

TOWN OF FORT FRANCES

AGENDA - December 15, 2014

COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre

(Session No. ##) 5:30 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:

- 4.1 Identifiable Individuals: Physician Recruitment Update
- 4.2 Identifiable Individuals: Municipal License Application
- 4.3 Client/Solicitor Privilege: Insurance Claims Update
- 4.4 Client/Solicitor Privilege: Legal Opinion on Matter
- 4.5 Identifiable Individuals: Boards & Committees Appointments

5. Public Session Resumes in Council Chambers:

6. Consent Agenda:

- | | | |
|-----|---|---------|
| 6.1 | J. Kabel, Manager of Community Services - Report on Gas Tax Program Funding
- council approval will authorize town signatories to sign all required copies of Letter of Agreement with MTO and endorse a supporting by-law. | 5 - 11 |
| 6.2 | J. Kabel, Manager of Community Services - Museum Advisory Cmte Recommendation
- council approval will 1) endorse the appointment of a Council member to the Museum Advisory Committee; 2) authorize the Museum Curator, Sherry George to investigate options for additional staffing support through available federal & provincial grants, volunteer assistance, and high school co-op opportunities. | 12 - 13 |
| 6.3 | T. Rob, Chief Building Official - Report on Tender for Janitorial Services
- council approval of this report will 1) approve the bid | 14 - 19 |

- submissions from S&A Cleaners for the Library, Marianne Hellesoe for Public Works, Nicolson Janitorial for the Museum and Civic Centre and Tom Piotrowski for the Children's Complex; 2) authorize the agreements to be signed and associated by-law prepared.
- 6.4 D. Brown, Manager of Operations & Facilities - Awarding Engineering Design & Project Management Services to Change Out Dewatering Equipment at the Sewage Treatment Plant (STP) - council approval will ensure the following: 20 - 45
- 1) that the engineering design & project management services for the change out of the dewatering equipment at the STP be awarded to Associated Engineering at an estimated cost of \$139,809.00 (HST extra) in accordance with their attached proposal dated November 28, 2014.
 - 2) that the replacement of the dewatering equipment at the STP be included in the 2015 Capital Budget with an estimated amount of \$800,000.00. The exact amount will be refined once additional information comes available i.e. section of new dewatering equipment to be installed.
 - 3) that the Mayor & Clerk be authorized to execute the contract document on behalf of the Corporation of the Town of Fort Frances.
- 6.5 D. Brown, Manager of Operations & Facilities - Execution of Environmental Systems Research Institute (ESRI) Small Government Enterprise Agreement for GIS Software 46 - 83
- council approval will ensure a 3 year Small Local Government Enterprise Licence agreement with ESRI is executed by the Mayor & Clerk on behalf of the Corporation.
- 6.6 D. Brown, Manager of Operations & Facilities - Report on Tender 14-OF-12 for Curbside Garbage & Recycling Material Collection Services 84 - 86
- council approval will ensure the following:
- 1) Award Part 1 - Tender 14-OF-12, five day cycle of curbside collection of residential waste to Asselin Transportation at a total cost without taxes of \$708,198.80 where the 100% performance bond at a cost is not required.
 - 2) Award Part 2 - Tender 14-OF-12, bi-weekly (every second week) curbside collection of co-mingled recycling material to Asselin Transportation at a total cost without taxes of

\$369,944.80.

3) Award Part 3 - Tender 14-OF-12, bi-weekly (every second week) supply and emptying of dumpsters at Town facilities in accordance with set schedule to Asselin Transportation at a total cost without taxes of \$48,950.00.

