attached a map generated from our GIS to show the subject land and ownership information (attachment #1) for adjacent lands. For greater clarity, I have produced an aerial view of the property (attachment #2), which also shows the zoning information. The majority of Emo Road under consideration is bordered by property zoned M1 (Light Industrial) on the north, and entirely zoned M3 (Extractive Industrial) on the south. The portion of Pit Road #2 under consideration is entirely contained within the M3 zone.

The Applicant - Mr. Armstrong has indicated to me (via email) that the main reason for the request is to keep the public out because "there is absolutely no reason for the public to pass through this area" and that they "constantly witness people racing up and down the roadway and doing power turns in front of their office", "creating very dangerous situations" with vehicles speeding around the corner unsafely while the company is "driving heavy equipment up and down the road". He also advises that if the request is successful, they would install a gate on Emo Road at Oakwood Road and another at Pit Road #2 at their north property line. Either one or both gates would be open during business hours but locked at night, as that is when most of the mischief occurs. In addition, Town or FFPC personnel would be permitted access at any time as required.

The Committee of Adjustment - One of the duties of the Committee of Adjustment is to make decisions on land division and zoning relief (among others). There were a number of concerns expressed by the Committee from the perspective of their mandate. Of primary concern was the potential future severance of the property to the north and whether or not access would be limited from King's Highway if access was subject to MTO regulations. It was also noted that the water in the quarry was

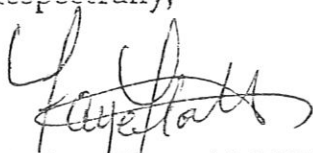
continually rising and erosion of the road would occur if it rose another 20 feet. Overall the Committee **did not support** the stopping up, closing and sale of the road allowance because there would be little benefit to the Town other than small revenue from the sale.

The Planning Department – I agree with the concerns expressed by the Committee of Adjustment in regards to future potential severance and access for the property to the north of the road allowance under consideration. For clarification I contacted Operations & Facilities Division to find out whether MTO would have any control or influence over installation of private crossings along that stretch of roadway. Mr. Brown advised that although the Town has jurisdiction over such issues, it is good practice to consult with MTO. As such, it appears that the installation of additional access may only be hindered in regards to the extra time needed for consultation.

In addition to future access, I note the following:

- Dead-end road - the stopping up, closing and sale of the requested road allowances would create a dead end situation and hinder road maintenance
- Liability - although the water in the quarry has risen over the past few years, it is anticipated to take a number of years yet before it reaches the road. However, it would appear prudent to question whether or not the Town would have any liability should someone drive off the road into the quarry.
- Zoning Compliance - A minimum sideyard setback of 15 metres is required in an M3. From the aerial view it appears that the setback provided is insufficient to comply with this requirement but as a use that has existed since prior to zoning, it would be permitted to remain. Disposition of the road allowance to the owner to the south would, in all likelihood, alleviate this concern.
- The approximate area of the subject land is 108,637 sq. ft. The User Fee By-Law (#67/11) indicates a sale price for this type of property of \$1.00/sq. ft. (or as directed by Council).

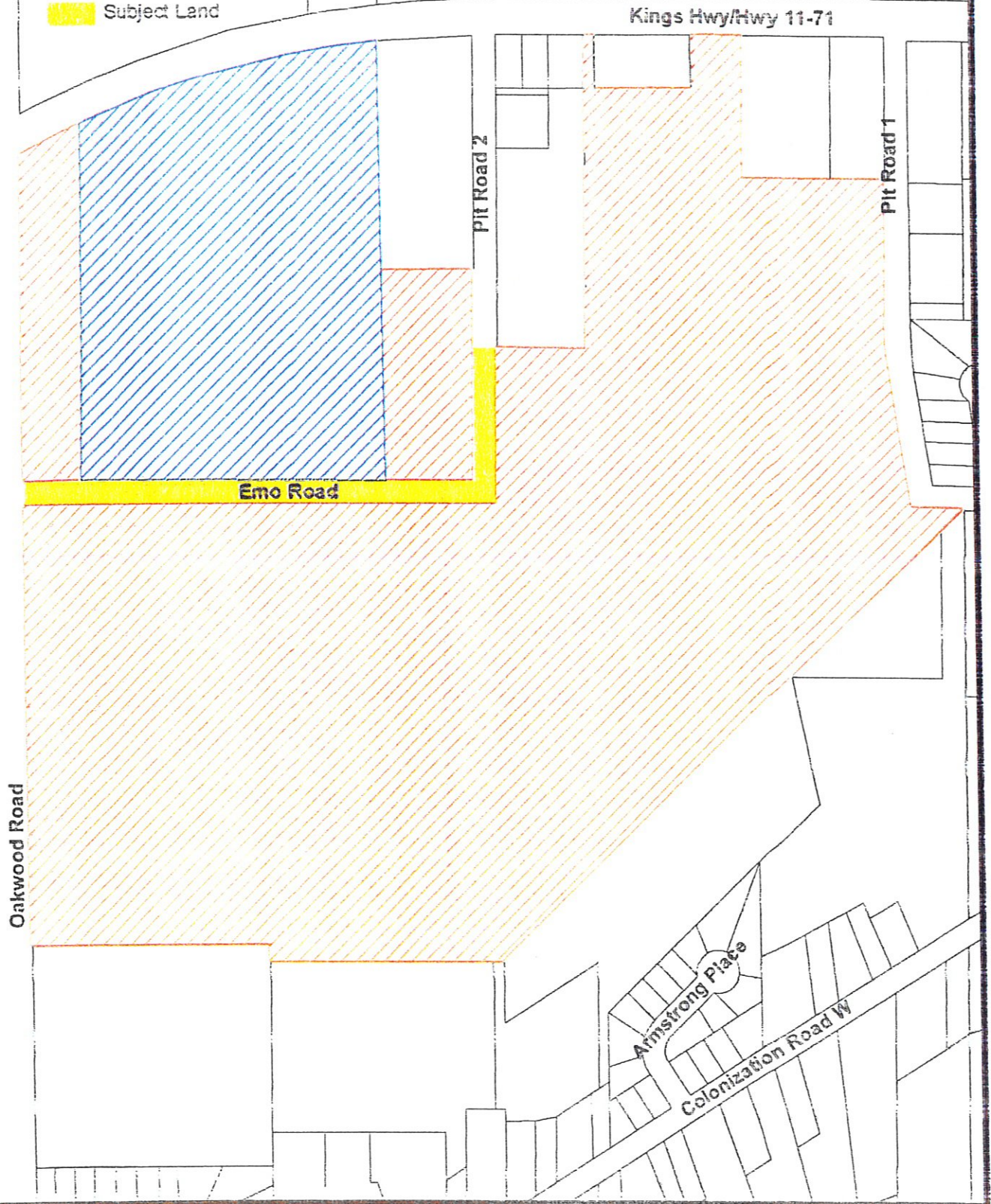
Respectfully,

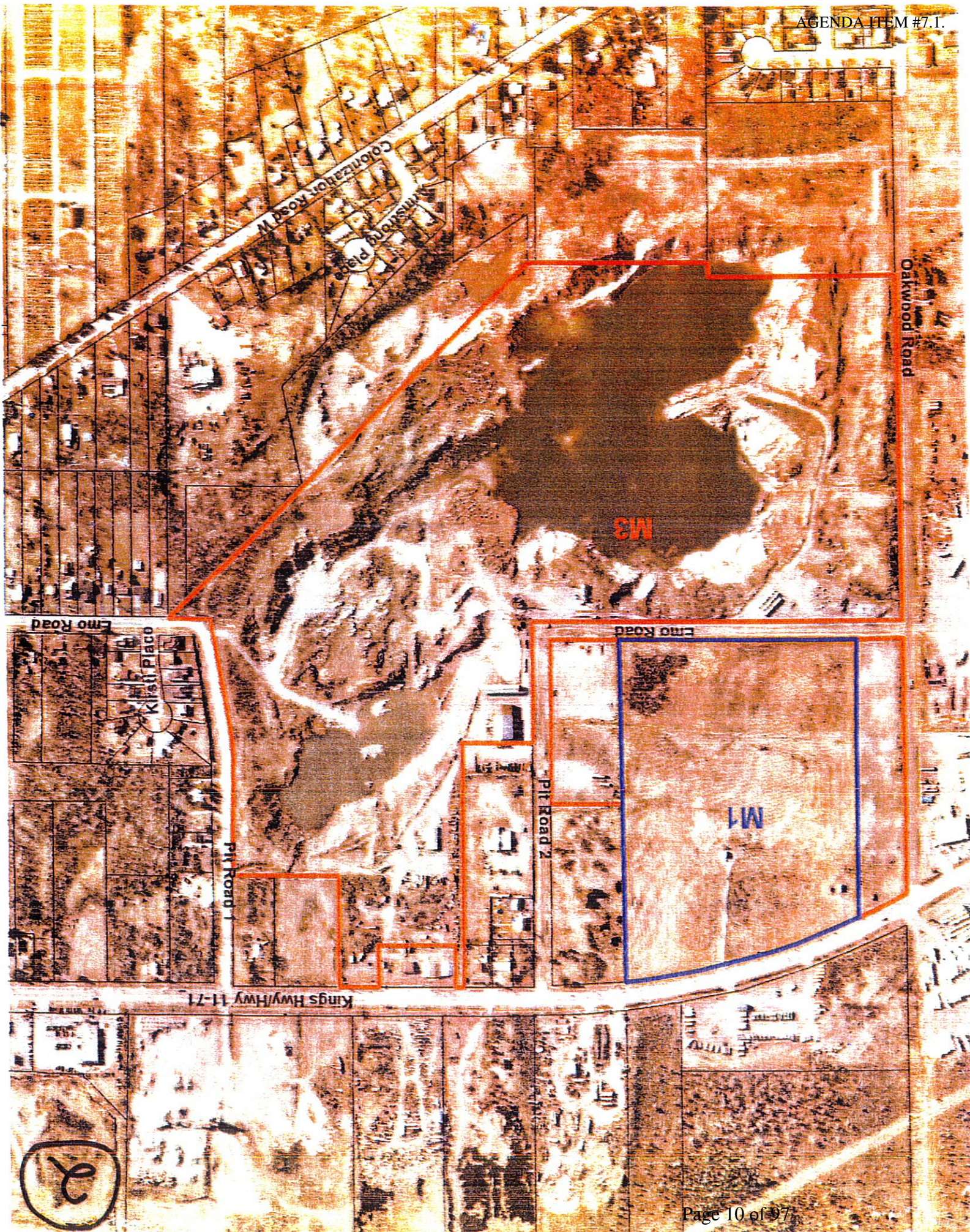


N. Faye Flatt, AMCT, ACST, CTP
Municipal Planner

Legend

-  Owner #1
-  Owner #2
-  Subject Land





REPORT

To: Mayor and Council
From: Faye Flatt, Municipal Planner
Date: 20 June 2012
Re: George Armstrong Co. Ltd
purchase proposal of portion of Emo Road & Pit Rd #2

Municipal Planner Report #2012-007

Purpose:

The purpose of this Report is to obtain direction from Council on a request by George Armstrong Co. Ltd. to have stopped up, closed and sold to it the portion of Emo Road and Pit Road #2 depicted on attachment #1.

Background:

A proposal to purchase a portion of Pit Road #2 and Emo Road was referred by Council to the Planning & Development Executive Committee (PDEC), who subsequently referred the matter for additional information and recommendation to the Committee of Adjustment and myself.

At its meeting held June 18th, the issue again came to the PDEC table and at that time received a memo from this writer (copy attached) setting out the reasons the applicant wanted the property, the concerns of the Committee of Adjustment and other information from a planning perspective.

PDEC discussions indicated support for the noted concerns but understanding as well of the difficulty noted by the applicant in regards to troublesome vehicular traffic and safety. Of particular note, and the unanswered question in all discussions, was what benefit, if any, the Town would realize by stopping up, closing and selling the road allowance.

Based on all of the information considered by PDEC, it was thought to be in the best interest that the Town retain the road allowances and that the property could instead, as a compromise, be leased to the proponent that would not only place the property under the care and control of the interested party and permit lockable gates to be installed to limit traffic, but that could also set out the obligations and responsibilities in regards to the property (ie conditions re access, emergencies, maintenance, etc.).

It was also noted that before anything else was done, it would be necessary to have further discussions with Mr. Armstrong to see whether there was an interest in the proposal. Discussions

would be necessary with the adjacent property owners to ensure their property was not adversely affected by the proposal.

Recommendation:

At this time the Planning & Development Executive Committee is recommending that further communication take place with George Armstrong Co. Ltd. And adjacent property owners to, in the first instant, determine the viability of a lease and, in the second instant, ensure transparency in the process and no adverse affect on other properties.

Respectfully Submitted



F. Flatt, AMCT, ACST, CPT

Municipal Planner

Council Approval of this Report Will: Authorize further communications with the interest party and adjacent owners to determine the interest of leasing rather than purchasing the portions of Emo Road and Pit Road #2 and ensure no adverse affect on any of the properties.

RECOMMENDED
PLANNING & DEVELOPMENT
DATE: 2012 JUNE 21
DIV. MNG. R. Hallam
EXECUTIVE COMM. R. Hallam

REPORT

To: Planning & Development Executive Committee
From: Faye Flatt, Municipal Planner
Date: 27 September 2012
Re: Emo Road & Pit Rd #2 (portion)
Request to Purchase

Municipal Planner Report #2012-013

This is an update to previous information provided regarding a request to purchase a portion of Pit Road #2 and Emo Road that was referred to the Planning & Development Executive Committee (PDEC).

On June 18th, PDEC received a memo setting out the reasons for the request along with the issues noted by the Committee of Adjustment as well as other information from a planning perspective.

PDEC indicated support for the concerns of Mr. Armstrong but in all discussions the unanswered question was what benefit the Town would realize by stopping up, closing and selling the road allowance. During discussions it was suggested that rather than sell the property, the Town retain the road allowances and lease it to the proponent. The issue of access and gates could be included in the lease agreement.

It was also noted that further discussions should be had with Mr. Armstrong to see whether a lease would accomplish what he wanted and also with adjacent property owners to ensure their property would not be adversely affected.

Update:

Shane Armstrong expressed that although his preference was to purchase the property, a lease would probably accomplish his goal of eliminating nuisance traffic. He stated he wanted the Town to name the price when he was asked what he was willing to offer for the road allowance.

Acadia Broadcasting owns the abutting land to the north. I contacted Leo Melanson, the local manager. Initially he advised that Acadia had no use for the property nor any issues with it being sold but suggested a conference call with himself and the VP of real estate. A couple days later when I spoke with him and Jim MacMullin, I was advised that Acadia would like the option of buying half of the road allowance. A copy of the follow-up email from Mr. MacMullin is attached. He also would like the Town to state a price rather than make an offer.

The Clerk advises that in regards to requirements for notice, etc. a long term lease is the same as if it were stopped up and disposed of. I note as well that whether leasing or selling, a reference plan survey would be required to identify the property for description purposes.

The main difference between leasing and selling, other than the price, would be that although enforcement may be an issue, conditions could be imposed on a lease where it is more difficult for a sale.

I contacted the Ministry of Labour to enquire as to compliance issues on file regarding this quarry and was advised that there were no outstanding issues. It was noted that the MOL setback for a quarry is 6 metres where the zoning requirement is 30 metres.

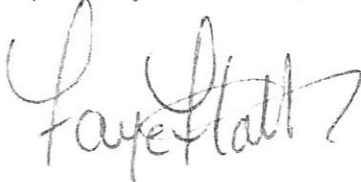
By-Law 23-95 sets out the requirements and options for disposing of municipal property including the method of notice given, the method of sale and determination of sale price. By-Law #67-11 (User Fee By-Law) indicates a sale price for this type of property of \$1.00/sq. ft. or otherwise as directed by Council. The approximate area of the subject land is 108,637 sq. ft.

Considerations:

This report does not contain a recommendation, however does include the following options for consideration:

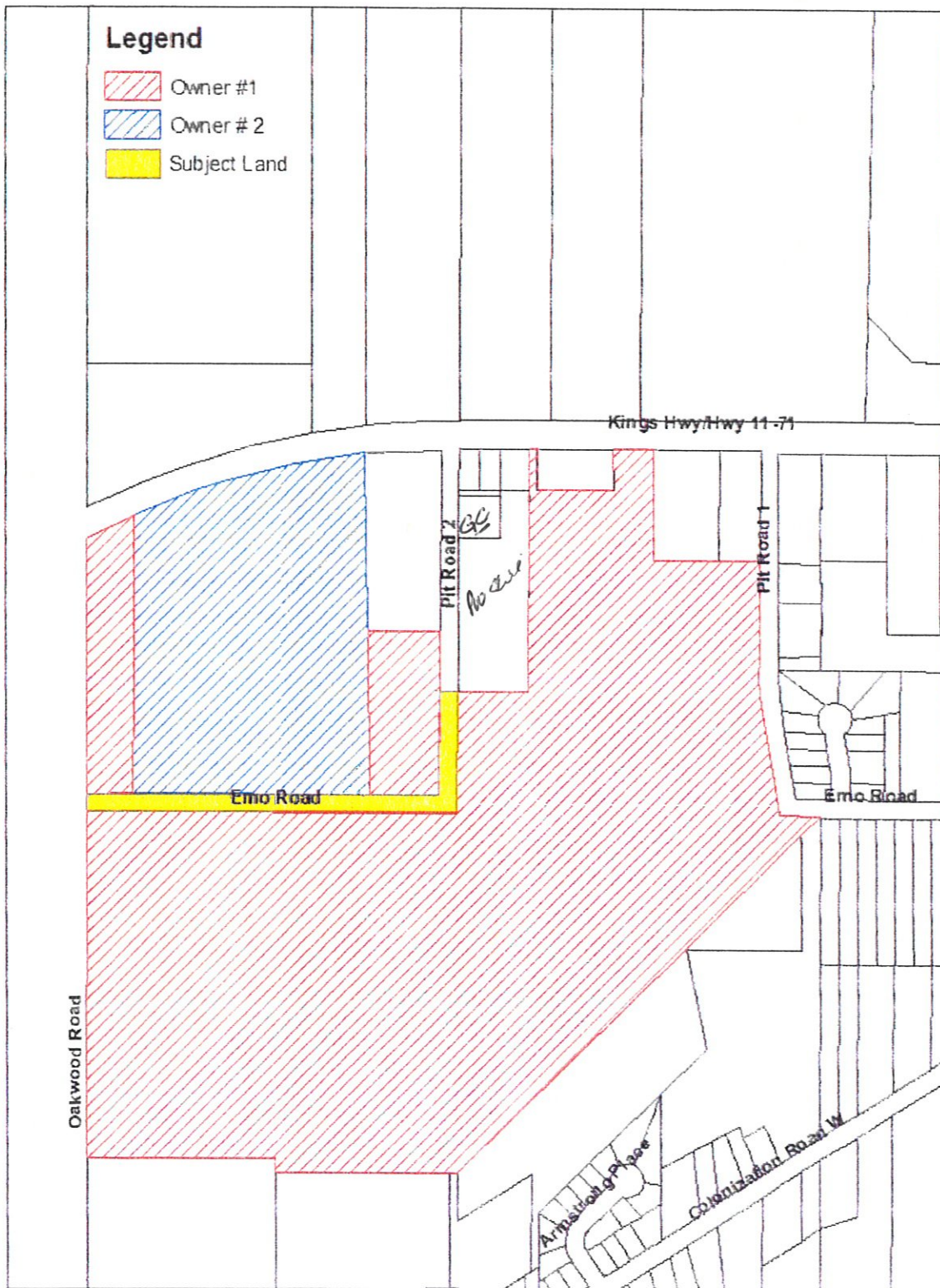
1. To sell, lease or keep – Should the Town retain the property or stop up, close and either sell it to one or both abutting property owners, or lease it to George Armstrong Co. Ltd.?
2. Imposing conditions – Should the sale or lease be subject to any conditions such as providing access to town or other officials as/if needed?
3. Benefits of disposing – what, if anything, will the Town benefit from selling? leasing?
4. Price – What is the best method of determining a price for sale, or lease?