- | | | |
|------|--|-----------|
| 6.7 | <p>D. Brown, Manager of Operations & Facilities - Letter from Mike & Sandra Krikke 911 Smith Avenue (water issue)</p> <p>- council approval will ensure the following:</p> <p>1) that the request to waive the water and sanitary sewer billing from September 24, 2011 to October 28, 2014 as outlined in the letter dated November 17, 2014 from Mike & Sandra Krikke be denied.</p> <p>2) that a longer payment plan will be considered where the term and conditions will be agreeable to both parties.</p> <p>3) that the interest charges during the payment plan period will be waived.</p> <p>4) that the 'Turn On' fee in the amount of \$42.50 will be waived.</p> | 87 - 95 |
| 6.8 | <p>D. Galusha, Deputy Treasurer: Waive Property Tax Late Fees Request</p> <p>- council approval will agree to the recommendation of the Administration & Finance Executive Committee and the property tax late fees will continue to be payable by Jackie Lampi-Hughes.</p> | 96 - 100 |
| 6.9 | <p>D. Galusha, Deputy Treasurer: Appointment of Auditors</p> <p>- council approval will agree to the recommendation of the Administration & Finance Executive Committee that BDO Canada LLP be appointed as auditors for the Town of Fort Frances. Further, Administration recommends that BDO Canada LLP be appointed as auditors for a five year term ending December 31, 2017.</p> | 101 - 104 |
| 6.10 | <p>D. Galusha, Deputy Treasurer: Request for Reconsideration MOS (540 Kings Hwy)</p> <p>- council approval will agree to the recommendation of the Administration & Finance Executive Committee to receive the Minutes of Settlement for property located at 540 King's Highway in Fort Frances for the 2014 Taxation Year.</p> | 105 - 108 |
| 6.11 | <p>D. Galusha, Deputy Treasurer: Request from Police Services Board (Inclusion of Board Members in the Town's Insurance Policy)</p> | 109 - 116 |

7. Administration and Finance Division:

7.1	D. Galusha, Deputy Treasurer: Hallikas - Rainy River District Queen's Park Delegation Travel Claim	117 - 118
7.2	D. Galusha, Deputy Treasurer: Hallikas - NOMA Board Meeting Per Diem Claim	119 - 120
7.3	D. Galusha, Deputy Treasurer: Perry - Ontario's Boreal Forest Forum Travel & Per Diem Claim	121 - 125
7.4	D. Galusha, Deputy Treasurer: Albanese - Ontario's Boreal Forest Forum Per Diem Claim	126 - 128

8. Community Services Division:

8.1	J. Kabel, Manager of Community Services: User Fees at Memorial Sports Centre	129 - 140
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9. General:**10. Information:**

10.1	Fort Frances Wastewater Treatment Facility - October 2014 Monthly Report	141 - 146
10.2	Operations & Facilities Division - Environmental Area Operations Statistics (October 2014)	147 - 149
10.3	Operations & Facilities Division - Public Works Operations Statistics (September 2014)	150 - 159
10.4	Operations & Facilities Division - Public Works Operations Statistics (October 2014)	160 - 163
10.5	Operations & Facilities Division - Capital Budget Actuals to October 31, 2014	164
10.6	Fort Frances Airport - Landings & Fuel Sales Statistics (as of November 30, 2014)	165 - 167
10.7	Fort Frances Museum & Cultural Centre Newsletter - Winter 2014	168 - 172
10.8	T. Rob, Chief Building Official - Statistics Canada Report November 2014	173 - 174

11. Non-agenda items:**12. Adjournment**



REPORT

TO: Mayor & Council

FROM: Jason Kabel, Manager of Community Services

DATE: December 4, 2014

RE: **2014/15 Provincial Dedicated Gas Tax Program**

Background

For the past several years the Town of Fort Frances has benefited from the Ministry of Transportation's (MTO) 'Dedicated Gas Tax Funds Program' by receiving annual funding in excess of \$75,000 to subsidize public transportation offered by the Town through Handi-van & Dial-a-ride services.

Near the end of 2013 the Community Services Division received correspondence from the MTO indicating that new legislation has prompted changes to the program to align with the provincial fiscal year, April 1st to March 31. The Town had received notification that there was to be a six-month program to cover the time period from October 1, 2013 to March 31, 2014 that would bridge the time period between the 2012-13 program until the beginning of the 2014-15 program (April 1, 2014). With the six-month interim program the Town of Fort Frances was eligible to receive an allocation of \$35, 905.

The Town of Fort Frances received \$60,692.47 in 2013 through the program, down about \$15,000 from the budgeted number based on previous years. In 2015, the Community Services is budgeting \$65,000 to be received from the Provincial Gas Tax Program.

L. Witherspoon confirmed by email that the Town has received the hard copy package from MTO and has forwarded same to the Town Clerk – L. Slomke. The package includes the Letter of Agreement (four copies), program guidelines, and reporting forms.

Two fully signed copies of the Letter of Agreement, and a copy of the authorizing municipal by-law are to be returned to the Ministry by January 30, 2015.

The 2014 Reporting Forms are to be returned to the Ministry by February 27, 2015.

Recommendation

It is recommended to authorize two (2) Town signatories (e.g. Mayor and Treasurer) to sign all required copies of the Letter of Agreement with the Ministry of Transportation and endorse a supporting municipal by-law for submission to the MTO by January 30, 2015.

Respectfully Submitted,

Jason Kabel

Council approval of this report will authorize two (2) Town signatories to sign all required copies of the Letter of Agreement with the Ministry of Transportation and endorse a supporting municipal by-law for submission to the MTO by January 30, 2015.

Ministry of
Transportation

Office of the Minister

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

Ministère des
Transports

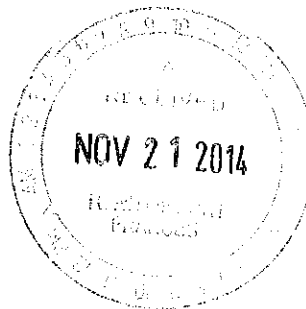
Bureau du ministre

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



November 13, 2014

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



Dear Mayor Avis:

As you know, our government is committed to working with municipalities to reduce congestion, improve the environment, and support economic growth. Overall, since 2003, we have invested more than \$19.3 billion in public transit in Ontario. These investments are paying off – in 2013, public transit ridership in Ontario increased by more than 204 million passenger trips, compared to 2003.

We remain committed to providing a long-term, stable and predictable transit funding source for Ontario municipalities by providing two cents per litre of provincial gas tax to improve and expand transit. Ontario moved forward with our commitment to make gas tax funding permanent with the passage of the *Dedicated Funding for Public Transportation Act, 2013*.

Since 2004, we have committed \$3.1 billion for municipal transit through the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), including \$321.5 million for this, the eleventh year of the program.

The Town of Fort Frances will be eligible to receive an allocation of \$65,058 for this program year.

Enclosed are four copies of a Letter of Agreement and the 2014/2015 Program Guidelines and Requirements. Please return two copies of the signed Letter of Agreement and the required supporting by-law by January 30, 2015, and the 2014 Reporting Forms by February 27, 2015 to:

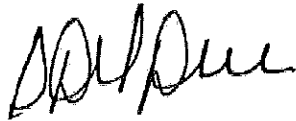
Division Services and Program Management Office
Ministry of Transportation
27th Floor, Suite #2702
777 Bay Street
Toronto, Ontario
M7A 2J8

.../2

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If you have any questions regarding the Dedicated Gas Tax Funds for Public Transportation Program, please contact Vinay Sharda, Director, Transit Policy Branch, at (416) 585-7347.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven Del Duca', written in a cursive style.

Steven Del Duca
Minister

Encl.

c: Sarah Campbell, MPP, Kenora-Rainy River

**Ministry of
Transportation**

Office of the Minister

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

**Ministère des
Transports**

Bureau du ministre

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



November 13, 2014

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

Dear Mayor Avis:

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

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

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

Following the passage of the *Dedicated Funding for Public Transportation Act, 2013* (the "DFPTA"), a portion of the tax that is paid to Ontario under the *Gasoline Tax Act* in each fiscal year is dedicated to the provision of grants, including those pursuant to the Program, to municipalities for public transportation. As a consequence, the Ministry has aligned the Program with the provincial fiscal year. For 2014/15, the Program will run from April 1, 2014 to March 31, 2015.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2014/2015 Guidelines and Requirements (the "guidelines and requirements").

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

.../2

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the Program in an amount up to \$65,058 in accordance with, and subject to, the terms set out in this Letter of Agreement and the guidelines and requirements, with \$48,794 payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law, and any remaining payment(s) payable thereafter.
2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements.
3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law and legal agreement between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.
4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the Program, and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2014/2015 Program year.
7. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least sixty (60) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may cancel all further dedicated gas tax funds payments. Where the Ministry has terminated this Letter of Agreement under this Section, the Ministry may, after determining the Municipality's reasonable costs to terminate any binding agreement for any eligible public transportation service acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, provide the Municipality with additional funding to offset, in whole or in part, such costs. The additional funding may be provided only if there is an appropriation for this purpose and in no event shall the additional funding result in the total funding under this Letter of Agreement exceeding the amount specified under Section 1.
8. Any provisions, including those in the guidelines and requirements, which by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration.