Respectfully Submitted,



F. Platt, AMCT, ACST, CPT

Municipal Planner





"MacMullin, Jim"
<macmullin.jim@radioabl.ca>

To "fflatt@fort-frances.com" <fflatt@fort-frances.com>

cc

09/11/2012 07:00 AM

bcc

Subject Re: Emo Rd/Pitt Rd #2

Faye,

Following our call yesterday afternoon I spoke again with the engineer and property management group of our company. The one major item that came up was a question regarding the sale of the 20 meters of property. In their experience dealing with similar transactions they usually receive an offer as an adjacent property owner to buy an equitable share of the parcel in question. In this case for example they would like to know if we have the option of buying half or 10 meters bordering our land and if so what would the asking price be. There was also some concern about the quarry infringement on the road reaching our property line.

If you could look into this and get back to me I am sure we can finalize this quickly.

Thank You

Jim MacMullin

"Through the creative force and integrity of our people, being relevant and engaging communities, we lead the way!"

On 12-09-10 1:37 PM, "fflatt@fort-frances.com" <fflatt@fort-frances.com> wrote:

>Attached for your reference is a map generated from our GIS to show the
>property.

>

>(See attached file: Emo Rd @ Pit Rd 2 - ownership.jpg)

>-----

>N. Faye Flatt, AMCT, ACST, CPT

>Municipal Planner

>Town of Fort Frances,

>www.fort-frances.com/departments/planning-zoning

>(ph) 807-274-5323 ex. 275

>(fax) 807-274-8479

>

>

>

>

>

>

>

"MacMullin, Jim"

October 29, 2012

Report To: Planning & Development Executive Committee

From: Doug Brown, Manager Operations & Facilities

SUBJECT: George Armstrong Co. Ltd. Purchase Proposal for a Portion of Pit Road No. 2 & a Portion of Emo Road

On Tuesday, October 23, 2012 I reviewed the Planning & Development information in regards to George Armstrong Co. Ltd. purchasing a portion of Pit Road No. 2 and a portion of Emo Road.

It is my understanding that the Operations & Facilities Division administration was to provide input in regards to the existing municipal infrastructure along these sections of roadways.

There are no water and sanitary sewer infrastructure along these sections of roadways. The roadways mostly abut George Armstrong Co. Ltd properties, however a portion of Emo road abuts the property owned by Northwoods Broadcasting Ltd. Presently the service road for the existing tower is off of King's Hwy. 11-71 (North side of the property).

There are two (2) issues that need to be addressed;

- 1) **Pit Road No. 2** – the existing roadway ditches drain south from King's Hwy. 11 – 71 to the Armstrong property where two (2) culverts drain into the Armstrong property in an easterly direction. An arrangement should be developed with George Armstrong Co. Ltd. where they would be responsible to ensure the drainage ditches on their property are cleaned or maintained on a regular basis to ensure the water from Pit road No. 2 roadway ditches is constantly flowing to the east with no water standing water in these ditches. See attached drawing of existing culverts.
- 2) **Emo Road** – Northwoods Broadcasting should be approached to ensure they don't have any expansion plans to develop a service road or access road off of Emo Road. They will be losing road access to the south side of their property and probably should be informed.

In closing surface water drainage in the area is very poor, where the Town must ensure that proper drainage for public roads is maintained at all times.

Respectfully submitted,
Operations & Facilities Division

A handwritten signature in cursive script that reads "Doug Brown".

Doug Brown, P. Eng.
Manager Operations & Facilities

2012OctoberArmstrongtopurchaseroads



Report

Planning & Development Executive Committee

Date: 2012 November 5th
To: Mayor & Council
From: Rick Hallam, CBCO, CRBO, Supt. Planning & Development Div.
Subject: Fort Frances Community Garden re; Request for the Erection of Fencing and filling of water tanks

Council will recall that at their meeting held 2012 July 4th Council referred the above noted request to the PDEC for recommendation with input from the OFEC.

This matter was spoken to at the PDEC meeting held 2012 September 17th, at which time the PDEC received comment from attending members of the public which included for members of the FFCG group as well as some adjacent property owners. At that meeting PDEC deferred the matter until such time as staff could consult with the Town's insurance providers and look further into the matter.

PDEC have received comment from the Town's insurance provider, as well as OFEC, and have met with staff and discussed the issue.

Part of the discussion included the existence of the temporary fencing at the site, specifically whether or not it should be removed or allowed to remain with a condition that it have reflective tape affixed to it to alert those transiting the area at night. This area is used extensively during winter months by persons on snowmobiles. As only two members of the PDEC were physically present at the meeting, (*Councillor Tibbs joined the meeting by speaker phone*), Town Clerk Glenn Treftlin advised the committee that only those physically present could vote on an issue. The committee were divided with respect to the existing temporary fencing and have deferred to the Committee of the Whole to decide this matter.

As to the request made by the FFCG Group, the PDEC recommend that the request to erect permanent fencing at the site be denied at this time pending the outcome of the permanent re-zoning of the property. As Council is aware, there is a temporary use by-law in effect on this property which expires in August 2013.

As to the request made by the FFCG Group for the filling of their water tanks by Operations & Facilities Division, the PDEC recommend that this request be denied for reasons stated in the OFEC response to the request.



2012 November 5th
Fort Frances Community Garden Group

Respectfully Submitted,
Planning & Development Executive Committee,



R.Hallam, CBCO, CRBO
Superintendent
Planning & Development Division

Council approval of this report will: a) deny the request to fence the property at this time pending the outcome of the permanent re-zoning of the property and, b) deny the request to fill water tank reservoirs and, c) defer the matter of the removal of the temporary fencing to the Committee of the Whole for their decision.

RECOMMENDED
PLANNING & DEVELOPMENT
DATE: 2012 Nov 5
DIV. MNG. R. Hallam
EXECUTIVE COMM. R. Hallam

Agenda Item # 2.3

JUL 13 2012

396 Scott St.
 Fort Frances, ON
 P9A 1G9
 807-274-9827
knielson@nwhu.on.ca

Mayor & Council
 Town of Fort Frances
 322 Portage Ave.
 Fort Frances, ON
 P9A 3P9

July 4, 2012

Re: Community Garden

On behalf of the Community Garden Committee, I'd like to take the opportunity to thank the Town of Fort Frances for their support and direction provided thus far. The garden has been enjoying a successful second season and would like to thank the Town of Fort Frances for allowing this project to happen. In respect to ensuring continued success of the Community Garden project, our Committee would like to propose the following items:

First of all, we recognize that our current land use agreement will end after next year. As the project has found much success to date, we do hope to see it continue in the future. In the interest of this, we would like to set the application process of extending the land use agreement in motion as soon as possible. We would like to request direction as to how to proceed in doing this.

Secondly, one of the frustrations that gardeners are dealing with is deer eating the growing crops. The deer have been in the garden already this year, helping themselves to various items. In an attempt to eradicate this concern, the Community Garden Committee would like to request permission from the Town of Fort Frances to erect 2 fences on the Lillie Ave Garden property (one around each garden area). The fences would be constructed of 6' galvanized wire secured to metal stakes. Additionally, 4 gates would be included in the fence to allow easy access to the garden plots. The described fence would be located on the property as shown on the enclosed site plan, marked as "A" and "B". Specific measurements of the fences would be as follows: Fence "A" 88.5' along Lillie Avenue (flush with the garden) x 162'; Fence "B" 80' along Lillie Avenue (flush with garden) x 143'. The described fences would allow room for water reservoirs to be placed next to the garden while still being enclosed in the fencing. We would like the town of Fort Frances to consider allowing these fences to be permanent for the duration of the land use agreement. Our committee would ensure that the fences are clearly marked and visible during the winter months. Allowing the fences to remain in place will prevent snowmobilers from driving through the garden plots in the winter and would also eliminate many hours of labour that would be involved with taking the fence down and re-constructing it in the future.

Finally, the Community Garden Committee is looking into possibilities to keep our water reservoirs filled at the garden. We have 6 water reservoirs for our gardeners to use to water their plots. We would like to request that the town consider filling these reservoirs once per week.

Agenda Item # 2.3

If the Town of Fort Frances requires any additional information or clarification regarding any of the above mentioned proposals, please contact Krista Nielson at 274-9827, or Megan Bale at 274-3131. Thank you in advance for your time and consideration of our proposals.

Sincerely,

A handwritten signature in cursive script, appearing to read "Krista Nielson".

Krista Nielson
On behalf of the Community Garden Committee

Encl.

August 15, 2012

Report To: Planning & Development Executive Committee

From: Operations & Facilities Executive Committee

SUBJECT: Letter Dated July 4, 2012 from Krista Nielson – Community Garden Committee



The letter dated July 4, 2012 from Krista Nielson was reviewed at the August 22, 2012 Operations & Facilities Executive Committee meeting. The Operations & Facilities Executive Committee was to provide input to the Planning & Development Executive Committee.

The Operations & Facilities Executive Committee provides the following comments;

- 1) **Erection of temporary fencing around the two gardens** - There is no concerns other than the community garden organization shall assume all liabilities should an accident occur as a result of the erected fence on the town property. Also the Town's insurance carrier and lawyer should be consulted to ensure no additional costs or liabilities will result to the Town as a result of erecting of the proposed fencing.
- 2) **The Supply of Equipment and Manpower to fill up 6 – 1 cubic meter water containers on a weekly basis** - Presently the Operations & Facilities Division has two pieces of equipment available to transport water and fill the 6 water containers at the garden site. The Parks water truck and the Public Works sanitary sewer flusher truck. Both of these pieces of equipment are well utilized through the growing season. Also there are costs associated with performing this task on a weekly basis. Also to supply manpower on a weekly basis is a major commitment where there are times during the summer work season where no manpower would be available to perform this task. As a result the Operations & Facilities Executive Committee does not support this request for in-kinds services.

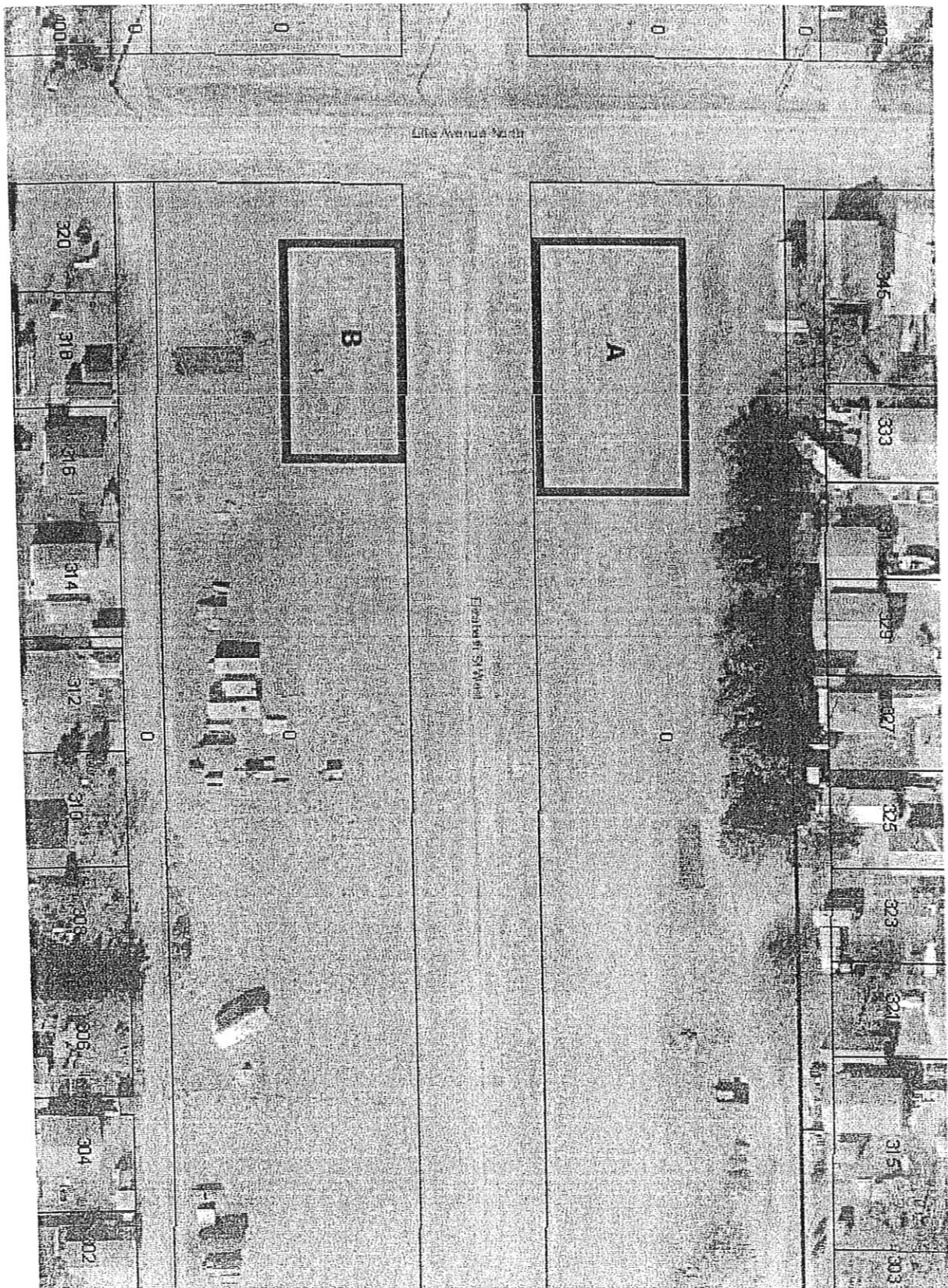
In closing the Operations & Facilities Executive Committee is of the general opinion that the community garden is a voluntary based organization where the community gardeners utilized the Town property to grow products that benefits the gardeners. There should be no additional costs to the community as a whole.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Wiedenhoef'.

Rick Wiedenhoef, Chairman
Operations & Facilities Executive Committee

Agenda Item # 2.3



Planning & Development Executive Committee

Report

Date: 2012 November 5th
To: Mayor & Council
From: Rick Hallam, CBCO, CRBO, Supt. Planning & Development Div.
Subject: Request from residents of Green Manor re; Designated on street parking spaces on Shevlin Ave.

Council will recall that at their meeting held 2012 October 9th, Council referred the above noted request to the PDEC for recommendation.

A similar such request was received from the residents of Rose Manor in 2002. At that time Council approved a recommendation that included an offer to create a loading zone at Green Manor along Shevlin Avenue. As the Rainy River District Social Services Administration Board (RRDSSAB) are the owners of the building the offer was forwarded to them. The RRDSSAB did not respond to the offer at that time.

PDEC are of the consensus that the creation of two "loading zone" spaces on Shevlin Avenue properly signed would provide for the residents needs for attendance of emergency vehicles or taxi pick up etc.

PDEC recommend that Council re-state the offer to the RRDSSAB to create two loading zone spaces along Shevlin Avenue adjacent to the front entrance to the building. The Town of Fort Frances User Fees By-law provide that an annual fee be levied for such spaces. At this time the fee is \$363.30 per space. A 1% increase has been proposed for 2013.

Respectfully Submitted,
Planning & Development Executive Committee,

R. Hallam, CBCO, CRBO
Superintendent
Planning & Development Division



2012 Nov. 5th
Green Manor Request for parking spaces.

Council approval of this report will; a) approve the creation of two loading zone spaces along Shevlin Avenue adjacent to the front entrance of Green Manor and, b) direct that the offer to create the spaces be forwarded to the RRDSSAB and, c) direct that a request be made to the RRDSSAB provide a formal reply to the offer.

RECOMMENDED
PLANNING & DEVELOPMENT
DATE: 2012 NOV 5
DIV. MNG. R. Hallam
EXECUTIVE COMM. R. Hallam

To the Mayor & Council
members



Dear Folks

I'm writing this letter on behalf of us tenants at Green Manor.

This is in regards to the road in front of Green Manor, Sherlin Ave.

Would it be possible to have a couple of signs put up for us to reserve space just for us.

This would enable the Medi Van, Ambulance or vehicles to pick us up or drop us off in front of the sidewalk that leads out to road. With ample space to pull up without any interference with other vehicles parking there.

Now with winter approaching us it's harder yet with snow banks.

There is a lot of traffic on this road (Avenue) and no sidewalks so going straight out from the front door to the Reserved Parking space would be much safer and harder.

Thank you

Yours truly

Ruth Kinard Olson

you can contact me by phone 274-4380

or Freda (Guill) - 274-6554

or write me Ruth Olson

apt 207 - 901 Sherlin Ave

Text Frances Oxt. P9A3P2.



November 7, 2012

Report To: Mayor & Council

From: Doug Brown, Manager Operations & Facilities

SUBJECT: Lease with CNR for Planting of Trees on their Property

Back in May of 1989, the Town entered into a lease agreement with CNR to allow the Town to plant trees on CNR property (35 feet by 1135 feet) just south of the Fifth Street ROW between York Avenue and Webster Avenue. See attached drawing showing the CNR property in question. The cost back in 1989 was \$ 250 (GST extra) per year to lease the CNR land and the Town would be responsible to pay all property taxes. See attached copy of the original lease agreement. In May of 1992 the cost to lease the property was increase by CNR to \$300 per year. However, there has been some dispute over the tax rate for this property since 2006 as the Town is exempt from property taxes. The Town and CNR staff has been trying to get the leased property exempt from property taxes and it appears that this will occur in the near future

At this time CNR is requesting that the lease be amended or modified where the cost would be increased to \$ 500 (HST extra) per year for a 5-year term commencing on May 1st, 2013 to April 30, 2018. See attached information.

The Operations & Facilities Executive Committee recommends the following:

- 1) Administration try to negotiate will CNR officials where there is no requirement for the Town to lease above mentioned CNR property in the future as the trees are beneficial to both parties.

- 2) Should negotiation as outlined above fail, that prior to the Town renewing the original lease that CNR will ensure that the property in question is changed to a tax exempted status as the Town is not required to pay property or land taxes for municipal services or infrastructure within Town limits.
- 3) Should negotiation as outlined above fail, that the Mayor and Clerk be authorizing to amend the original 1989 lease agreement for a 5-year term commencing May 1, 2013 to April 30, 2018 where the cost per year would be \$ 500 (HST extra) on behalf of the Corporation of the Town of Fort Frances.

Respectfully submitted,
Operations & Facilities Division

Doug Brown

Doug Brown, P. Eng.
Manager Operations & Facilities

RECOMMENDED

NOV - 7 2012

DIV. MNG.

EXECUTIVE COMM.