.../3

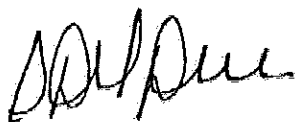
9. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
10. The Municipality agrees that it will not assign any of its rights or obligations under this Letter of Agreement.
11. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
12. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

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

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

Once the Ministry has received the signed copies of this Letter of Agreement and a copy of the authorizing municipal by-law, the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,



Steven Del Duca
 Minister of Transportation

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

Town of Fort Frances

Per: _____
 Mayor

Date: _____

Per: _____
 Chief Financial Officer/Treasurer

Date: _____



REPORT

TO: Mayor & Council

FROM: Jason Kabel, Manager of Community Services

DATE: December 5, 2014

RE: **Museum Advisory Committee Recommendation – letter received by Council**

At the regular meeting of Council on Monday, November 24, 2014, Council referred the letter from the Museum Advisory Committee (attached) to the Community Services Executive Committee for input and recommendation.

At their meeting on October 20, 2014, the Museum Advisory Committee (MAC) passed the following motions:

- 1) To request someone from council to sit as part of the committee - The Committee believes that having a council member sit on the committee will give management and council a better understanding of the issues faced by the museum and vice versa.

- 2) To request additional staffing for the museum - The Committee firmly believes that the museum requires additional full-time staffing in order to meet the standards laid out by the Canadian Museums Association. The collection is not being adequately managed to CMOG specifications, there is minimal programming for seniors and children (necessary for future sustainability), the needs of artists and the wider cultural community are not being met, and with the increased traffic through the museum, the curator is struggling to meet deadlines.

Recommendation

At the inaugural meeting on Council on December 1, 2014, Mayor Avis appointed Councillor Paul Ryan to the Museum Advisory Committee so the first recommendation presented has already been granted. The request for an additional part-time employee at the Museum could be explored and examined by the Community Services Division at the will of the Executive Committee.

Respectfully Submitted,

Jason Kabel

Council approval of this report will:

- 1) Endorse the appointment of a Council member to the Museum Advisory Committee.
- 2) Authorize Museum curator Sherry George to investigate options for additional staffing support through available federal & provincial grants, volunteer assistance, and high school co-op opportunities.



Mayor Avis & Council

The Museum Advisory Committee, at their Oct 20th meeting, passed two motions: 1) to request someone from council to sit as part of the committee, and 2) to request additional staffing for the museum.

1) The Committee believes that having a council member sit on the committee will give management and council a better understanding of the issues faced by the museum and vice versa.

2) The Committee firmly believes that the museum requires additional full-time staffing in order to meet the standards laid out by the Canadian Museums Association. The collection is not being adequately managed to CMOG specifications, there is minimal programming for seniors and children (necessary for future sustainability), the needs of artists and the wider cultural community are not being met, and with the increased traffic through the museum, the curator is struggling to meet deadlines.

The committee understands that a full-time position may not be possible at this time. We do feel strongly about making the request however. What we are hoping for, in the interim, is that you will consider part-time help for the museum – someone to cover the hours the museum is open (20 hours/week), thereby allowing Mrs. George to properly manage the collection and to expand the role of the museum in our community.

To help with staffing limitations, Mrs. George is making other changes to the way the museum is managed. Some of these include: running fewer exhibits (only two new exhibits next year; holding this one over the winter), and shortening the summer season (returning to off-season hours following Labour Day).

She continues to investigate intern positions that would help address the accessioning backlog issue. The museum also relies heavily on volunteers for assistance with research, but neither of these options solves the staffing shortfall over the long term.

Sincerely,

Museum Advisory Committee:
Debbie Ballard
Bruce Caldwell
Robert Schulz
Judy Kielczewski
Mary Hickling

Report To: Mayor and Council

From: Travis Rob, Chief Building Official, Facilities/Special Projects Coordinator

December 10, 2014

RE: Awarding of Janitorial Tender #14-PD-13 for provision of Janitorial Services in the Museum, Children's Complex, Library, Public Works and Civic Centre

At the Planning and Development Executive Committee Meeting held Monday December 8, 2014 the results of the Janitorial Tender number 14-PD-13 was reviewed and discussed. The administration recommendation was to accept the bid submissions from S&A Cleaners for the Library, Marianne Hellesoe for Public Works, Nicolson Janitorial for the Museum and Civic Centre and Tom Piotrowski for the Children's Complex For the years 2015 to 2017 inclusive.