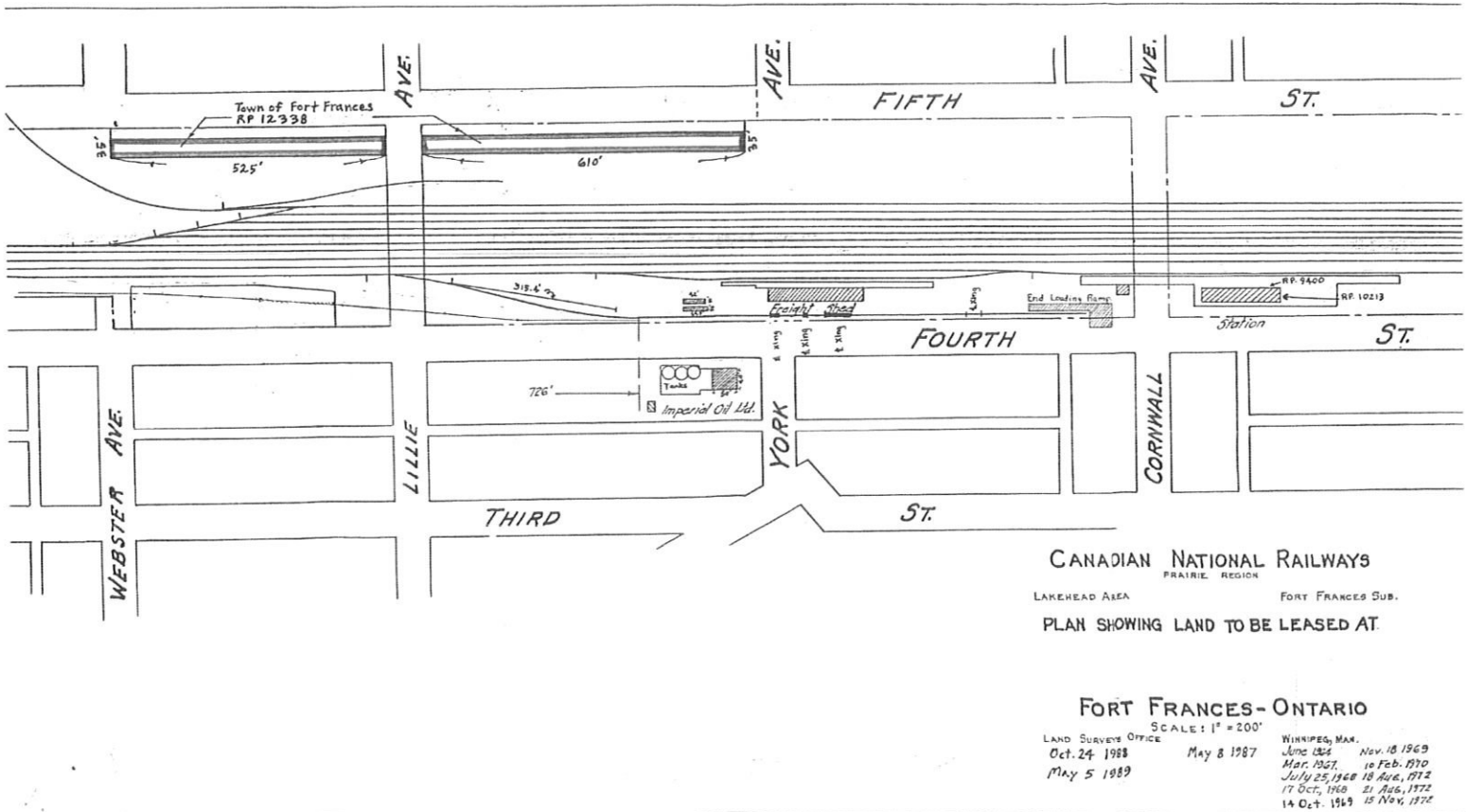
Doug B.

R. Wudenhoff

Council approval of this report will ensure the following:

- 1) Administration try to negotiate will CNR officials where there is no requirement for the Town to lease above mentioned CNR property in the future as the trees are beneficial to both parties.
- 2) Should negotiation as outlined above fail, that prior to the Town renewing the original lease that CNR will ensure that the property in question is changed to a tax exempted status as the Town is not required to pay property or land taxes for municipal services or infrastructure within Town limits.
- 3) Should negotiation as outlined above fail, that the Mayor and Clerk be authorizing to amend the original 1989 lease agreement for a 5-year term commencing May 1, 2013 to April 30, 2018 where the cost per year would be \$ 500 (HST extra) on behalf of the Corporation of the Town of Fort Frances.

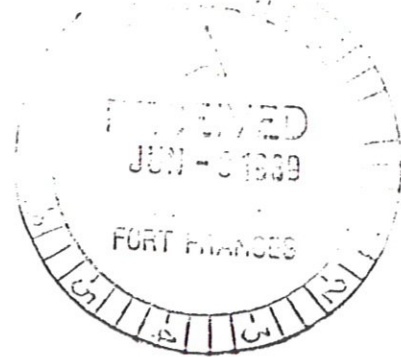
2012NovemberCNRtreeplantinglease.doc



5 June 1989

Our file: RP 12338 Fort Frances

Town of Fort Frances
P.O. Box 38
Fort Frances, ON
P9A 3M5



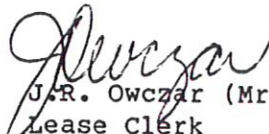
Attention: G. W. Treftlin, Clerk

Re: License RP 12338 - Tree Planting Site - Fort Frances, ON

With reference to previous correspondence regarding the above captioned license agreement, enclosed for your records is a fully executed duplicate original of the new license dated 01 May 1989.

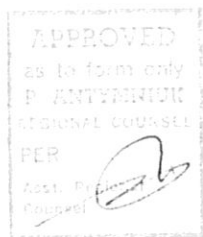
Yours truly,

→ Glenn


J.R. Owczar (Mrs.)
Lease Clerk
(204) 988-8409

JRO/cf7886c(0475c)
Encl.

PERMISSION is hereby given by:



CANADIAN NATIONAL RAILWAY COMPANY

(hereinafter called the "Company")

- to -

THE TOWN OF FORT FRANCES

(hereinafter called the "Licensee")

to use certain lands of the Company (hereinafter referred to as the "premises") at Fort Frances, in the Province of Ontario, for the purpose of planting trees thereon, the said premises being shown outlined in red on the attached plan which forms part hereof.

ON THE FOLLOWING TERMS AND CONDITIONS:

THE LICENSEE AGREES:

1. To use the premises for the purpose of planting trees only and for no other purpose.
2. To keep the premises in a neat and tidy condition, and to allow no refuse of any nature to accumulate on the premises or in the vicinity thereof.
3. That all persons entering upon the premises or other lands of the Company for any purpose connected with the privileges herein granted shall do so at the entire risk of the Licensee and the Licensee shall at all times indemnify and save harmless the Company from and against all loss, expense or damage arising from any negligence of the Company, its servants or agents, and from and against all claims and demands, loss, costs, actions, suits or other proceedings by whomsoever made, brought or prosecuted, whether arising by reason of accidents, damages or injuries to persons (including the Company's servants or agents) or to property or otherwise, in any manner based upon, occasioned by, arising out of, or attributable to the existence of these presents, or any privileges granted, or action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, and the Licensee hereby waives as against the Company all claims and demands of whatsoever nature or kind, whether arising directly or indirectly out of the existence of these presents or any privileges granted or action taken or things done by virtue hereof.
4. To obtain and keep in force during the continuance of this License, at its own cost and expense, comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000),

- 2 -

any one occurrence, to protect both the Licensee and the Company from any claim by whomsoever made, against bodily injury, death and/or property damage, attributable to the exercise by the Licensee or others of any of the rights herein granted, or in any manner arising out of the existence of this License. The policy shall name the Company as an additional assured and shall contain a cross liability clause protecting each name assured as if separately insured, and the policy shall be extended by endorsement to cover the liability assumed by the Licensee under the terms of this License. The policy shall also be endorsed to provide that 30 days' advance notice in writing will be given to the Company of cancellation or any changes which modify the coverage thereunder.

5. To pay to the Company for the privileges herein granted the sum of Two Hundred and Fifty Dollars (\$250.00) per annum, payable in advance, effective from the date hereof.

6. To pay all lawful rates, taxes and assessments that may during the existence of these presents become payable in respect of the premises, including but without limitation of the generality of the foregoing, taxes assessed for local improvements, and business taxes.

7. To undertake the responsibility for and the entire expense of planting the trees, ensuring in each case that underground facilities (i.e. pipes, wires, etc.) remain undisturbed both during planting and in the future as roots grow.

8. That deciduous trees (only) shall be planted on that portion of the premises along Fifth Street West.

9. That all trees shall be trimmed on a regular basis in order to prevent interference with overhead power and/or telephone lines.

10. That road access onto the Company's property at Lillie Street from Fifth Street West shall not in any way be interfered with or blocked by trees.

11. In order to maintain sight lines at the public crossing at the intersection of Webster Avenue and Fifth Street West, no trees whatsoever shall be planted west of the first pole east of Webster Avenue.

12. Not to assign or sublet this License, nor any of the privileges herein granted, without the consent in writing of the Company.

13. That this License shall continue in effect for a period of one year from the date hereof, and thereafter from year to year, subject to cancellation at any time by either party giving to the other thirty (30) days' notice in writing.

IN WITNESS WHEREOF the parties hereto have duly executed this License as at the first day of May, 1989.

) CANADIAN NATIONAL RAILWAY COMPANY
)
)
)
)
)
)
)
)
)
)

[Signature]

(Witness)

A. E. Campbell

THE TOWN OF FORT FRANCES

[Signature]

MAYOR

[Signature]

CLERK

DATED.....1st May.....A.D.1988.

CANADIAN NATIONAL RAILWAY COMPANY

- and -

THE TOWN OF FORT FRANCES

LICENSE

File No.: RP 12338 Fort Frances

P. ANTNYNIUK
Regional Counsel
Canadian National Railways
Winnipeg, Manitoba

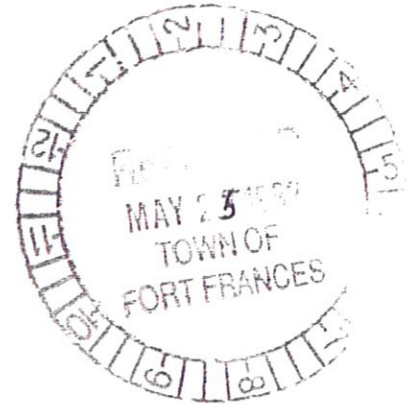


10004-104 Avenue
Edmonton, Alberta
T5J 0K2

10004-104^e avenue
Edmonton, Alberta
T5J 0K2

May 13, 1992.

Our File: RP 12338



DOUBLE REGISTERED MAIL.

Town of Fort Frances
P.O. Box 38
Fort Frances, Ontario
P9A 3M5

Dear Sirs:

Reference is made to your lease designated No. RP 12338, covering a Tree Planting Site at Fort Frances, Ontario.

Please be advised that CN's minimum lease rental has been increased to \$300.00 per annum, plus taxes.

This Amendment to Lease Rental Notice forms an integral part of your lease and should be affixed to the document which you have in your possession.

Your next Statement of Account will reflect the amended rental indicated herein.

Yours truly,

Dorele Reitel

for Patti Sawchuk,
Real Estate Assistant,
CN Real Estate.

PS/gr

Attach.

Phone: (403) 421-6821

AMENDMENT TO LEASE RENTAL

NOTICE

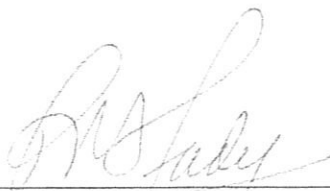
Re: Lease No. RP 12338, dated May 1, 1989
from CANADIAN NATIONAL RAILWAY COMPANY to:
TOWN OF FORT FRANCES
covering: 56,750.00 square feet
for the purpose of: Tree Planting

TAKE NOTICE that the rent payable under this lease is hereby adjusted from \$250.00 per annum, plus taxes, to a rental of \$300.00 per annum, plus taxes, payable commencing May 1, 1992.

AND FURTHER TAKE NOTICE that the provisions of this NOTICE shall, upon the execution hereof, be deemed to be incorporated in this lease to the intent that the rental payment hereunder is \$300.00 per annum, plus taxes, commencing May 1, 1992.

DATED this day of May 1992, at Edmonton, Alberta.

CANADIAN NATIONAL RAILWAY COMPANY



Regional Manager,
Real Estate Services

Laurie Witherspoon/Frances
10/30/2012 11:19 AM

To Mark McCaig/Frances@Frances, Doug
Brown/Frances@Frances, Milt Strachan/Frances@Frances
cc Glenn Treftlin/Frances@Frances
bcc
Subject Fw: 1000/3060064 Tree Planting Site

Doug,

See the attached agreement renewal with a proposed annual increase to \$500.00 should be brought forward for Council authorization. Let me know if you require a copy of the original June 5, 1989 Agreement.

Laurie A. Witherspoon, CMO
Treasurer
Town of Fort Frances
320 Portage Ave.
Fort Frances, ON P9A 3P9
Phone: (807) 274-5323 Ext. 248
Fax: (807) 274-8479

----- Forwarded by Laurie Witherspoon/Frances on 10/30/2012 11:12 AM -----



Susan Sze
<Susan.Sze@cn.ca>
10/30/2012 09:10 AM

To "lwitherspoon@fort-frances.com"
<lwitherspoon@fort-frances.com>
cc
Subject 1000/3060064 Tree Planting Site

Hi Laurie,

Further to our telephone conversation yesterday, I reviewed the account and the last rent the Town was paying is \$347.00, plus GST. The payment details are as follows:

Cheque #	Amount	Rent Period
4151	\$371.29	2006/05/01 – 2007/04/30
7316	\$367.82	2007/05/01 – 2008/04/30
10493	\$367.82	2008/05/01 – 2009/04/30

Our Property Tax Manager is looking into getting this leased property exempt from taxes and I will revert the billing back to \$347.00 p.a. + HST for the period 2009 to current. I will forward the revised invoices to you shortly.

Attached is a rent review letter we sent in 2008. Also enclosed is a Lease Renewal for your recommendation of the new rent to the Council. Please feel free to contact me for any issue or concerns regarding the lease renewal.

Thank you
Susan Sze
Asset Management Coordinator

CN
Business Development & Real Estate
1 Administration Road
Concord, Ontario
L4K 1B9

Phone: (905)760-5004

Fax: (905)760-5010



fort.PDF Town of Fort Frances Renewal.pdf



BUSINESS DEVELOPMENT & REAL ESTATE

Sylvia Klawitter
Conveyance Coordinator
Main Floor - Building B
10229 - 127 Avenue
Edmonton, Alberta, Canada T5E 0B9
Telephone: (780) 643-7655
Facsimile: (780) 377-4281
E-mail : sylvia.klawitter@cn.ca

Your File:

Our File: 3060064

August 12, 2008

Town of Fort Frances,
320 Portage Avenue,
Fort Frances, Ontario
P8A 3P9

Dear Sirs:

RE: REVIEW OF RENT: TREE PLANTING SITE
LOCATION: FORT FRANCES, ONTARIO

We have reviewed the rent payable under your Lease and would advise that effective **MAY 1ST, 2009** the new rent will be **\$500.00** per annum plus GST. Our Accounting Department will be billing you accordingly.

All other terms and conditions of the Lease will remain the same.

We trust you will find the above in order; should, however you have any questions or concerns, please do not hesitate to contact our offices.

Yours truly,

CN – BUSINESS DEVELOPMENT & REAL ESTATE

Per: 
SYLVIA KLAWITTER

sk

LEASE RENEWAL AND MODIFICATION

AGENDA ITEM #7.4.

THIS LEASE made as of November 1, 2012.

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY
1 ADMINISTRATION ROAD, CONCORD, ONTARIO L4K 1B9
(the "Lessor")

- and -

TOWN OF FORT FRANCES
320 PORTAGE AVE / FORT FRANCES ON P9A 3P9
(the "Lessee")

WHEREAS:

- A) By Lease dated May 1st, 1989, (JDE # 122171) (now SAP# 1000/3060064) (the "Original Lease"), the Lessor leased unto TOWN OF FORT FRANCES as Lessee, the premises located at FORT FRANCES Subdivision Mileage 89.32 - 89.33 Town of Fort Frances, Ontario shown on the Plan attached to Schedule "A" of the Original Lease (the "Premises") for the purposes of TREE PLANTING SITE, for the term described therein and on the terms, covenants and conditions set out in the Original Lease and any amendments thereto.
- B) The Original Lease is a valid and subsisting Lease.
- C) The Lessee wishes to renew and continue the Original Lease for a further term and the Lessor consents to the same.
- D) The Lessee and the Lessor are agreeable to modifying the Original Lease as hereinafter provided.

WITNESSETH THAT the Lessor and the Lessee covenant and agree as follows:

- 1) To renew and they hereby renew the Original Lease as aforesaid for the further term of FIVE (5) YEARS, commencing on May 1, 2013 and ending on April 30, 2018, subject to payment of the annual rent of FIVE HUNDRED DOLLARS (\$500.00) plus applicable HST. The Lessor's GST Registration Number is 100768779 RT. The said rent shall be due and payable in advance on the first day of May in each and every year during the renewal term, the first of such payments to be made on May 1, 2013 and subject to and with the benefit of the Lessee's and the Lessor's covenants and the provisos and conditions contained in the Original Lease.
- 2) That the Lessor and the Lessee shall perform and observe the covenants, provisos and stipulations in the Original Lease and amendments thereto as fully as if such covenants, provisos and stipulations had been repeated in this Lease in full with such modifications only as are necessary to make them applicable to this Lease as hereby renewed and modified.

IN WITNESS WHEREOF, the parties hereto have executed these presents.

CANADIAN NATIONAL RAILWAY COMPANY

Witness

Per: _____

Daniel Chan
Manager, Business Development & Real Estate
Page 41 of 97

Print Preview of LOCL Page 00001 of 00002 AGENDA ITEM #74

Text Edit Goto System Help

Archive Print and Archive

Contract 1000/3060064 2007/02/15

Property - Receivable Lease
TREE PLANTING SITE

Page 1
2007.02.15 17:57:13 / 120925

General data

Old contract: 12211
Tenancy type: Forest Products
Contract currency: CAD

Business partner

Role	Partner	Name Address	Period
Master Tenant w/ Cust Acct	400000	TOWN OF FORT FRANCES / 320 PORTAGE AVE / FORT FRANCES ON PBA 3P3	[Unlimited]
Asset Manager	400000	GREG KENDALL / 214 DONALD STREET / WINNIPEG MB R3C 4B4	[Unlimited]
Tenant - Bill To Address	423004	FORT FRANCES, TOWN OF / 320 PORTAGE AVE / FORT FRANCES ON PBA 3P3	[Unlimited]

Term

Print the window content PRD (1) (010) ispprd12 OVR 15:57

Feb 19/07

Next review:

Increase to \$500.00 amon
effective May 1, 2008

Next review April 30 2013

AK

November 7, 2012

Report To: Mayor & Council

From: Doug Brown, Manager Operations & Facilities



SUBJECT: Renewal of OCWA for the Operations and Maintenance of the Sewage Treatment Plant

Further to the discussion of the Operations and Facilities Executive Committee Meeting on November 7, 2012 in accordance with the existing service agreement with OCWA to provide management, operations and maintenance services for the wastewater facilities the Town must provide notice 12 months in advance before the expiry of the current term. See attached sections 4.1, 4.3 and section 6.1 of the existing agreement.

At this time, the Operations & Facilities Executive Committee is recommending that written notice be given to OCWA prior to December 31, 2012 that the Town will be tendering the management, operations and maintenance services for the Town's wastewater facilities in 2013 or to operate or maintain the wastewater facilities with it's own staff.

However the Town is willing to negotiate with OCWA a new price for an additional 5-year term in accordance with section 4.3, with the understanding that the Town does not want to have any restrictions under the existing service agreement with OCWA agreement in providing services for the management, operations and maintenance of the Towns wastewater facilities come January 1, 2014.

Respectfully submitted,
Operations & Facilities Division

Doug Brown

Doug Brown, P. Eng.
Manager Operations & Facilities

Council approval of this report will ensure the following:

- 1) Administration will try to negotiate with OCWA a new price for an additional 5-year term in accordance with section 4.3, with the understanding that the Town does not want to have any restrictions under the existing service agreement with OCWA to providing services for the management, operations and maintenance of the Town's wastewater facilities come January 1, 2014.
- 2) That written notice be given to OCWA prior to December 31, 2012 that the Town will be tendering the management, operations and maintenance services for the Town's wastewater facilities in 2013 or to operate or maintain the wastewater facilities with its own staff.

2012NovemberOCWA Agreement

RECOMMENDED

NOV - 7 2012
DIV. MNG. *Doug B.*
EXECUTIVE COMM. *R. Widenhoft*

- (c) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
- (i) to the extent that such Claim is covered by the Insurance; and
 - (ii) to the extent that such Claim is caused by OCWA's negligence or wilful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date, January 1st, 2009 and shall continue in effect for an initial term of five years ending on December 31st, 2013 (the "Initial Term") and then may be renewed for successive five year terms (each a "Renewal Term") upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA for OCWA's provision of the Services, a price for each Year of the Initial Term in the following amounts (the "Annual Price"):

- (i) For Year One from January 1, 2009 through to December 31, 2009 inclusive:
\$434,278.00.
- (ii) For Year Two from January 1, 2010 through to December 31, 2010 inclusive:
\$444,861.00.
- (iii) For Year Three from January 1, 2011 through to December 31, 2011 inclusive:
\$455,708.00.
- (iv) For Year Four from January 1, 2012 through to December 31, 2012 inclusive
\$466,826.00
- (v) For Year Five from January 1, 2013 through to December 31, 2013 inclusive
\$478,223.00.

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six months of the beginning of the last Year of the Initial Term or Renewal Term, as the case may be, (the "Current

term”), this Agreement will be terminated six months after the last day of the Current Term. During this six month period, the Client shall pay the Annual Price paid for the last Year of the Current Term plus a CPI Adjustment pro-rated over the six month period. The CPI Adjustment shall be calculated as soon as necessary information is available from Statistics Canada.

Section 4.4 - Payment of the Annual Price

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve equal monthly payments, in advance, on the first day of each month. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client. In Year One of the Initial Term, the monthly payment of the Annual Price shall be \$36,189.83. The first payment shall be due and payable on January 1, 2009.

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not cover items or matters that are outside the scope of the Services. Without limiting the generality of the foregoing, the Annual Price does not include the following:

- (a) any Capital Expenditures (as defined in Section 4.6 below) or costs resulting from any failure of the Client to implement reasonably recommended Capital Expenditures;
- (b) costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.7(a) below) including Force Majeure events;
- (d) any charges resulting from adverse tax changes in respect of the Services or the Facility;
- (e) Hydro or natural gas costs, as set out in Section 4.10;
- (f) charges for any Optional Services that are provided by OCWA to the Client;
- (g) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;
- (h) landfill site tipping fees
- (i) any charges resulting from a significant increase in Loadings (as measured by sludge production), as set out in Part 1 of Schedule E to this Agreement.

- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least twelve calendar months before the expiry of the Current Term, either:
 - (i) the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew; or
 - (ii) OCWA shall notify the Client in writing that it wishes to terminate this Agreement at the end of the Current Term.
- (b) If no notice is given as indicated in Clause 6.1(a)(i) or (ii) and the Parties do not agree to negotiate the Annual Price for the next Renewal Term within the last six (6) months of the final year of the Current Term, then the Current Term shall be extended by one (1) year and Section 4.2 shall apply.
- (c) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA if:
 - (i) there has been a material breach of the Agreement;
 - (ii) the Party complaining of the breach has given written notice of the breach to the other Party;
 - (iii) the other Party does not correct the breach within thirty days of receiving the notice; and
 - (iv) the complaining Party terminates in accordance with Paragraph 6.1(d).
- (d) Where there is a material breach and: (i) such material breach has not been corrected within the time set out in Paragraph 6.1(c) above; (ii) the material breach has not been referred to mediation pursuant to Section 5.1 of this Agreement; and (iii) the Parties have not otherwise agreed in writing, then the complaining Party may terminate this Agreement by giving at least thirty (30) days notice in writing to the other Party.

- (e) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.
- (f) After the Initial Term, either the Client or OCWA may terminate this Agreement only as follows:
 - (i) for any reason, upon twelve months (12) prior written notice; or
 - (ii) if there has been a material breach of the Agreement, in accordance with the procedures described in Paragraphs 6.1(c) and 6.1(d) above.
- (g) For greater certainty, continued non-payment of monies owed to OCWA under this Agreement shall constitute a material breach of this Agreement by the Client.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to expiry of the Current Term, the Client shall pay OCWA for all Services provided up to the date of termination and any other amounts owed (including but not limited to charges for Capital Expenditures, Unexpected Expenses and Optional Services).

Section 6.3 - Inventory Count of Consumables/Supplies

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facility on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facility at termination of this Agreement, OCWA shall either:

- (a) ensure that there is the same amount of consumables/supplies at the Facility on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facility on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

Section 6.4 - Final Settlement

If OCWA ceases to operate and maintain the Facility, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement and any Existing Agreement no later than ninety (90)



MEMORANDUM

TO: Mayor and Council

FROM: Christine Ruppenstein, Human Resources Manager

DATE: October 31, 2012

SUBJECT: Renewal of Information Technology Consulting Contract with Darryl Allan

Darryl Allan has been performing IT Services for the Corporation on a contract basis for a period of 1 year.

Administration is satisfied with the performance of the contractor and would like to renew the Agreement with Darryl Allan dba DA IT Consulting Services for an additional year (or upon notice).

The terms and conditions (including the hourly rate) would remain the same with the exception of the 2 paragraphs added to the attached renewal contract.

COUNCIL APPROVAL OF THIS REPORT will direct the preparation of a bylaw and authorize the execution of a Renewal of the Information Technology Services Agreement with Darryl Allan dba DA IT Consulting Services effective November 1, 2012.

INFORMATION SYSTEMS SUPPORT

Standard Form Agreement

This agreement made in duplicate this ____ day of ____, 2012

Between:

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

Hereinafter referred to as the Corporation

and:

**Darryl Allan
(doing business as DA IT Consulting Services)
849 Fourth Street East
Fort Frances, ON P9A 1T3**

Hereinafter referred to as the Contractor

Whereas the Corporation and the Contractor (collectively referred to herein as the Parties) entered into an agreement effective November 1, 2011 (the Agreement), pursuant to which the Contractor has provided to the Corporation certain Information Systems Support services (the Services) for compensation;

And Whereas the Corporation continues to require the Services on a contract basis effective November 1st, 2012;

And Whereas the Contractor is prepared to continue to provide the Services to the Corporation for compensation;

And Whereas the Parties wish to now enter into a renewal of said Agreement.

Now Therefore the Parties Hereto Agree as Follows:

The terms and conditions as set out in the original Agreement remain in force and effect during this renewal period unless specifically changed by the terms of this renewal agreement.

Each party to this agreement acknowledges that they have in their possession an executed original of the Agreement.

The terms and conditions of the Agreement are hereby modified as follows:

Work Schedule

The Contractor agrees to attend the Corporation offices during regular work hours on a flexible schedule as mutually agreed to with the Chief Administrative Officer. In addition the Contractor will provide services remotely as may be required.

DA IT Consulting Services Contract
Effective November 1, 2012
Page 2 of 2

Duration of Agreement


The Agreement shall have a duration of 1 (one) year commencing November 1, 2012 and terminating October 31, 2013 unless earlier terminated as provided for in the Termination of Contract clause.

IN WITNESSETH WHEREOF the Parties have hereunto caused their corporate seals to be affixed duly attested to by the hands of their proper signing officers in that behalf or (in the case of unincorporated parties) set their hands and seals.


For the Contractor:



Darryl Allan



**Witness as to Signature of
Darryl Allan.**



Date

For the Corporation:

R. Avis, Mayor

G. Treftlin, Town Clerk

(We have authority to bind the Corporation)

Date



TOWN OF FORT FRANCES

ADMINISTRATION & FINANCE DIVISION

TREASURY REPORT 2012/107

TO: Mayor Avis & Members of Council

FROM: Laurie Witherspoon, Treasurer

DATE: November 7, 2012

SUBJECT: 501 Sixth Street W. – Rental Property

BACKGROUND

The Town of Fort Frances owns property located at 501 Sixth Street W. of which has been leased continuously to one tenant since October 1, 1986. The tenancy lease in 1986 started at \$250.00/month, with periodic increases throughout time to the present lease in the amount of \$364.60. By-Law No. 07/12 authorizes the present lease agreement for the period of March 1, 2012 to February 28, 2013 with Jane Peterson.

In accordance with the rent increase guidelines, the rent of a unit can be increased if at least 12 months have passed since the tenant first moved in or since his or her last rent increase. The tenant must be given proper written notice of the rental increase of at least 90 days before the rent increase takes effect. Each year the Ontario government announces the province's rent increase guideline, being the maximum percentage by which a landlord can increase the rent for residential tenants without approval from the Landlord and Tenant Board. Generally, a landlord can only increase the rent by the percentage listed in the rent increase guideline; the 2013 guideline is 2.5 per cent and the earliest that the rent increase could take effect is March 1, 2013 (increase from \$364.60 to \$373.72).

Currently the annual rental amount is \$4,375.20, with the tenant paying hydro and water costs. The property does not have sewer service as it has a septic field system. The proposed 2.5% equals to a \$9.12 monthly increase and would raise the annual rental to \$4,484.64. Notice must be given on or before December 1/12 to meet the 90 days notice provision.

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the allowable 2.5% rent increase for 2013, covering the period from March 1, 2013 to February 28, 2014 for residential property located at 501 Sixth Street West and further that a lease agreement with Jane Peterson and authorizing by-law be prepared.

Council Approval of this Report Will Agree to the recommendation of the Administration & Finance Executive Committee to approve rent increase of 2.5% for 2013 for residential property located at 501 Sixth Street W. Further, that a lease agreement with Jane Peterson be approved for the period of March 1, 2013 to February 28, 2014 and that an authorizing by-law be prepared.

Read the instructions carefully before completing this form.

To: (Tenant's name and address) JANE PETERSON	From: (Landlord's name and address) THE CORPORATION OF THE TOWN OF FORT FRANCES
Address of the Rental Unit: 501 Sixth Street West Fort Frances, ON P9A 3E8	

**Your New
Rent**

On 01 March 2013, your rent will increase to \$ \$373.72
(day/month/year)

per Month
(month, week, etc.)

This rent includes the basic rent for your rental unit, plus any amount you pay separately to your landlord for services.

**Explanation
of the Rent
Increase**

This is a rent increase of: \$ 9.12 per Month or 2.5 %.
(month, week, etc.)

Shade one of the following:

☒ This rent increase is less than or equal to the rent increase guideline and does not need approval by an order under the *Residential Tenancies Act*.

OR

☐ This rent increase is more than the rent increase guideline, but:

1. ☐ The rent increase has been approved by an order under the *Tenant Protection Act* or the *Residential Tenancies Act*.
2. ☐ The rent increase must be approved by an order under the *Tenant Protection Act* or the *Residential Tenancies Act*. I have applied to the Tribunal or the Board for a Rent Increase Above the Guideline.

**Important
Information
About the
Law**

1. The landlord must give the tenant this notice at least 90 days before the date of the rent increase. A landlord may increase the rent if at least 12 months have passed since the last rent increase or since a new tenant moved into the rental unit. No Notice of Rent Increase is required where the landlord and tenant have signed an Agreement to Increase the Rent Above the Guideline (Form N10).
2. A tenant does not have to sign a new lease when a fixed term tenancy ends. If the tenant decides not to sign a new lease, the tenant does not have to move, but the tenancy becomes "month-to-month".

If a tenant plans to move, the tenant must notify the landlord on Form N9 (Tenant's Notice to Terminate the Tenancy) at least 60 days before the lease expires if the tenant has a fixed term of tenancy or 60 days before the end of a monthly or yearly rental period. The tenant must notify the landlord on Form N9 at least 28 days before the end of a weekly rental period.

3. If the rent increase needs approval by an order under the *Tenant Protection Act* or the *Residential Tenancies Act*, the tenant is not required to pay more than the guideline increase until the order is issued. If the tenant only pays the guideline increase, the tenant may owe the landlord once the order is issued.
4. If you have any questions about the law related to rent increases and how it applies to this notice, you can contact the Landlord and Tenant Board at **416-645-8080** or toll-free at **1-888-332-3234**. Or, you may also visit the Board's website at **www.LTB.gov.on.ca** for further information.

Signature
☒ Landlord ☐ Agent

Name of Person Signing Laurie A Witherspoon	Phone Number 807 274 5323 Ext 248
Signature	Date

Agent Information (if applicable)

Name		Company Name (if applicable)	
Mailing Address			Phone Number
Municipality (city, town, etc.)	Province	Postal Code	Fax Number

[Feedback](#) | [Site Map](#) | [Français](#)**Landlord
and
Tenant Board**[HOME](#) [WHAT'S NEW](#) [FREQUENTLY ASKED QUESTIONS](#) [CONTACT US](#) [Search](#)**About Us****Information****Steps To Apply****Forms**[Landlord Applications](#)[Tenant Applications](#)[Notices of Termination](#)[Notices of Rent Increase](#)[Other Forms](#)**The Law****Online Services**[Help for
Tenants](#)[Help for
Landlords](#)[Home](#) > [Forms](#)

NOTICES OF RENT INCREASE

Three of the notice forms listed below are for a landlord to use to tell a tenant that the rent for their rental unit will increase. One notice is used when a landlord and tenant agree to the increase by more than the Guideline.

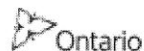
Each of the notice of rent increase forms has an instruction guide. You should read the instructions before you start to fill out the notice form. If you make a mistake in filling out the notice, it may not be valid and you may have to start over by serving a new notice.

For more information about which notice to use, read the instructions and/or go to the [Help for Landlords](#) page of our website.

Format of our forms

You can view and complete the Board's forms on screen and print the forms if you have Adobe Acrobat Reader installed on your computer. Acrobat Reader can be downloaded free of charge from the [Adobe website](#).

Form#	Title of Form	Latest Release Date	Instructions
N1	Notice of Rent Increase	Jan 31/07	N1 Instructions
N2	Notice of Rent Increase (Rental Unit Partially Exempt)	Jan 31/07	N2 Instructions
N3	Notice to Increase the Rent and/or Charges for Care Services and Meals	Jan 31/07	N3 Instructions
N10	Agreement to Increase the Rent Above the Guideline	Jan 31/07	N10 Instructions



This site is maintained by the Government of Ontario, Canada.

[Privacy](#) | [Important Notices](#)[Contact the Landlord and Tenant Board](#)

© Queen's Printer for Ontario, 2007 - Last Modified: February 06, 2012

This information is provided as a public service. Although we endeavor to ensure that the information is as current and accurate as possible, errors do occasionally occur. Therefore, we



The 2013 Rent Increase Guideline

June 22, 2012 8:30 AM

The annual Rent Increase Guideline is a calculation based on the Ontario Consumer Price Index as compiled by Statistics Canada.

The Rent Increase Guideline applies to most private residential rental accommodation covered by the Residential Tenancies Act, 2006 (RTA).

The guideline does not apply to:

- Vacant residential units
- Residential units first occupied on or after November 1, 1991
- Social housing units
- Nursing homes
- Commercial property

Timing of Rent Increases

In most cases, the rent for a unit can be increased if at least 12 months have passed since a tenant first moved in, or if at least 12 months have passed since the last rent increase.

A tenant must be given proper written notice of a rent increase (at least 90 days before the rent increase takes effect).

Calculation of the Guideline

The rent increase guideline is calculated under the Residential Tenancies Act, 2006 (RTA), and is based on the Ontario Consumer Price Index, which is calculated monthly by Statistics Canada. Ontario passed legislation on June 13, 2012 to amend the Residential Tenancies Act, 2006 to ensure that the Rent Increase Guideline is capped at 2.5 per cent.

The 2013 rent increase guideline was calculated by averaging the percentage increase in the Ontario Consumer Price Index during the previous 12 months, from June 2011 to May 2012. Since the average CPI was 2.6 per cent, the amended legislation capped the guideline at 2.5 per cent.

Sample Rent Increase Calculation

The monthly rent of an apartment is \$1,000 beginning August 1, 2012.

With proper written 90 days notice to the tenant, the landlord could lawfully increase the rent 12 months later on August 1, 2013.

For example:

- The guideline for 2013 is 2.5 per cent.
- The rent increase is 2.5 per cent of \$1,000 = \$25.
- Therefore, the new rent on August 1, 2013 could be up to \$1025 (\$1000 + \$25).

Previous Rent Increase Guidelines

Year	Guideline %
2012	3.1
2011	0.7
2010	2.1
2009	1.8
2008	1.4
2007	2.6
2006	2.1
2005	1.5
2004	2.9
2003	2.9
2002	3.9
2001	2.9
2000	2.6
1999	3.0
1998	3.0



TOWN OF FORT FRANCES

ADMINISTRATION & FINANCE DIVISION

TREASURY REPORT 2012/108

To: Mayor Avis & Members of Council

FROM: Laurie Witherspoon, Treasurer

DATE: November 7, 2012

SUBJECT: By-Law No 6/98 Pacific & Western Bank of Canada Debenture Assignment to Wells Fargo Equipment Finance Company

BACKGROUND

In 1998 By-Law No. 6/98 authorized the borrowing, by the issuance of a Debenture, to finance a portion of the construction of a community auditorium, ice facility and water pollution control plant. Pacific & Western Trust Corporation was approved to finance the issuance of the debenture amortized over a twenty year period and payable in semi-annual installments of principal and interest. The final scheduled payment of this debenture will be on December 1, 2017.

Attached is a copy of the Pacific Western Notice and Acknowledgement of Assignment transfer to Wells Fargo Equipment Finance Company (the Assignee) all rights, title and interest. The document directs that all payments be paid directly to the Assignee or as the Assignee may otherwise direct. There are 11 scheduled semi-annual payments of \$194,997.48 remaining, with the next scheduled payment due on December 1, 2012 and the final scheduled payment due on December 1, 2017. The Town is required to endorse and return a signed Notice and Acknowledgement of Assignment to Pacific & Western Bank of Canada. It is recommended that By-Law No. 6/98 be amended to reflect the debenture transfer to Wells Fargo Equipment Finance Company.

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval and endorsement of the Pacific Western debenture transfer to Wells Fargo Equipment Finance Company.

Council Approval of this Report Will Agree to the recommendation of the Administration & Finance Executive Committee to approve the Pacific Western debenture transfer, as provided in the Notice of Acknowledge of Assignment, to Wells Fargo Equipment Finance Company.



Pacific & Western

Bank of Canada

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

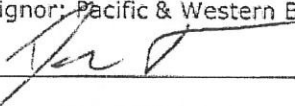
Pacific & Western Bank of Canada (the "Assignor") hereby gives notice, and The Corporation of the Town of Fort Frances (the "Corporation"), hereby acknowledges receipt of notice, that the Assignor has assigned and transferred to Wells Fargo Equipment Finance Company (the "Assignee"), whose offices are at Lansing Square, 2550 Victoria Park Avenue, Suite 700, Toronto, Ontario M2J 5A9, all right, title and interest in and to that Fully Registered Debenture issued by the Corporation to the Assignor under authority of By-Law Number 6/98 dated as of January 27, 1998 (the "Debenture") together with all instruments, certificates and other agreements executed in connection therewith along with all rights to receive payments thereunder from the Corporation. From and after the date of this Notice, all payments now or hereafter becoming due pursuant to the Debenture shall be paid directly to Assignee or as Assignee may otherwise direct.