Council Approval of this report will approve the bid submissions from S&A Cleaners for the Library, Marianne Hellesoe for Public Works, Nicolson Janitorial for the Museum and Civic Centre and Tom Piotrowski for the Children's Complex and authorize the agreements to be signed and appropriate by-laws prepared.

Respectfully submitted,



Travis Rob, EIT
CBO, Facilities/Special Projects Coordinator

Council Approval of this report will:

- 1. Approve the bid submissions from S&A Cleaners for the Library, Marianne Hellesoe for Public Works, Nicolson Janitorial for the Museum and Civic Centre and Tom Piotrowski for the Children's Complex**
- 2. Authorize the agreements to be signed and associated by-laws prepared**

Report To: Planning and Development Executive Committee

From: Travis Rob, Chief Building Official, Facilities/Special Projects Coordinator

December 2, 2014

RE: Janitorial Tender Results 14-PD-13 – Provision of Janitorial Services in the Museum, Children’s Complex, Library, Public Works and Civic Centre

Tenders were advertised beginning November 13, 2014 for the three-year provision of janitorial services in the Fort Frances Museum, Children’s Complex, Library, Public Works and Civic Centre/OPP with one addendum issued on November 28, 2014. A total of 7 janitorial contractors picked up tender packages, while 5 contractors submitted bids, which were opened publicly at 2:00pm on December 2, 2014. Bids were received from J. Scrub Professional Cleaning Service, S&A Cleaners, Marianne Hellesoe, Nicolson Janitorial, and Tom Piotrowski all of Fort Frances.

J. Scrub Professional Cleaning Service only included one complete copy of the tender, while S&A Cleaners provided two complete original copies with addendum noted. Marianne Hellesoe only provided one original copy with addenda noted with no Health and Safety agreement. Nicolson Janitorial supplied two complete original copies with addenda noted. The addenda was issued after submission of their bid, however they did not wish to make any alteration to their bid in light of the addendum. Tom Piotrowski submitted two complete copies, one original. The information that was not included in the original bids will all be obtained from the successful bidders prior to the contract start date of January 1, 2015 as the missing information was minor in nature. All successful bidders submitted bids for all three years of the contract, being 2015, 2016 and 2017 as well as providing a unit price for special call out services.

The following tables outline the bids and hourly call in rates as tendered for the services required. All prices are separate of HST unless otherwise noted.

Contract Price: J. Scrub Professional ** INCLUDES HST	2015		2016		2017	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Fort Frances Museum	\$ 1,158.25	\$ 13,889.00	\$ 1,158.25	\$ 13,889.00	\$ 1,158.25	\$ 13,889.00
Fort Frances Children's Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Public Library & Technology Centre	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Public Works	\$ 2,203.50	\$ 26,442.00	\$ 2,203.50	\$ 26,442.00	\$ 2,203.50	\$ 26,442.00
Fort Frances Civic Centre/OPP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Hourly Rate Per Person:			\$ 28.50		
	Equipment Hourly Rate:			\$ -		
	Annual Rate Increase:			\$ -		

Contract Price: S&A Cleaners	2015		2016		2017	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Fort Frances Museum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Children's Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Public Library & Technology Centre	\$ 2,300.00	\$ 27,600.00	\$ 2,350.00	\$ 28,200.00	\$ 2,350.00	\$ 28,200.00
Fort Frances Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Civic Centre/OPP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Hourly Rate Per Person:			\$ 20.00		
	Equipment Hourly Rate:			\$ 20.00		
	Annual Rate Increase:			\$ -		

Contract Price: Marianne Hellesoe	2015		2016		2017	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Fort Frances Museum	\$ 600.00	\$ 7,200.00	\$ 600.00	\$ 7,200.00	\$ 625.00	\$ 7,500.00
Fort Frances Children's Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Public Library & Technology Centre	\$ 2,708.33	\$ 32,500.00	\$ 2,776.04	\$ 33,312.48	\$ 2,803.80	\$ 33,645.60
Fort Frances Public Works	\$ 1,100.00	\$ 13,200.00	\$ 1,125.00	\$ 13,500.00	\$ 1,150.00	\$ 13,800.00
Fort Frances Civic Centre/OPP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Hourly Rate Per Person:			\$ 25.00		
	Equipment Hourly Rate:			\$ 5.00		
	Annual Rate Increase:			\$ -		