In order to induce Assignee to accept such assignment, and in recognition of Assignor's and Assignee's reliance upon this Notice and Acknowledgement of Assignment, the Corporation hereby certifies, acknowledges and agrees to and with such parties as follows:

1. the Corporation acknowledges and agrees that Assignor has assigned to Assignee all of Assignor's right, title and interest in and to the Debenture as of the date hereof;
2. the Corporation shall make all remaining payments due and to become due under the Debenture directly to Assignee without offset or reduction as follows:
 - a. 11 scheduled semi-annual payments of \$194,997.48 (plus applicable taxes, if any);
 - b. next scheduled payment due on December 1, 2012;
 - c. final scheduled payment due on December 1, 2017.
3. the Corporation has not received notice and is not aware of any other sale, transfer, assignment, hypothecation, pledge, claim, security interest or encumbrance with respect to the Debenture, or the payments due thereunder, other than to or in favour of Assignee;
4. the Assignee has not made any express or implied warranties or representations as to any matter whatsoever, with regard to the Debenture and Assignee does not assume any obligations of Assignor;
5. the Corporation represents and warrants that the Debenture:
 - a. has been duly and validly authorized, executed and delivered by the Corporation;
 - b. is in full force and effect with respect to the Corporation;
 - c. constitutes the valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms;
 - d. is non-cancellable by the Corporation during its scheduled term except as provided in the Debenture;
 - e. is not and has never been in default and no scheduled payment or other amount due under the Debenture is, or has ever been, more than thirty (30) days past due;
 - f. complies with all applicable laws and regulations;
 - g. is not subject to any defense, setoff or counterclaim;
 - h. has not been prepaid.
6. the Corporation has executed one (1) original of the Debenture which it previously delivered to Assignor and the Corporation currently has no original in its possession;

7. the Corporation shall forthwith record the assignment and transfer of the Debenture, contemplated hereby, in its registry kept at its office in the Town of Fort Frances and shall provide to the Assignor and/or Assignee such further assurances and verification of such assignment, transfer and recordation as such parties may request from time to time.

Assignor: Pacific & Western Bank of Canada

By: 

Name: David Thoms

Title: Assistant Vice President

By: 

Name: Ross P. Duggan

Title: Senior Vice President, Lending

Certified, acknowledged and agreed to this _____ day of _____, 2012.

THE CORPORATION OF THE TOWN OF FORT FRANCES

By: _____

Name: _____

Title: _____

I/we have authority to bind the Corporation.



David Thoms
<DThoms@pwbank.com>
10/25/2012 01:13 PM

To "lwitherspoon@fort-frances.com"
<lwitherspoon@fort-frances.com>
cc
bcc
Subject Fort Frances Debenture

Hi Laurie, attached is a Notice & Acknowledgement Letter that we would like the Town to approve as part of its council meetings. I understanding you would need to change the By-Law at your monthly meeting in November. The Notice is not asking the Town to make any changes from the existing debenture, but merely confirm it make the change so the payments are being sent to Wells Fargo starting December 1, 2012. I can send you a word version if you like. Also, as I requested yesterday, can you also provide us a copy of the Town's general insurance policy just to confirm insurance as well as your HST number as Wells Fargo is requesting this. Thank-you in advance as I know this added time to your schedule. Please let me know if you have any questions

David Thoms
Assistant Vice President
Pacific & Western Bank of Canada
2002 - 140 Fullarton Street
London, Ontario, N6A 5P2
T: 519.675.4229 F: 519.488.1263 M:519.619.4048
www.pwbank.com

From: no_reply@pwbank.com [mailto:no_reply@pwbank.com]
Sent: Thursday, October 25, 2012 1:56 PM
To: David Thoms
Subject: scanned document



image2012-10-25-135900.pdf



David Thoms
<DThoms@pwbank.com>
10/12/2012 03:07 PM

To "lwitherspoon@fort-frances.com"
<lwitherspoon@fort-frances.com>
cc
bcc
Subject Fort Frances / Pacific & Western Bank of Canada Debenture
Jan 27, 1998

Hi Laurie,

I am writing on behalf of Pacific & Western Bank of Canada to let you know that we will be assigning the debenture purchased from the Town of Fort Frances to Wells Fargo on or before October 31, 2012. This will not change any payment amounts or dates but starting with the December payment, payment should be sent directly to Wells Fargo. They will be requesting that this assignment be acknowledged by the Town. I will provide more details as it comes available, but wanted to let you know in advance. Please let me know if you have any questions/concerns.

David Thoms
Assistant Vice President
Pacific & Western Bank of Canada
2002 - 140 Fullarton Street
London, Ontario, N6A 5P2
T: 519.675.4229 F: 519.488.1263 M: 519.619.4048
www.pwbank.com

TOWN OF FORT FRANCESBY-LAW NO. 6/98

(Being a by-law to authorize the borrowing, by the issuance of a Debenture of Four Million, Four Hundred Thousand Dollars (\$4,400,000) to finance a portion of the construction of a Community Auditorium, Ice Facility and Water Pollution Control Plant in the Town of Fort Frances)

WHEREAS the Municipal Act, R.S.O. 1990, c.M-45, as amended, provides that, subject to the limitations and restrictions in such Act and the Ontario Municipal Board Act, R.S.O., 1990 c.O-28, the Council of the Corporation for the Town of Fort Frances (hereinafter called the "Corporation") may borrow money for the purposes of the Corporation and may issue debentures therefor;

AND WHEREAS by Resolution No. 51 passed in open Council of the Corporation on December 15, 1997, the Corporation authorized, accepted and approved the proposal of Pacific & Western Trust Corporation to finance the Corporation's issuance of a Four Million, Four Hundred Thousand Dollar (\$4,400,000) debenture (the "Debenture");

AND WHEREAS the Corporation, prior to issuing the Debenture, confirmed its most recent annual debt and financial obligation limit determined by the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and determined that the estimated annual amount payable in each year in respect of such purpose, did not cause the Corporation to reach or exceed the annual debt and financial obligation limit with the result that the Council of the Corporation, in accordance with the applicable legislation, authorized the issuance of the Debenture without the approval of the Ontario Municipal Board;

AND WHEREAS the Corporation wishes to issue the Debenture to finance a portion of the construction costs of a Community Auditorium, Ice Facility and Water Pollution Control Plant in the Town of Fort Frances;

AND WHEREAS it is now expedient for the Corporation to issue the Debenture in the total amount of Four Million, Four Hundred Thousand dollars (\$4,400,000.00) payable in lawful money of Canada as hereinafter set forth for a term of years which does not exceed the lifetime of the work;

NOW THEREFORE be it enacted as a By-Law of The Corporation of the Town of Fort Frances as follows:

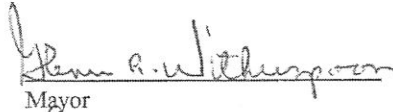
1. For the purpose aforesaid, there shall be borrowed upon the credit of the Corporation, the sum of Four Million, Four Hundred Thousand Dollars (\$4,400,000.00) and the Council shall issue a Debenture therefor in the amount of Four Million, Four Hundred Thousand Dollars (\$4,400,000.00).
2. The Debenture shall be dated the 27th day of January, 1998 and shall be amortized over a twenty year period and payable in forty blended semi-annual instalments of principal and interest of One Hundred and Ninety-Four Thousand, Nine Hundred and Ninety-Seven Dollars and Forty-Eight Cents (\$194,997.48) each beginning on the 1st day of June, 1998 and ending on the 1st day of December, 2017; Interest computed from January 15, 1998 to June 1, 1998 shall be adjusted in the first payment due, and subject to such adjustment, the respective amounts of interest and principal payable in each of such years shall be as set forth in Schedule "A" attached and forming part of this By-law.

By-Law No. 6/98

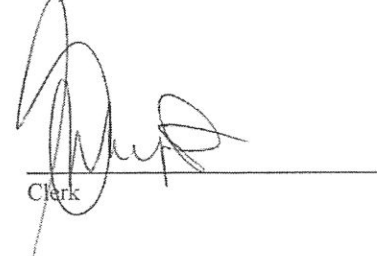
Page 2

3. The Debenture shall be payable as to the principal and interest in lawful money of Canada at the principal office of the Canadian Imperial Bank of Commerce, Fort Frances, Ontario. The Debenture shall be in full registered form with provision for the payment of blended instalments of principal and interest by direct debit to the Corporation's bank account at the Canadian Imperial Bank of Commerce, Fort Frances, Ontario.
4. The Debenture shall be sealed with the seal of the Corporation and signed by the Head of Council or by some other person authorized by by-law to sign it and by the Treasurer. The signature of the Head of Council, such other person authorized by by-law and the Treasurer may be written or engraved, lithographed, printed or otherwise mechanically reproduced.
5. In each year during the currency of the Debenture, there shall be levied and raised by a special rate, sufficient therefor, over and above all other rates, on the rateable property in the Town of Fort Frances, an amount sufficient to pay the monthly principle and interest in that year, as set forth in Schedule "A"; but no greater rate shall be levied in any year for such purpose than is required to pay the said amounts of principle and interest after taking into account receipts from any other source in respect of the works.
6. Any amounts payable by the Corporation with respect to interest on overdue principal or interest shall be paid out of current expenditures.
7. The Debenture may contain any provision for its registration authorized by law.
8. This By-Law shall take effect on the date of final passing hereof.

By-Law read a first, second and third time and finally passed this 26th day of January, 1998.



Mayor



Clerk



**TOWN OF FORT FRANCES
ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2012/111**

TO: Mayor Avis & Members of Council
FROM: Laurie Witherspoon, Treasurer
DATE: November 7, 2012
SUBJECT: Mayor Roy Avis – Local Government Networking Session

BACKGROUND

Attached is a copy of Schedule “B” Travel Expense Statement claim in the total amount of \$30.57 in regard to attendance at the “Getting to Know Your Neighbour” Local Government Networking Session held at the Kay Nay Chi Wah Nung Historical Center on October 16, 2012 as submitted by Mayor Roy Avis.

The travel expense claim is in compliance with Travel Policy sub-section 4. b) v).

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the Travel Expense claim in the total amount of \$30.57 for attendance at the “Getting to Know Your Neighbour” Local Government Networking Session held on October 16, 2012 as submitted by Mayor Roy Avis.

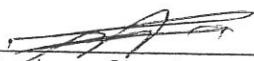
Council Approval of this Report Will Agree to the Administration & Finance Executive Committee recommendation to approve the travel expense claim submitted by Mayor Roy Avis in the amount of \$30.57 to attend the “Getting to Know Your Neighbour” Local Government Networking Session held at the Kay Nah Chi Wah Nung Historical Center on October 16, 2012 as outlined in this report.

TOWN OF FORT FRANCES - SCHEDULE "B"
TRAVEL EXPENSE STATEMENT

1.	Attendee	Mayor Roy Avis							
2.	Conference/Seminar Attended	Local Government Networking Session							
	Location (Facility and City)	Kay Nah Chi Wah Nung Historical Centre							
	Dates	October 16, 2012							
3.		Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
	Accommodation								
	Transportation								
	Breakfast								
	Lunch								
	Dinner								
	Per Diem								
	Other			30.57					30.57
4.	Prepaid Expenses	Registration		Air Travel		Other			Total
									-
5.	Town Used Vehicle	Yes	<input checked="" type="radio"/> No	Reason					Total
	Mileage Claimed	KM x \$0.45 =							
6.	Approved								Total Expenses
									30.57
									Advance Received
									-
									Balance Claimed
									30.57
									Balance Refunded

In claiming the above amounts, I certify that the expenses have been incurred on behalf of the Town, that the means of transportation were the most economical, with due regard to convenience, and that the expenditures were made in the exercise of my duties. NB – a valid and detailed receipt must accompany hotel Visa slips.

October 17, 2012
Date


Employee Signature

Date

Supervisor Signature

Date

Division Manager Signature


Date	Treasurer	A / P	Cashier

TOWN OF FORT FRANCES - SCHEDULE "E" **TRAVEL WAIVER OF LIABILITY FORM**

The Town of Fort Frances carries "Non-Owned Automobile" coverage for liability only. This coverage is for the situation where a liability claim exceeds the vehicle owner's liability insurance and does not include coverage for damages to the individual's vehicle.

Therefore, the undersigned acknowledges that:

- They have read and understood the above particularly with regards to insurance.
- The Town and its insurers will not be responsible for any damages, claims, deductibles or expenses (other than mileage or fuel costs as provided for in the Travel Policy) resulting from the use of one's own vehicle other than that provided for by the Non-Owned Automobile coverage.
- The Town will not be responsible for any additional insurance cost resulting from any claim(s) submitted to an individual's insurers.

Name (Please Print) Roy Avis	Signature 
Approved	Date October 17, 2012.

Safeway
417 Scott Street
Fort Frances, ON,
P9A1H3
STORE NO: 574

XXXXXXXXXXXX4007
Amex **/**
Appr # 509864
Seq # 622001001001
Terminal # U0674CRN
Trans : Purchase
Res Code: 000 - 00
APPROVED
Inv # 90042066
10/17/2012 08:03:13

Pump # 4-REG
Vol : 23.351 L
Price/L : \$1.309
Total: \$30.57

Fuel Includes:
GST/HST(13.0%): \$3.52
GST/HST #: 119347672

You Saved
5 Cents Per Litre

LET US HEAR FROM YOU!
1-800-723-3929 OR VISIT

SAFEWAY.CA

THANK YOU
ASK FOR OUR SPECIALS !



The Chiefs of the RR District First Nations invite you
to participate in a

**“Getting to Know Your Neighbour”
Local Government Networking Session**

**Tuesday, October 16th, 2012
10:00 am to 2:00 pm
Kay Nah Chi Wah Nung Historical Center**

**Open to all members of First Nations and Municipal
Governments in the Rainy River District**

**To confirm attendance, or for further
information please contact James at
(807) 274-5899 or email: info@ffcs.ca**



TOWN OF FORT FRANCES
ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2012/110

TO: Mayor Avis & Members of Council

FROM: Laurie Witherspoon, Treasurer

DATE: November 7, 2012

SUBJECT: Councillor John Albanese – Local Government Networking Session

BACKGROUND

Attached is a copy of Travel Statement - Mayor /Council Honorarium claim in the total amount of \$75.00 in regard to attendance at the “Getting to Know Your Neighbour” Local Government Networking Session held at the Kay Nay Chi Wah Nung Historical Center on October 16, 2012 as submitted by Councillor John Albanese.

The per diem claim amount is consistent with By-Law No. 02/10 Schedule ‘A’ 4.4.

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the Per Diem claim in the total amount of \$75.00 for attendance at the “Getting to Know Your Neighbour” Local Government Networking Session held on October 16, 2012 as submitted by Councillor John Albanese.

Council Approval of this Report Will Agree to the Administration & Finance Executive Committee recommendation to approve the per diem claim for Councillor John Albanese in the amount of \$75.00 to attend the “Getting to Know Your Neighbour” Local Government Networking Session held at the Kay Nah Chi Wah Nung Historical Center on October 16, 2012 as outlined in this report.

**Town of Fort Frances
Travel Statement - Mayor/Council Honorarium**

Attendee JOHN ALBANESE

Conference/Seminar Attended "GETTING to know your Neighbour"
"BARWICK"

Location KAY-NAY CHI-WAH-NUNG HISTORICAL CENTRE

Dates October 16, 2012

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date		Oct. 16						
Amount		\$ 75.00						

Submitted by: John Albanese

Date: October 17/12

Approved by: _____

Date: _____

To be submitted to Payroll for processing when approved by Council

For Payroll

Pay period _____



The Chiefs of the RR District First Nations invite you
to participate in a

**“Getting to Know Your Neighbour”
Local Government Networking Session**

**Tuesday, October 16th, 2012
10:00 am to 2:00 pm
Kay Nah Chi Wah Nung Historical Center**

**Open to all members of First Nations and Municipal
Governments in the Rainy River District**

**To confirm attendance, or for further
information please contact James at
(807) 274-5899 or email: info@ffcs.ca**



TOWN OF FORT FRANCES
ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2012/112

TO: Mayor Avis & Members of Council

FROM: Laurie Witherspoon, Treasurer

DATE: November 7, 2012

SUBJECT: Councillor Andrew Hallikas – NOMA Board Meeting

BACKGROUND

Attached is a copy of Travel Statement - Mayor /Council Honorarium claim in the total amount of \$150.00 in regard to attendance of the NOMA Board Meeting held in Thunder Bay on November 1, 2012 as submitted by Councillor Andrew Hallikas.

The per diem claim amount is consistent with By-Law No. 02/10 Schedule 'A' 4.4.

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the Per Diem claim in the total amount of \$150.00 for attending the NOMA Board Meeting held in Thunder Bay on November 1, 2012 as submitted by Councillor Andrew Hallikas.

Council Approval of this Report Will Agree to the Administration & Finance Executive Committee recommendation to approve the per diem claim for Councillor Andrew Hallikas in the amount of \$150.00 for attending the NOMA Board Meeting held in Thunder Bay on November 1, 2012 as outlined in this report.

Town of Fort Frances
Travel Statement - Mayor/Council Honorarium

Attendee Andrew Hallikas
 Conference/Seminar Attended NOMA Board Meeting
 Location Thunder Bay
 Dates Nov 1/2012

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date				Nov 1/12				
Amount				150. ⁰⁰				\$150. ⁰⁰

Submitted by: 

Date: Nov 5/12

Approved by: _____

Date: _____

To be submitted to Payroll for processing when approved by Council

or Payroll
 Pay period _____



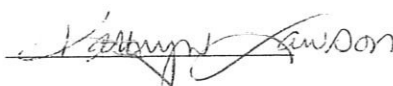
ZONING BY-LAW AMENDMENT 8/98-WW

THE FOLLOWING INFORMATION AND MATERIAL IS PROVIDED PURSUANT TO
SUBSECTION 34(10.1) OF THE PLANNING ACT (Ontario Regulation 545/06)

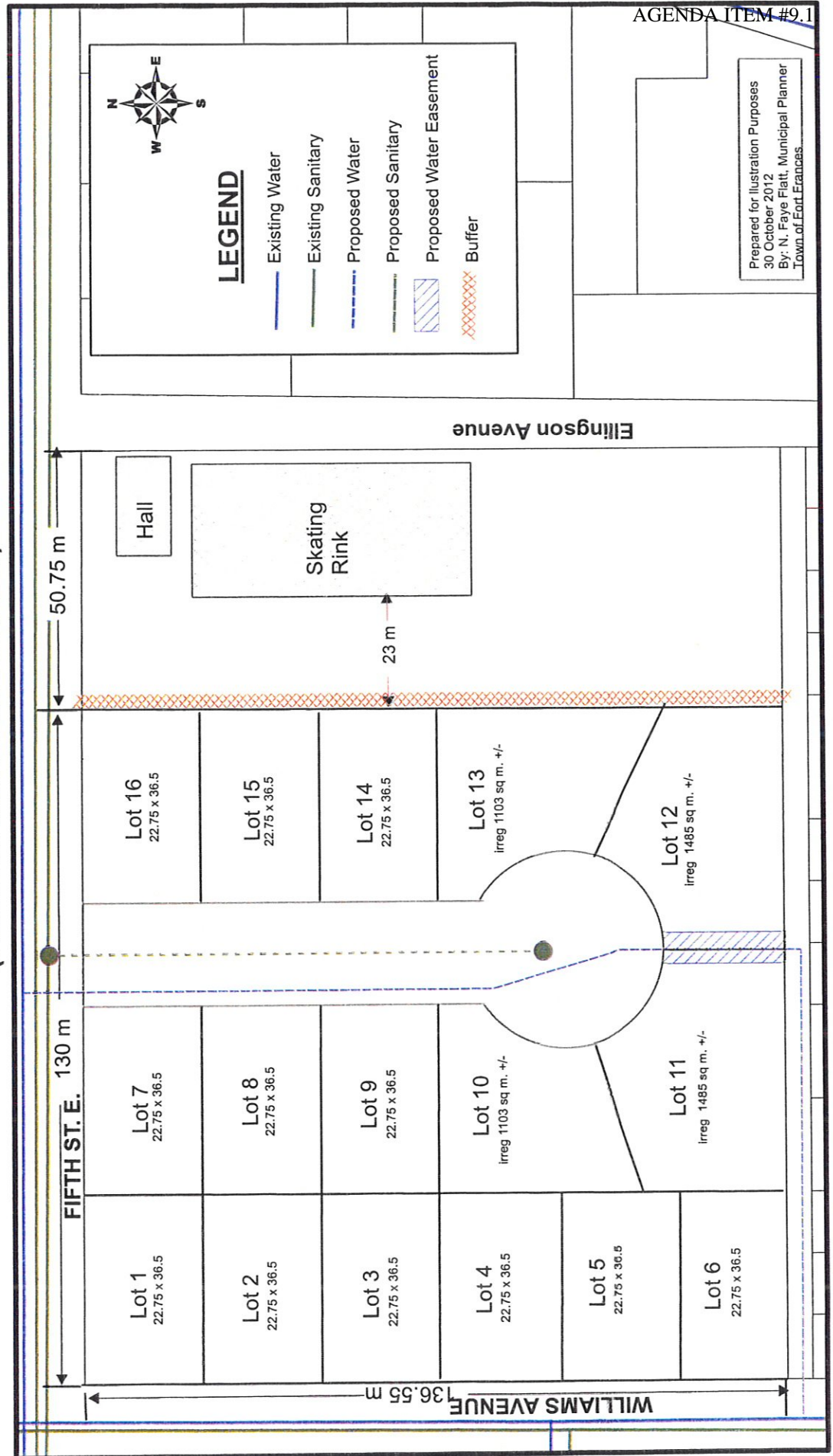
1. The name, address, telephone number and email address (if any) of the Applicant:					
Town of Fort Frances 320 Portage Avenue Fort Frances, On P9A 3P9					
2. If known the names and full addresses of the holders of any mortgages, charges or other encumbrances in respect of the subject land:					
None					
3. The current Official Plan designation of subject land:				Living Area	
4. Describe how the application conforms to the official plan of the municipality?					
All forms of residential development are permitted in the Living Area (s 2.1.2). The proposal conforms to and is supported by section 2.1.3 where residential development is encouraged as intensification within existing development areas.					
5. The current zoning of the subject land:				Institutional/Open Space	
6. The nature and extent of the rezoning requested:					
The proposal is to change the zoning on the subject land to Residential Type Two (R2).					
7. The reason why the rezoning is requested.					
Property being rezoned to accommodate the creation of residential building lots that will be deemed surplus and sold for development.					
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:					
Part of Block C Plan SM-112					
10. The frontage, depth and area of the subject land (in metric):					
Frontage:	136.55 m. +/-	Depth:	130 m. +/-	Area:	17,750 sq. m. +/-
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 to property is by way of public road municipally maintained all year	
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:	
The land is occupied by a non-operational elementary school with open space	
17. Are there any buildings or structures on the subject land: Yes <input type="checkbox"/> No <input checked="" 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:	
The existing building is approximately 12,391 sq. ft. but is slated for demolition.	
19. The proposed uses of the subject land:	
The proposed use of the subject land is single family residential.	
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:	
Buildings proposed for the subject land include all forms of single detached dwellings and accessory structures appurtenant thereto in accordance with zoning regulations.	
22. If known,	
a. the date the subject land was acquired by the current owner:	2010
b. the date existing buildings or structures on the subject land were constructed:	
1955	
c. the length of time that the existing uses of the subject land have continued:	
Not applicable	
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:	
Publicly owned & operated piped system	
24. Whether sewage disposal is provided to the subject land by a publicly owned and operated piped sewage system, a privately owned and operated individual or communal septic system, a privy or other means:	
Publicly owned & operated piped 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 type="checkbox"/> N/A <input checked="" type="checkbox"/>
b. a hydrogeological report	Yes <input type="checkbox"/>	No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
26. Indicate whether storm drainage is provided by sewers, ditches, swales or other means:		
Storm drainage is provided by ditches		
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:		8/98-GG
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 (<i>for examples buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks</i>).		
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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		
30. Is the subject land within an area of land designated under any provincial plan or plans? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
31. If answer to question 30 is yes, does the application conform to the applicable provincial plan or plans? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
32. An affidavit or sworn declaration by the applicant that the information required under this Schedule and provided by the applicant is accurate.		

<p>DECLARATION Of Applicant or Authorized Agent</p>	
<p>I, Faye Flatt, Municipal Planner for the Town of Fort Frances, in the District of Rainy River solemnly declare that:</p>	
<p>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.</p>	
<p>DECLARED before me at the</p>	<p>)</p>
<p>Town of Fort Frances, in the</p>	<p>)</p>
<p>District of Rainy River, this 2nd</p>	<p>)</p>
<p>day of November, 2012</p>	<p>)</p>
	<p>) Signature of Applicant or Authorized Agent</p>
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;">  <p>Signature of Commissioner etc.</p> </div> <div style="width: 50%;"> <p>Kathryn Mae Lawson, a Commissioner, etc., District of Rainy River, for the Corporation of the Town of Fort Frances. Expires August 17, 2013.</p> </div> </div>	

Proposed 16 Lot Subdivision (Williams Avenue at Fifth St. E.)



TOWN OF FORT FRANCES
Operations and Facilities Division - Environmental Area - Operations Statistics
(September 2012)

**STAFFING:**

See Operations Statistics (September) 2012 prepared by M. Strachan, Superintendent of Transportation

OVERTIME HOURS - Equivalent Straight Time Hours

See Operations Statistics (September) 2012 prepared by M. Strachan, Superintendent of Transportation

WATER DISTRIBUTION:Water Main Breaks:

- Number of water main breaks: None

Hydrant Repairs:

- Number of hydrant repairs: None

Hydrant Replacements:

- Number of hydrant replacements: Eight (8) (Makkinga)
 - Minnie Ave. at Church St., Keating Ave. at Riverview Dr., Third St. W. at Flinders Ave., 1018 Walker Ave.,
 - 1316 Sixth St. E., Minnie Ave. at Fifth St. E., 210 Sixth St. E. & Second St. E. at Reid Ave.

Hydrant Installations (NEW):

- Number of new hydrant installations: None

Main Valve Repairs:

- Number of water main valve repairs: None

Main Valve Replacements:

- Number of water main valve replacements: None

Water Service Breaks:

- Number of water service breaks: One (1)
 - 1036 Colonization Rd. W.

Water Service Repairs:

- Number of water service repairs: One (1)
 - 1107 Second St. E.

Water Service Installations (NEW):

- Number of water service installations: None

Water Service Replacements:

- Number of water service replacements: None

Water Service Terminations:

- Number of water service terminations: None

Water Service Turn "Off/On":

- Number of water service turn "Off/On": Seventeen (17)
 - 474 Scott St., 122 Scott St., Eighth St. (Hydro One) (2), 210 Butler Ave., 1319 Colonization Rd. W. (2),
 - 1011 Front St., 839 Victoria Ave., 905 Portage Ave. N. (2), 680 Sixth St. W., 227 Church St.,
 - 821 Phair Ave. (2), 1112 Victoria Ave N. and 1271 Idywild Dr.

Frozen Water Services:

- Number of frozen water services: None

Water Meter Installations/Replacements:

- Number of water meter installations/replacements: One (1)
 - 122 Scott St.

Backflow Preventer Installations/Replacements:

- Number of backflow preventer installations/replacements: One (1)
 - 122 Scott St.

Backflow Preventer Annual Testing:

- Number of backflow preventer tested: Three (3)
 - 1201 Scott St., 851 McIrvine Rd. and 122 Scott St.

Other Information:

- Summarized final costs for invoicing of private works associated with private works
- September 6, 2012 - Performed fire flow testing for Emo
- September 13, 2012 - Winterized the Sorting Gap Marina
- September 24 & 26, 2012 - P. Lemesurier attended a First Aid re-certification course at the Memorial Sports Centre.
- Continued with the valve turning program (Area 2) and hydrant valve exercising.
- Completed locates (as required) of the Town's infrastructure for various Contractors/Utility Companies.
- Recorded locations of curbs stops at various locations.

WATER TREATMENT PLANT:

- September, 2012 - In receipt of the Water Treatment Plant Monthly Report
- September 11 & 12, 2012 - R. White attended a First Aid re-certification course at the Memorial Sports Centre.
- September 24 & 26, 2012 - M. Allen attended a First Aid re-certification course at the Memorial Sports Centre.

SEWERAGE COLLECTION:

Wastewater Main Backups:

- Number of wastewater main backup: None

Wastewater Main Repairs:

- Number of wastewater main repairs: None

Sewer Manhole Repairs:

- Number of sewer manhole repairs: Twelve (12)
 - Stewart St. (700 blk.), Sixth St. W. (700 blk.), First St. E. at Shevlin Ave., Fourth St. E. at Crowe Ave.,
 - 232 Sixth St. E., 150 Sixth St. E., 1020 Sixth St. E., 916 McKenzie Ave., 680 Sixth St. W.,
 - Sixth St. W. at Webster Ave., Sixth St. W. at Lillie Ave. and 826 Third St. E.

Sewer Service Repairs:

- Number of sewer service repairs: None

Sewer Service Breaks:

- Number of sewer service breaks: None

Sewer Service Installations (NEW):

- Number of sewer service installations: None

Sewer Service Terminations:

- Number of sewer service terminations: None

Other Information:

- Cleaned Twelve (12) plugged sewer services at the following locations:
 - 1332 Sixth St. E., 710 Scott St., 220 Sixth St. E., 313 Armit Ave., 331 Second St. E., 544 Webster Ave.,
 - 905 Portage Ave. (2), 1222 Second St. E., 331 Second St. E., 940 Third St. E. & 929 Third St. E.
- Sewer main flushing (Dead Ends) - Areas 10 and 11.
- CCTV inspected various building sewer services.
- Traced sanitary sewer services
- Completed locates (as required) of the Town's infrastructure for various Contractors/Utility Companies.
- Recorded locations of cleanouts at various locations.
- September 5, 2012 - For FFPC hydrovac using pressure/vacuum truck a hole for a new pole installation.
- September 5, 2012 - Cleaned out septic system at the Airport.
- September 27 - October 1, 2012 - Top Shot Concrete completing work on restoration of sanitary manholes.

WASTE-WATER TREATMENT FACILITY:

- September, 2012 - In receipt of the Wastewater Treatment Facility Monthly Report

WASTE MANAGEMENT:

Garbage Collection:

- Number of complaints regarding garbage collection:
 - Town - 1 complaint, Asselin's - 1 complaint

Sanitary Landfill (Waste Disposal Site):

Landfill Scales functioning properly during the period.

- Amount of residential waste delivered to the landfill:
 - 245,990 kgs (245.99 tonnes)
- Amount of ICI waste delivered to the landfill:
 - 301,410 kgs (301.41 tonnes)
- September 8, 2012 - K. J. Refrigeration & Air Conditioning Inc. removed the refrigerants from the appliances at the landfill.

Recycling:

- Number of complaints regarding recycled materials:
 - Town - 0 complaints, Asselin's - 2 complaints
- Amount of recycled waste diverted from the landfill:
 - 28,430 kgs (28.43 tonnes) Metro

Prepared By: _____

[Signature]

Environmental & Facilities Superintendent

Date: _____

Nov. 2, 2012

2012- tonnage at landfill site- up-dated November 1st, 2012

5 Year Average

2011

5 Year Average

2012

NOV 7 2012

MONTH	Residential Waste tonnes	Res %	ICI Waste tonnes	ICI %	Non Community Waste tonnes	Non Com %	Covering Material tonnes	2007 to 2011 Total Waste tonnes	2012 Total Tonne	2007 to 2011 Fees	Total Fees	2012-2011 Tonnes	2012-2011 Fees
JAN	142.26	36.32	238.74	60.95	10.69	2.73	0.00	346.33	391.69	\$15,588.52	\$20,495.48	-26.74	-\$218.55
FEB	115.26	34.45	210.66	62.96	8.66	2.59	0.00	289.64	334.58	\$13,528.30	\$17,382.70	23.25	\$1,557.57
MAR	187.40	39.28	250.52	52.51	39.14	8.20	28.20	427.20	477.06	\$20,622.52	\$24,375.00	76.92	\$3,128.09
APRIL	215.08	38.78	326.87	58.94	12.64	2.28	1196.04	614.25	554.59	\$29,898.82	\$31,190.56	41.42	\$3,551.50
MAY	256.11	42.22	335.80	55.35	14.72	2.43	1664.39	725.95	606.63	\$35,046.32	\$35,933.82	-159.34	-\$4,968.45
JUNE	253.64	38.92	385.39	59.13	12.72	1.95	0.00	721.62	651.75	\$35,851.73	\$37,055.94	-20.53	\$4,558.53
JULY	205.12	33.45	396.12	64.60	11.98	1.95	497.69	712.57	613.22	\$36,493.50	\$34,823.87	59.45	\$4,544.72
AUG	265.68	42.37	344.66	54.96	16.78	2.68	774.08	646.08	627.12	\$32,517.70	\$34,261.03	-179.76	-\$10,772.09
SEPT	245.99	43.93	301.41	53.83	12.51	2.23	1,094.03	619.27	559.91	\$33,605.87	\$32,007.48	-54.06	-\$1,119.39
OCT	236.74	35.25	422.66	62.93	12.26	1.83	0.00	623.34	671.66	\$31,195.82	\$32,486.48	58.86	\$878.18
NOV		#DIV/0!		#DIV/0!		#DIV/0!		567.74	0.00	\$27,502.39	\$34,008.84	-692.64	-\$33,980.90
DEC		#DIV/0!		#DIV/0!		#DIV/0!		383.14	0.00	\$20,929.91		-421.30	-\$19,811.03
Average per monthly	212.33	36.68	321.28	58.81	15.21	4.51	525.44	556.43	401.11	\$29,555.46	\$30,201.37		\$172.67
Total	2123.28		3212.83		152.10		5254.44	6677.13	5488.21	\$329,183.01	\$302,013.72	73.43	\$4,467.11

Town of Fort Frances Tonnage

Total Tonnage

5336.11

5488.21

2012

Forecasted

\$362,416.46

2012

Budgeted

\$365,362.03

2012

Difference

\$2,945.57

Residential Tonnage

38.69%

ICI Tonnage

58.54%

Coverage material

95.74%

f/n:p: 2010Janlandfillsitedata2010

Aircraft Landings 2012
As of November 1st, 2012 - Airport Statistics - Page 1

Month	Bearskin Flights			Bearskin Passengers			Government			Private			Med-I-vacs			International			Commercial			Totals		Variance 2012-2011	
	2012	2010	2011	2012	2010	2011	2012	2010	2011	2012	2010	2011	2012	2010	2011	2012	2010	2011	2012	2010	2011				
	90	87	93	447	364	354	1	0	3	4	0	3	41	35	44	3	3	5	50	49	45	188	175		190
January	90	83	80	465	384	380	0	0	0	16	3	7	45	39	45	5	10	4	41	44	40	197	179	176	21
February	89	88	97	469	377	381	5	12	4	8	6	21	44	36	45	4	9	9	56	61	56	206	212	232	-26
March	269	258	270	1381	1125	1115	5	13	4	28	9	31	130	110	134	12	22	18	147	154	141	591	566	598	-7
1/4 Total	87	92	77	408	375	329	2	10	0	18	5	26	36	43	30	13	7	4	50	83	55	206	240	192	14
April	90	95	96	402	446	374	7	9	13	14	14	38	59	42	46	35	41	37	73	82	83	278	283	313	-35
May	89	98	92	399	328	429	12	6	5	48	8	64	44	48	47	104	69	104	76	99	95	373	328	407	-34
June	535	543	535	2590	2274	2247	26	38	22	108	36	159	269	243	257	164	139	163	346	418	374	1448	1417	1510	-62
1/2 Total	89	96	92	414	381	389	7	10	2	80	34	52	29	39	35	95	70	97	111	75	72	411	324	350	61
July	88	98	90	352	395	373	0	17	0	45	28	38	52	39	42	81	53	62	89	81	71	355	316	303	52
August	81	93	88	410	389	312	7	5	4	51	8	42	34	52	42	40	38	53	61	94	80	274	290	309	-35
September	793	830	805	3766	3439	3321	40	70	28	284	106	291	384	373	376	380	300	375	607	668	597	2488	2347	2472	16
3/4 Total	87	93	88	432	412	371	11	17	5	22	27	36	37	31	61	9	20	19	73	55	72	239	243	281	-42
October		92	93		425	492	4	2	2	425	19	9		34	46		3	4		60	52	0	212	206	-206
November		82	78		289	325	0	0	0		5	4		51	39		1	6		45	46	0	184	173	-173
December																									
Total	880	1097	1064	4198	4565	4509	51	91	35	306	157	340	421	489	522	389	324	404	680	828	767	2727	2986	3132	-421

Fort Frances Airport- Page 2 - Fuel Sales - As of November 1st, 2012																												
Fuel Sales Recap - 2012																												
Month	100LL		Jet Trk		Jet Cab		Month		Year		2011		2010		2009		2008		2007		5 year		Variance 2012-2011		Variance 2012-2011			
	Liters	Total	Liters	Total	Liters	Total	Month	Total	Total	Total	per month	per year	per month	per year	per month	per year	per month	per year	per month	per year	Average	per month	per month	per month	per year	per	per	
January	0	0	10,252	10,252	0	0	10,252	10,252	10,252	10,252	7,308	7,308	10,971	15,989	15,989	29,926	16,283	16,095	16,095	16,095	16,095	2,944	2,944	2,944	2,944	2,944	2,944	2,944
February	435	435	6,483	16,735	0	0	6,918	17,170	17,170	17,170	3,687	10,995	5,782	13,135	13,135	21,134	11,782	11,104	11,104	11,104	11,104	3,231	3,231	3,231	3,231	3,231	3,231	3,231
March	544	979	8,785	25,520	0	0	9,329	26,499	26,499	26,499	10,390	21,385	15,539	9,612	9,612	27,435	19,969	16,589	16,589	16,589	16,589	-1,061	-1,061	-1,061	-1,061	-1,061	-1,061	-1,061
April	748	1,727	7,503	33,023	0	0	8,251	34,750	34,750	34,750	5,294	26,679	24,825	10,676	10,676	22,466	28,609	18,374	18,374	18,374	18,374	2,957	2,957	2,957	2,957	2,957	2,957	2,957
May	1,178	2,905	20,713	53,736	0	0	21,891	56,641	56,641	56,641	19,790	46,469	25,375	24,033	24,033	30,287	47,288	29,349	29,349	29,349	29,349	2,101	2,101	2,101	2,101	2,101	2,101	2,101
June	7,050	9,955	16,487	70,223	0	0	23,537	80,178	80,178	80,178	25,723	72,192	27,768	22,395	22,395	35,995	40,736	30,523	30,523	30,523	30,523	-2,186	-2,186	-2,186	-2,186	-2,186	-2,186	-2,186
July	7,408	17,363	25,242	95,465	0	0	32,650	112,828	112,828	112,828	19,124	91,316	30,455	24,925	24,925	33,390	44,875	30,554	30,554	30,554	30,554	13,526	13,526	13,526	13,526	13,526	13,526	13,526
August	5,915	23,278	24,564	120,029	304	304	30,783	143,611	143,611	143,611	21,467	112,783	33,139	28,250	28,250	40,177	41,630	32,933	32,933	32,933	32,933	9,316	9,316	9,316	9,316	9,316	9,316	9,316
September	2,515	25,793	16,916	136,945	0	304	19,431	163,042	163,042	163,042	22,511	135,294	23,363	18,937	18,937	28,822	30,341	24,795	24,795	24,795	24,795	-3,080	-3,080	-3,080	-3,080	-3,080	-3,080	-3,080
October	1,251	27,044	10,074	147,019	0	304	11,325	174,367	174,367	174,367	13,677	148,971	15,033	21,304	21,304	16,631	28,020	18,933	18,933	18,933	18,933	-2,352	-2,352	-2,352	-2,352	-2,352	-2,352	-2,352
November											6,785	155,756	17,747	10,754	10,754	16,951	16,842	13,816	13,816	13,816	13,816	-6,785	-6,785	-6,785	-6,785	-6,785	-6,785	-6,785
December											2,446	158,202	7,641	7,596	7,596	13,083	14,733	9,100	9,100	9,100	9,100	-2,446	-2,446	-2,446	-2,446	-2,446	-2,446	-2,446
Total											158,202	158,202	237,638	207,606	207,606	316,297	341,078											

2012 RESERVE FUNDS

Account Name	G/L Account #	Balance as at Dec 31/11	Line %	Interest Earned 1st Quarter	Subtotal	Line %	to (from) Reserve Funds	Interest Earned 2nd Quarter	Subtotal	Contributions to (from) Reserve Funds	Subtotal	Line %	Interest Earned 3rd Quarter	Subtotal
Handi-Transit MTO Gas Tax	R-L60-0809-0000	91,093.54	0.883%	623.96	91,717.50	0.883%		552.39	92,269.89		92,269.89	0.859%	632.13	92,902.02
Daycare/Toy Library Donations	R-L60-0812-0000	2,397.50	0.023%	16.42	2,413.92	0.023%		14.54	2,428.46		2,428.46	0.023%	16.64	2,445.10
Waterworks Projects	R-L60-0816-0000	4,681,719.36	45.379%	32,068.16	4,713,787.52	45.379%		28,389.64	4,742,177.16		4,742,177.16	44.159%	32,487.54	4,774,664.70
Parks & Cemeteries Projects	R-L60-0823-0000	45,345.56	0.440%	310.60	45,656.16	0.440%		274.97	45,931.13		45,931.13	0.428%	314.66	46,245.79
Public Library & Technology Centre	R-L60-0827-0000	208,080.64	2.017%	1,425.28	209,505.92	2.017%	40,000.00	1,261.79	250,767.71		250,767.71	2.335%	1,717.95	252,485.66
Sister Kennedy Centre Projects	R-L60-0832-0000	20,709.39	0.201%	141.85	20,851.24	0.201%		125.58	20,976.82		20,976.82	0.195%	143.71	21,120.53
Post Landfill Closure	R-L60-0851-0000	241,338.48	2.339%	1,653.09	242,991.57	2.339%		1,463.46	244,455.03		244,455.03	2.276%	1,674.70	246,129.73
Sanitary Sewer	R-L60-0859-0000	1,168,678.36	11.328%	8,005.04	1,176,683.40	11.328%		7,086.79	1,183,770.19		1,183,770.19	11.023%	8,109.73	1,191,879.92
Townshend Theatre	R-L60-0871-0000	87,561.98	0.849%	599.77	88,161.75	0.849%		530.97	88,692.72		88,692.72	0.826%	607.61	89,300.33
Corporate Vehicles/Equipment	R-L60-0874-0000	1,387,567.56	13.449%	9,504.36	1,397,071.92	13.449%		8,414.12	1,405,486.04		1,405,486.04	13.088%	9,628.66	1,415,114.70
Corporate Building	R-L60-0875-0000	500,218.15	4.848%	3,426.32	503,644.47	4.848%		3,033.29	506,677.76		506,677.76	4.718%	3,471.13	510,148.89
Corp. Projects Reserve Fund	R-L60-0876-0000	1,296,310.62	12.565%	8,879.28	1,305,189.90	12.565%		7,860.74	1,313,050.64		1,313,050.64	12.227%	8,995.40	1,322,046.04
Corporate Contingency	R-L60-0877-0000	318,000.00	3.082%	2,178.19	320,178.19	3.082%		1,928.33	322,106.52		322,106.52	2.999%	2,206.68	324,313.20
Federal Gas Tax Reserve	R-L60-0878-0000	268,018.03	2.598%	1,835.83	269,853.86	2.598%		1,625.24	271,479.10	248,559.53	520,038.63	4.843%	3,562.66	523,601.29
		10,317,039.17	100.00%	70,668.15	10,387,707.32	100.00%		62,561.85	10,490,269.17	248,559.53	10,738,828.70	100.00%	73,569.20	10,812,397.90
Library Building	R-L61-0828-0000	39,808.37			39,808.37		-40,000.00		191.63		191.63			191.63
		10,356,847.54		70,668.15	10,427,515.69			62,561.85	10,490,077.54	248,559.53	10,738,637.07		73,569.20	10,812,206.27

Interest Earned - Jan1/12 - March 31/12

Reserve Fund Bank Account Int.	4,146.02
ONE Money Market Investments	9.11
ONE Bond Investments	58,133.19
Reserve Fund B/L & Solar Panel Int.	8,379.83
	70,668.15

Interest Earned - April 1/12 - June 30/12

Reserve Fund Bank Acct. Int.	4,317.88
ONE Money Market Investments	9.87
ONE Bond Investments	55,868.25
Reserve Fund Solar Panel Int.	2,365.85
	62,561.85

Interest Earned - July 1/12 - Sept 30/12

Reserve Fund Bank Acct	2,662.65
Reserve Fund B/L & Solar Panel Int.	8,276.43
ONE Money Mkt Investments	7.94
ONE Bond Investments	56,766.02
Reserve Fund GIC Interest	5,856.16
	73,569.20

**Administration & Finance Department Stats
for the period ending October 31, 2012**

	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
Revenue													
Tax Certificates	\$ 230.00	\$ 287.00	\$ 575.00	920.00	1,092.70	976.00	1,265.00	977.50	1,495.00	1,263.50			\$ 9,081.70
Business Licences	14,148.25	5,948.20	5,085.55	2,168.90	1,896.80	442.85	990.75	249.80	167.40	315.95			\$ 31,414.45
Lottery Licences	1,283.73	75.00	1,008.13		1,219.20	120.00	2,469.78	568.50	447.15	3,166.37			\$ 10,357.86
Town Property Rental	353.40	353.40	364.60	364.60	364.60	364.60	364.60	364.60	364.60	364.60			\$ 3,623.60
Fort Frances Portion of POA Fines					16,325.19		0.00	10,387.36	0.00	0.00			\$ 26,712.55
Nat Gas/Purchase Card Rebates					0.00		0.00	4,163.59	0.00	0.00			\$ 4,163.59
Death/Still Birth Registrations	502.35	265.95	354.60	413.70	265.95	0.00	650.10	443.25	325.05	88.65			\$ 3,309.60
Marriage Licences	267.10	400.75	667.75	534.20	934.85	1,068.40	1,899.70	667.75	267.10	133.55			\$ 6,811.15
Civil Marriage		618.00	759.65	386.25	772.50	1,171.65	1,442.00	944.70	0.00				\$ 6,094.75
Certify Copies	5.40		5.40		16.20		0.00	5.40	0.00	43.20			\$ 75.60
Commissioning Oaths/Affidavits	131.55	27.45	71.25	10.95	72.55	76.80	82.20	196.95	60.15	104.15			\$ 834.00
Investment Income	768.78	281.69	1,540.98	1,843.83	1,551.98	7,580.80	584.91	887.72	2,430.67	2,264.11			\$ 19,735.47
Agreement Fee									3,100.00				\$ 3,100.00
Sale of Land					0.00		2.00	0.00	0.00				\$ 2.00
Administration Service Charges	206.70	12,583.57	14,324.94	12,538.58	23,049.27	10,776.26	14,461.61	22,966.28	11,522.79	23,519.53			\$ 145,949.53
	\$ 17,897.26	\$ 20,841.01	\$ 24,757.85	\$ 10,181.01	\$ 47,561.79	\$ 22,577.36	\$ 24,182.65	\$ 42,823.40	\$ 20,179.91	\$ 31,263.61	\$ -	\$ -	\$ 271,265.85
Accounts Receivable													
Balance Forward	383,485.48	241,376.79	195,134.02	155,038.51	132,678.00	205,542.10	171,808.39	177,121.62	151,921.45	142,774.21			
Invoices/Debits	126,268.73	123,145.78	133,347.80	125,228.24	196,783.99	92,833.16	181,623.43	140,199.34	141,515.91	232,398.17			
Payments/Credits	(268,817.79)	(170,117.04)	(173,673.10)	(147,999.55)	(124,159.20)	(126,826.76)	(176,601.25)	(165,698.27)	(151,164.92)	(140,277.55)			
Interest Applied	440.37	728.49	229.79	410.80	239.31	259.89	291.05	258.76	501.77	189.59			\$ 3,549.82
Total Amount Owing	\$ 241,376.79	\$ 195,134.02	\$ 155,038.51	\$ 132,678.00	\$ 205,542.10	\$ 171,808.39	\$ 177,121.62	\$ 151,921.45	\$ 142,774.21	\$ 235,084.42	\$ -	\$ -	\$ 3,549.82
A/R Invoices Processed													
General/By-Law	8	22	10	14	18	22	16	18	22	10			160
Daycare	0	54	50	58	54	48	58	44	54	47			467
Airport	19	5	16	22	19	22	22	23	19	17			184
Landfill	29	27	34	42	37	40	37	36	36	39			357
Public Works	3	5	3	5	6	0	12	17	13	10			74
Sewer	5	3	6	5	12	7	5	9	10	7			69
Water	14	9	14	20	178	9	7	13	21	16			301
Fire Department	0	0	0	0	0	1	0	0	0	0			1
Memorial Sports Centre	36	17	16	31	28	17	11	16	27	33			234
Fort Frances Power Corp	0	0	7	0	7	7	22	0	9	8			60
Invoices Issued by Month	114	142	156	197	359	173	190	178	211	187	0	0	1,907
NSF/Returned Payments													
Day Care	0	0	4	0	0	1	0	0	0	0			5
Memorial Sports Centre	2	2	3	1	2	0	0	0	2	0			12
Utilities	4	7	0	7	2	4	2	1	3	8			38
Taxation	1	0	1	0	0	0	3	0	0	0			5
Other	1	0	1	0	2	1	1	0	0	0			6
Taxes													
Balance Forward	\$ 977,809.74	\$ 6,886,890.94	\$ 3,252,413.35	\$ 1,342,329.17	\$ 1,199,272.68	1,079,967.73	7,213,301.23	3,235,812.24	1,260,400.15	1,088,415.56			
Tax Billings/Debits	6,431,054.59	1,274.62	11,475.09	2,091.89	5,161.10	6,585,516.48	10,431.26	22,079.75	12,413.90	1,181.20			
Payments/Credits	(533,597.33)	(3,646,675.59)	(1,935,009.28)	(160,706.03)	(138,492.72)	(465,078.95)	(3,996,864.52)	(2,010,100.97)	(198,851.93)	(117,980.87)			
Interest Applied	11,623.94	10,923.38	13,450.01	15,557.65	14,026.67	12,895.97	8,944.27	12,609.13	14,453.44	12,947.82			127,432.28
Total Amount Owing	\$ 6,886,890.94	\$ 3,252,413.35	\$ 1,342,329.17	\$ 1,199,272.68	\$ 1,079,967.73	\$ 7,213,301.23	\$ 3,235,812.24	\$ 1,260,400.15	\$ 1,088,415.56	\$ 984,563.71	\$ -	\$ -	\$ 127,432.28

	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
Tax Arrears Notices Mailed/Letters	179	163	354	367	249	204	174	383	469	276			
with no payment plans	30	26	24	23	22	21	18	16	13	12			
# Tax Sale Registrations	1	1	1	1	1	1	1	0	0	0			
# Write offs (MOS/357 Applications)	0	0	4	1	1	0	10	1	0	1			18
Write-off - Municipal Portion			\$ 288.18	\$ 133.75	\$ 342.40	\$ -	\$ 4,554.96	45.72	0.00	197.68			\$5,562.69
# of Charity Rebates	0	0	1	0	0	1	0	1	0	0			3
Charity Rebates - Municipal Portion	\$ -	\$ -	\$ 4,731.21	\$ -	\$ -	\$ 7,281.07	\$ -	12,846.22	0.00	0.00			\$24,858.50
# Vacancy Rebates	0	0	2	3	7	1	0	0	0	0			13
Vacancy Rebates - Municipal Portion	\$ -	\$ -	\$ 5,419.41	\$ 3,326.82	\$ 12,554.07	\$ 38,744.11	\$ -	\$ -	\$ -	\$ -			\$60,044.41
E.D. Financial Incentive Plan													
Demolition Grant	0	0	0	0	0	0	0	0	0				\$0.00
Grant-In-Lieu of Taxes													\$0.00
Water & Sewer													
Balance Forward	\$ 1,069,244.55	\$ 399,813.35	\$ 317,807.26	398,666.66	328,666.66	402,087.96	329,088.29	423,104.47	330,993.07	495,031.48			
W/S Billings/Debits		884.99	757,250.45	1,783.66	757,540.70	3,616.32	804,561.82	10,191.61	1,132,486.15	17,371.29			
Payments/Credits	(670,249.30)	(84,319.93)	(677,263.21)	(73,475.68)	(684,685.65)	(77,987.19)	(711,331.29)	(104,135.10)	(969,028.66)	(101,749.05)			
Interest Applied	818.10	1,428.85	872.16	1,463.25	566.25	1,371.20	785.65	1,832.09	580.92	2,579.45			12,297.92
Total Amount Owning	\$ 399,813.35	\$ 317,807.26	\$ 398,666.66	\$ 328,437.89	\$ 402,087.96	\$ 329,088.29	\$ 423,104.47	\$ 330,993.07	\$ 495,031.48	\$ 413,233.17	\$ -	\$ -	\$ 12,297.92
Bi-Monthly Water/Sewer Bills Issued	3,363		3,355		3,347		3,380		3,393				16,838
Final Billings Issued		36		13		27		29		45			150
Late Notices Mailed		433		380		527		453		571			2,364
Registered Letters		69		50		53		61		56			289
Disconnects		1		0		0		1		0			2
Reconnections		1		0		0		1		0			2
Provincial Offences													
Fines Paid	\$ 26,619.00	\$ 29,341.00	\$ 53,547.00	\$ 28,361.00	\$ 32,417.00	\$ 35,001.00	\$ 108,154.00	\$ 39,824.00					\$ 353,264.00
Outstanding Fines (pre & post transfer)	\$ 1,836,749.00	\$ 1,851,870.00	\$ 1,845,680.00	\$ 1,845,133.00	\$ 1,859,764.00	\$ 1,955,777.00	\$ 1,912,075.00	\$ 1,930,252.00					
IQOR Collections (pretransfer)	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -							\$ 100.00
IQOR Collections (post-transfer)	\$ 605.65	\$ 1,774.73	\$ 300.00	\$ 200.00	\$ 935.23	\$ 270.70	\$ 370.70	\$ 413.08					\$ 4,870.09
Total IQOR Collected	\$ 655.65	\$ 1,774.73	\$ 350.00	\$ 200.00	\$ 935.23	\$ 270.70	\$ 370.70	\$ 413.08	0.00	0.00	0.00	0.00	\$ 4,970.09
Hours spent on Collections	40	40	40	40	40	40	40	40					320.0
Notice of Default - mailed out	48	45	56	41	62	56	80	77					465
New Charges Filed	152	233	255	330	331	312	320	393					2,326
Court Room Operating Hours	3	1	6	4	4	5	7	8					38.0
Charges Disposed (Before or at Trial)													
Failed to Attend - Convicted	0	0	0	0	0	0	0	0					0
Plead Guilty	13	27	35	24	32	35	26	29					221
Withdrawn	3	4	14	3	7	22	6	3					62
Quashed	6	0	4	1	2	0	1	8					22
Stayed	0	0	0	0	28	0	0	0					28
Dismissed/Acquitted	1	0	4	1	0	0	3	4					13
Plead Not Guilty - Convicted	3	3	2	1	0	2	4	2					17
Other	1	0	1	0	0	1	0	0					3
Total	27	34	60	30	69	60	40	46	0	0	0	0	366

**Town of Fort Frances
Capital Fund Budget vs Actual
October 31, 2012**

		Actual to Date	2012 Budget	Variance
	Corporate Honeywell Project			
	Provincial Funding	0.00	0.00	-
	Hoeywell Improvement Project	22,336.36	0.00	(22,336.36)
	Total Revenue	0.00	0.00	-
	Total Expenditures	22,336.36	0.00	(22,336.36)
	TOTAL ADMINISTRATION	22,336.36	0.00	(22,336.36)
	Administration			
C-120-0490-0952	Contribution from Reserve Funds		(1,500.00)	(1,500.00)
C-140-0490-0952	Contribution from Reserve Funds		(25,000.00)	(25,000.00)
C-120-9132-0000	Administration File Cabinets	2,814.69	1,500.00	(1,314.69)
C-140-9109-0000	Computer/Network Upgrades	10,201.35	25,000.00	14,798.65
	Total Revenue	-	(26,500.00)	(26,500.00)
	Total Expenditures	13,016.04	26,500.00	13,483.96
	TOTAL ADMINISTRATION	13,016.04	-	(13,016.04)
	CIVIC CENTRE			
C-150-0490-0952	Contribution from Reserve Funds		(250,000.00)	(250,000.00)
C-150-9242-0000	OPP/Hall Roof	274,337.57	250,000.00	(24,337.57)
C-150-9255-1110/1111/14	Sprinkler System	2,937.17	-	(2,937.17)
	Total Revenue	-	(250,000.00)	(250,000.00)
	Total Expenditures	277,274.74	250,000.00	(27,274.74)
	TOTAL CIVIC CENTRE	277,274.74	-	(277,274.74)
	EMERGENCY SERVICES			
C-211-0490-0400	Federal Grant		(40,000.00)	(40,000.00)
C-211-0490-0952	Contribution from Reserve Funds		(57,350.00)	(57,350.00)
C-211-9123-1471	GIS		1,350.00	1,350.00
C-211-9133-0000	Rescue Truck	433.80	90,000.00	89,566.20
C-211-9239-1431	Fire Fighting Tools/Equipment	6,070.00	6,000.00	(70.00)
	Total Revenue	-	(97,350.00)	(97,350.00)
	Total Expenditures	6,503.80	97,350.00	90,846.20
	TOTAL EMERGENCY SERVICES	6,503.80	-	(6,503.80)
	PUBLIC WORKS			
	Transportation			
C-310-0490-0406	AMO Federal Gas Tax	(248,559.53)		248,559.53
C-310-0490-0952/320/3	Contribution from Reserve Funds		(261,898.00)	(261,898.00)
C-313-0490-0400/C320	Federal Gas Tax Reserve		(665,007.00)	(665,007.00)
C-350-090-0954	Contribution from Revenue Fund (O&F)			
C-310-1620-5390	Transfer to FGT Reserve Fund	248,559.53		(248,559.53)
C-310-9105-1471	Small Equipment Purchases	1,342.93	8,000.00	6,657.07
C-313-9110-1523	Upgrades to Portage Pumping Station	212,066.07	266,667.00	54,600.93
C-313-9223-1523	Third St E-Mowat to Victoria Roads	247,570.46	333,340.00	85,769.54
C-313-9245-1471	Sign Retroreflectometer	10,888.34	13,000.00	2,111.66

		Actual to Date	2012 Budget	Variance
C-313-9246-1523	Surface Treatment-8th St.-Portage to Christie		65,000.00	65,000.00
C-313-9250-1523	Asphalt 8th Street - Christie to Victoria	53,626.99	-	(53,626.99)
C-320-9223-1523	Third St E-Portage to Mowat Sidewalks			-
C-334-9107-1471	Backhoe/Loader	73,210.36	73,440.00	229.64
C-334-9244-1471	Combination Unit Sander/Plow		155,000.00	155,000.00
C-345-9135-1471	Pole Replacement	5,526.40	5,000.00	(526.40)
C-350-9224-1523/1110	Lift Weight Scale & Landfill Site Building		5,000.00	5,000.00
C-360-9123-1471	GIS Equipment & Mapping		2,458.00	2,458.00
C-360-9221-1523	Engineering-Front St-E of Crowe-S. of Scott St	7,244.82		(7,244.82)
C-360-9223-1523	Engineering-Third St E-Portage to Mowat			-
<u>Airport</u>				
C-390-0490-0400	Federal Grant			-
C-390-0490-0952	Contribution from Reserve Funds			-
C-390-9206-1523	Fuel Storage Tank	5,519.53	-	(5,519.53)
<u>Parks</u>				
C-580-0490-0952/C-586-0430-0632	Contribution from Reserve Funds		(166,000.00)	(166,000.00)
C-586-0430-0632	Lions Millennium Park- Donations	(24,885.00)		24,885.00
C-580-9105-1471	Small Equipment Replacement	3,932.61	5,000.00	1,067.39
C-580-9109-1471	Hand Held Portable PC	636.46	1,000.00	363.54
C-580-9133-1471	Replace 1988 Crew Cab Truck	27,988.01	37,000.00	9,011.99
C-580-9157-1471	Replace Riding Tractors	5,902.09	6,000.00	97.91
C-580-9240-1471	Sweeper Attachment	5,705.61	7,000.00	1,294.39
C-582-9206-1523	Fuel Storage Tank	10,070.23	-	(10,070.23)
C-583-9127-1471	Riverview Cemetery Office Building Renovation	85,954.41	80,000.00	(5,954.41)
C-583-9620-1471	Repair Foundation of Columbarium at RV	23,000.00	25,000.00	2,000.00
C-585-9108-1471	Dock Repairs		5,000.00	5,000.00
C-586-9232-1523	Lions Park Contracted Works	26,339.61		(26,339.61)
C-586-1620-5390	Transfer to Reserve Fund			-
	Total Revenue	(273,444.53)	(1,092,905.00)	(819,460.47)
	Total Expenditures	1,055,084.46	1,092,905.00	37,820.54
	TOTAL PUBLIC WORKS	781,639.93	-	(781,639.93)
FORT FRANCES CHILDREN'S COMPLEX				
C-641-0490-0412	Provincial Grant		(25,000.00)	(25,000.00)
C-641-0490-0436	Health & Safety Grant (DSSAB)	(18,296.37)	(10,000.00)	8,296.37
C-641-0490-0952	Contribution from Reserve Funds			-
C-641-9105-0000	Small Capital Purchases			-
C-641-9106-0000	Health & Safety	17,920.34	10,000.00	(7,920.34)
C-641-9108-0000	Repairs	664.03		(664.03)
C-641-9253-0000	Infant Care Feasibility Study		25,000.00	25,000.00
	Total Revenue	(18,296.37)	(35,000.00)	(16,703.63)
	Total Expenditures	18,584.37	35,000.00	16,415.63
	TOTAL FFCC	288.00	-	(288.00)

		Actual to Date	2012 Budget	Variance
	SISTER KENNEDY CENTRE			
C-622-0490-0448	Provincial Grant	(9,600.00)	(10,000.00)	(400.00)
C-622-0490-0952	Contribution from Reserve Funds			-
C-622-9105-0000	Small Capital Purchases			-
C-622-9108-1523	Centre Upgrades	7,719.30	10,000.00	2,280.70
	Total Revenue	(9,600.00)	(10,000.00)	(400.00)
	Total Expenditures	7,719.30	10,000.00	2,280.70
	TOTAL SKC	(1,880.70)	-	1,880.70
	HANDI-VAN			
C-653-0490-0952	Contribution from Reserve Funds		(75,000.00)	(75,000.00)
C-653-9133-0000	Handicapped Van Replacement	68,199.61	75,000.00	6,800.39
	Total Revenue	-	(75,000.00)	(75,000.00)
	Total Expenditures	68,199.61	75,000.00	6,800.39
	TOTAL HANDI-VAN	68,199.61	-	(68,199.61)
	TOWNSHEND THEATRE			
C-713-0490-0952	Contribution from Reserve Funds		(30,000.00)	(30,000.00)
C-713-9208-0000	Theatre Painting		10,000.00	10,000.00
C-713-9219-0000	Theatre Stage Replacement	19,013.00	20,000.00	987.00
	Total Revenue	-	(30,000.00)	(30,000.00)
	Total Expenditures	19,013.00	30,000.00	10,987.00
	TOTAL HANDI-VAN	19,013.00	-	(19,013.00)
	<u>MSC/Recreation</u>			
C-722-0490-0400	Federal Grant		(42,860.00)	(42,860.00)
C-722-0490-0952/C740	Contribution from Reserve Funds		(42,790.00)	(42,790.00)
C-740-0430-0632	Donations			-
C-740-0490-0412	Provincial Grant		(65,000.00)	(65,000.00)
C-740-0490-0437	Kiwanis Club Grant			-
C-740-0490-0952	Contribution from Reserve Funds			-
C-722-9131-0000	East End Hall Accessibility Project		57,150.00	57,150.00
C-722-9132-0000	Auditorium Tables & Chairs		2,500.00	2,500.00
C-722-9187-0000	Arena Chiller	95,206.56	-	(95,206.56)
C-722-9248-1523	Flooring/Locker Replacement	34,957.21	25,000.00	(9,957.21)
C-740-9105-0000	Sunny Cove Camp Small Equipment			-
C-740-9108-1523	Sunny Cove Camp Repairs		65,000.00	65,000.00
C-817-9249-0000	Marina Cash Register		1,000.00	1,000.00
	Total Revenue	-	(150,650.00)	(150,650.00)
	Total Expenditures	130,163.77	150,650.00	20,486.23
	TOTAL MSC	130,163.77	-	(130,163.77)

		Actual to Date	2012 Budget	Variance
LIBRARY				
C-781-0490-0400	Federal Grant (CAPP)	(3,757.00)		3,757.00
C-781-0490-0632	Donations	(3,000.00)	-	3,000.00
C-781-0490-0952	Contribution from Reserve Funds			-
C-781-9109-0000	Computer Equipment	1,885.83	-	(1,885.83)
C-781-9132-0000	Office Furniture	2,655.54	-	(2,655.54)
C-781-9165-1471	New Library-Materials			-
C-781-9165-1527	New Library-Contracted Services			-
	Total Revenue	(6,757.00)	-	6,757.00
	Total Expenditures	4,541.37	-	(4,541.37)
	TOTAL LIBRARY	(2,215.63)	-	2,215.63
MUSEUM				
C-791-0490-0400	Federal Grant	(1,000.00)		1,000.00
C-791-0490-0412	Provincial Grant			-
C-791-0490-0632	Donations	(3,585.00)		3,585.00
C-791-0490-0952	Contribution from Reserve Funds		(10,000.00)	(10,000.00)
C-791-9241-0000	Conservation Expense	1,000.00		(1,000.00)
C-791-9251-0000	Electronic Storage for Museum Collection		10,000.00	10,000.00
	Total Revenue	(4,585.00)	(10,000.00)	(5,415.00)
	Total Expenditures	1,000.00	10,000.00	9,000.00
	TOTAL MUSEUM	(3,585.00)	-	3,585.00
PLANNING & DEVELOPMENT				
C-271-0490-0952/C-815	Contribution from Reserve Funds		(14,203.00)	(14,203.00)
C-271-9243-1110/1111/14	Parking Lot Machine	9,177.13	12,000.00	2,822.87
C-815-9123-1471	GIS Expense		2,203.00	2,203.00
	Total Revenue	-	(14,203.00)	(14,203.00)
	Total Expenditures	9,177.13	14,203.00	5,025.87
	TOTAL PLANNING & DEVELOPMENT	9,177.13	-	(9,177.13)
SANITARY SEWER				
C-410-0490-0952	Contribution from Reserve Funds		(281,083.00)	(281,083.00)
C-410-0490-0954	Contribution from Revenue Funds		(453,766.00)	(453,766.00)
C-410-9105-1471	Sanitary Sewer Small Tools	255.29	10,000.00	9,744.71
C-410-9123-1471	GIS Equipment & Mapping		2,458.00	2,458.00
C-410-9138-1523	Sanitary Manholes		50,000.00	50,000.00
C-410-9144-1523	Upgrades to Portage Ave Storm Sewer	105,756.78	133,334.00	27,577.22
C-410-9179-1523	Infiltration & Inflow Study	62,152.62	100,000.00	37,847.38
C-410-9223-1523	Third St E-Mowat to Victoria	390,476.29	439,057.00	48,580.71
C-410-9238-1523	Geo/Engineering Contracted Works	3,298.42		(3,298.42)
	Total Revenue	-	(734,849.00)	(734,849.00)
	Total Expenditures	561,939.40	734,849.00	172,909.60
	TOTAL SANITARY SEWER	561,939.40	-	(561,939.40)

		Actual to Date	2012 Budget	Variance
SEWAGE TREATMENT PLANT				
C-413-0490-0954	Contribution from Revenue Fund		(183,000.00)	(183,000.00)
C-413-9103-1471	STP Pump Replacement - Materials			-
C-413-9105-1471	Small Miscellaneous Capital	48,142.28	183,000.00	134,857.72
C-413-9105-1523	Small Miscellaneous Capital - Contracted Works	463.28		(463.28)
C-413-9178-1471	Collector Chain Replacement			-
	Total Revenue	-	(183,000.00)	(183,000.00)
	Total Expenditures	48,605.56	183,000.00	134,394.44
	TOTAL STP	48,605.56	-	(48,605.56)
WATERWORKS ADMINISTRATION				
C-961-0490-0589	Expense Recovery			-
C-961-0490-0952	Contribution from Reserve Fund		(766,685.00)	(766,685.00)
C-961-0490-0954	Contribution from Revenue Fund		(753,540.00)	(753,540.00)
C-961-9105-1471	Miscellaneous Tools/Equipment	1,453.48	10,000.00	8,546.52
C-961-9123-1471	GIS Equipment & Mapping		4,915.00	4,915.00
C-961-9137-1523	Replace Mainline Water Valves/Hydrants	94,584.39	100,000.00	5,415.61
C-961-9167-1523	Water Tower Rehab	(819.97)		819.97
C-961-9223-1523	Third St. E.-Mowat to Victoria	434,506.79	434,480.00	(26.79)
C-961-9226-1523	East of Butler Ave-Church St to Front St	42,497.19	53,405.00	10,907.81
C-961-9234-1523	Sixth St E-Portage Ave to McKenzie Ave			-
C-961-9236-1523	8th St -York to East - Contracted Works			-
C-961-9238-1523	Geo/Engineering Contracted Works	16,128.76		(16,128.76)
C-961-9247-1523	King's Hwy-Pit Rd #1 to 185m E. of Daniel	395,638.12	917,425.00	521,786.88
	Total Revenue	-	(1,520,225.00)	(1,520,225.00)
	Total Expenditures	983,988.76	1,520,225.00	536,236.24
	TOTAL WATERWORKS ADMIN	983,988.76	-	(983,988.76)
WATER TREATMENT PLANT				
C-965-0490-0954	Contribution from Revenue Fund		(242,000.00)	(242,000.00)
C-965-9105-1471	Misc. Small Capital	17,441.72	15,000.00	(2,441.72)
C-965-9152-1471/1523	Replace In-Plant Potable Water Lines	13,173.67	77,000.00	63,826.33
C-965-9225-1523	Solar Equipment Installation - WTP Roof Top			-
C-965-9252-1523	Replace WTP Boiler w/2 High Efficiency Boilers		90,000.00	90,000.00
C-965-9254-1523	Install VFD Elec Motors for High Lift Pumps		60,000.00	60,000.00
	Total Revenue	-	(242,000.00)	(242,000.00)
	Total Expenditures	30,615.39	242,000.00	211,384.61
	TOTAL WTP	30,615.39	-	(30,615.39)
TOTAL REVENUE		(312,682.90)	(4,471,682.00)	(4,158,999.10)
TOTAL EXPENDITURES		3,257,763.06	4,471,682.00	1,213,918.94
TOTAL CAPITAL		2,945,080.16	-	(2,945,080.16)

**Town of Fort Frances
General Fund (Operating)
Actuals as at October 31, 2012**

		Actuals to Date	2012 Budget	Variance
CORPORATE				
050	Municipal Tax Levy	(10,792,802.48)	(10,792,802.00)	0.48
051	Education Tax Levy	(2,028,790.42)	(2,029,218.00)	(427.58)
052	Supp/Omit Municipal Tax Levy	(24,439.16)	-	24,439.16
053	Supp/Omit Education Tax Levy	(4,701.85)	-	4,701.85
056	W/O Municipal	65,607.10	-	(65,607.10)
057	W/O Education	69,656.18	-	(69,656.18)
061	OMPF	(3,239,400.00)	(3,239,400.00)	-
062	Payments-in-Lieu	(762,390.09)	(769,786.00)	(7,395.91)
080	Prior Year Surplus		(82,364.00)	(82,364.00)
110	Mayor & Council	664,845.14	540,310.00	(124,535.14)
112	Contribution to Reserves & Reserve Funds		750,000.00	750,000.00
113	Long Term Debt	562,709.38	819,210.00	256,500.62
115	Election	-	-	-
161	Riverside Health Care/Dr Recruitment	61,669.58	71,500.00	9,830.42
161	Clinic Financing Interest		20,000.00	20,000.00
162	RR DSSAB	1,662,639.63	2,082,397.00	419,757.37
163	Rainycrest	252,615.90	303,140.00	50,524.10
164	Northwestern Health Unit	311,079.57	366,240.00	55,160.43
820	Economic Development	120,331.76	182,000.00	61,668.24
830	Solar Panel Project	(23,275.95)	(34,890.00)	(11,614.05)
991	English Public School Board	1,226,949.68	1,635,932.00	408,982.32
992	English Separate School Board	290,506.28	387,342.00	96,835.72
993	French Public School Board	1,204.67	1,606.00	401.33
994	French Separate School Board	3,253.34	4,338.00	1,084.66
Total Corporate		(11,582,731.74)	(9,784,445.00)	1,798,286.74
ADMINISTRATION AND FINANCE				
070	Other Unassigned Revenue	(251,198.02)	(339,000.00)	(87,801.98)
120	Administration	307,225.37	377,975.00	70,749.63
121	Admin Vehicle	2,888.82	2,820.00	(68.82)
122	Municipal Buildings	57,614.97	63,630.00	6,015.03
125	HR Department	25,751.39	41,500.00	15,748.61
130	Clerk	134,939.19	161,830.00	26,890.81
140	Treasury	379,919.06	441,451.00	61,531.94
910	PUC Administration	68,507.52	90,300.00	21,792.48
Total Administration and Finance		725,648.30	840,506.00	114,857.70
COMMUNITY SERVICES				
211	Emergency Services	784,829.80	1,001,922.00	217,092.20
227	Emergency Measures	1,027.68	19,553.00	18,525.32
228	911 Service	14,737.70	17,500.00	2,762.30
231	Police Revenue	(34,106.32)	(25,000.00)	9,106.32
232	Police Services Board	12,146.95	17,380.00	5,233.05
233	Police Administration	2,197,319.64	2,598,509.00	401,189.36

**Town of Fort Frances
General Fund (Operating)
Actuals as at October 31, 2012**

		Actuals to Date	2012 Budget	Variance
622	Sister Kennedy Centre	16,965.72	30,200.00	13,234.28
641	Fort Frances Children's Complex	80,824.09	75,530.00	(5,294.09)
643	Toy Lending Library/Resource	2,790.82	5,300.00	2,509.18
644	Day Care Resource Teacher	(976.79)	3,365.00	4,341.79
645	Best Start Special Needs	1,512.54	1,030.00	(482.54)
653	Handi-Transit System	50,781.84	93,860.00	43,078.16
713	Townshend Theatre	(7,453.90)	-	7,453.90
722	Recreation Facilities	420,711.24	461,250.00	40,538.76
725	Recreation Programs	43,930.46	139,330.00	95,399.54
732	Community Services	137,259.70	148,560.00	11,300.30
740	Sunny Cove Camp	3,003.79	(1,310.00)	(4,313.79)
781	Fort Frances Public Library	393,361.98	470,340.00	76,978.02
791	Museum	121,165.04	128,400.00	7,234.96
817	Waterfront Development/Marina	41,011.65	47,810.00	6,798.35
Total Community Services		4,280,843.63	5,233,529.00	952,685.37

OPERATIONS AND FACILITIES

310	PW Administration	79,050.24	(992.00)	(80,042.24)
311	PW Buildings & Yards	93,517.20	120,138.00	26,620.80
313	Municipal Roads	878,807.93	1,295,367.00	416,559.07
318	Public Parking Lots	11,457.61	24,085.00	12,627.39
320	Sidewalks	127,549.69	125,444.00	(2,105.69)
330	Private Works Charges	21,179.14	65,226.00	44,046.86
331	Private Crossing Charges	11,586.94	19,942.00	8,355.06
333	PW Vehicles	121,401.01	190,255.00	68,853.99
334	PW Equipment	183,206.06	213,805.00	30,598.94
344	PW Stores	67,040.09	66,470.00	(570.09)
345	Traffic Signal Maintenance	4,485.46	10,766.00	6,280.54
346	Streetlight Maintenance	61,831.00	116,481.00	54,650.00
350	Garbage Collection	42,395.48	28,320.00	(14,075.48)
351	Recycling Services	145,415.23	210,883.00	65,467.77
352	Sanitary Landfill	(129,541.81)	(133,399.00)	(3,857.19)
360	Engineering	45,609.65	56,180.00	10,570.35
390	Airport	12,299.30	95,800.00	83,500.70
391	Airport Building Maintenance	26,130.62	43,004.00	16,873.38
393	Airport Grounds Maintenance	58,167.69	72,316.00	14,148.31
580	Parks & Cemeteries Admin.	183,114.03	149,814.00	(33,300.03)
582	Fort Frances Cemetery	72,526.21	79,203.00	6,676.79
583	Riverview Cemetery	141,661.03	149,022.00	7,360.97
584	Point Park	28,039.39	26,215.00	(1,824.39)
585	Parks - Outdoor Facilities	280,171.26	290,683.00	10,511.74
586	Lions Millennium Park	5,981.00	8,062.00	2,081.00
Total Operations and Facilities		2,573,081.45	3,323,090.00	750,008.55

**Town of Fort Frances
General Fund (Operating)
Actuals as at October 31, 2012**

		Actuals to Date	2012 Budget	Variance
PLANNING AND DEVELOPMENT				
150	Civic Centre	77,794.08	118,990.00	41,195.92
271	By-Law Enforcement	102,448.75	107,124.00	4,675.25
272	Animal Shelter	7,209.24	9,096.00	1,886.76
813	Building Official	54,464.92	57,470.00	3,005.08
815	Planning & Zoning	69,754.20	94,640.00	24,885.80
	Total Planning and Development	311,671.19	387,320.00	75,648.81
	Sub-Total General Fund (Operating)	(3,691,487.17)	-	3,691,487.17
L80	Surplus from Previous Year			-
	Deficit/(Surplus)	(3,691,487.17)	-	3,691,487.17
	TOTAL REVENUE	(\$20,612,409.13)	(\$21,640,492.00)	(\$1,028,082.87)
	TOTAL EXPENSE	\$16,920,921.96	\$21,640,492.00	\$4,719,570.04
		(\$3,691,487.17)	\$0.00	\$3,691,487.17