Contract Price: Nicolson Janitorial	2015		2016		2017	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Fort Frances Museum	\$ 510.00	\$ 6,120.00	\$ 520.00	\$ 6,240.00	\$ 530.00	\$ 6,360.00
Fort Frances Children's Complex	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Public Library & Technology Centre	\$ 2,500.00	\$ 30,000.00	\$ 2,550.00	\$ 30,600.00	\$ 2,600.00	\$ 31,200.00
Fort Frances Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Civic Centre/OPP	\$ 5,100.00	\$ 61,200.00	\$ 5,200.00	\$ 62,400.00	\$ 5,300.00	\$ 63,600.00
	Hourly Rate Per Person:			\$ 25.00		
	Equipment Hourly Rate:			\$ 10.00		
	Annual Rate Increase:			\$ -		

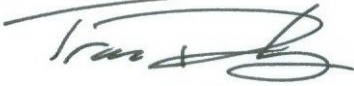
Contract Price: Tom Piotrowski	2015		2016		2017	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Fort Frances Museum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Children's Complex	\$ 2,740.00	\$ 32,880.00	\$ 2,740.00	\$ 32,880.00	\$ 2,740.00	\$ 32,880.00
Fort Frances Public Library & Technology Centre	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fort Frances Civic Centre/OPP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hourly Rate Per Person:				\$ 25.00		
Equipment Hourly Rate:				\$ 10.00		
Annual Rate Increase:				\$ 2.00		

The following table summarizes the winning bidders and their bids for each of the facilities

Contract Price:	2015				2016				2017			
	Monthly	Annual	Town's Portion HST	Total Annual	Monthly	Annual	Town's Portion HST	Total Annual	Monthly	Annual	Town's Portion HST	Total Annual
Museum - Nicolson Janitorial	\$ 510.00	\$ 6,120.00	\$ 107.71	\$ 6,227.71	\$ 520.00	\$ 6,240.00	\$ 109.82	\$ 6,349.82	\$ 530.00	\$ 6,360.00	\$ 111.94	\$ 6,471.94
Children's Complex - Tom Piotrowski	\$2,740.00	\$ 32,880.00	\$ 578.69	\$ 33,458.69	\$ 2,740.00	\$ 32,880.00	\$ 578.69	\$ 33,458.69	\$ 2,740.00	\$ 32,880.00	\$ 578.69	\$ 33,458.69
Public Library & Technology Centre - S&A	\$2,300.00	\$ 27,600.00	\$ 485.76	\$ 28,085.76	\$ 2,350.00	\$ 28,200.00	\$ 496.32	\$ 28,696.32	\$ 2,350.00	\$ 28,200.00	\$ 496.32	\$ 28,696.32
Public Works - Marianne Hellesoe	\$1,100.00	\$ 13,200.00	\$ 232.32	\$ 13,432.32	\$ 1,125.00	\$ 13,500.00	\$ 237.60	\$ 13,737.60	\$ 1,150.00	\$ 13,800.00	\$ 242.88	\$ 14,042.88
Civic Centre/OPP - Nicolson Janitorial	\$5,100.00	\$ 61,200.00	\$ 1,077.12	\$ 62,277.12	\$ 5,200.00	\$ 62,400.00	\$ 1,098.24	\$ 63,498.24	\$ 5,300.00	\$ 63,600.00	\$ 1,119.36	\$ 64,719.36

Administration recommends that the contract for janitorial services for the years, 2015, 2016 and 2017 be awarded to: S&A Cleaners for the Library and Technology Centre, Marianne Hellesoe for Public Works, Nicolson Janitorial for the Museum and Civic Centre/OPP, and Tom Piotrowski for the Children's Complex.

Respectfully Submitted

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

Travis Rob, EIT
CBO, Facilities/Special Projects Coordinator

December 3, 2014

Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

SUBJECT: Awarding Engineering Design & Project Management Services to Change Out Dewatering Equipment at the Sewage Treatment Plant (STP)

Background Information:

Under the existing Operation and Maintenance agreement with OCWA the cost of loading and transporting biosolids (9% solids) from the STP to Hammonds sod farm was included in the contract price. However both OCWA and the Town were fully aware that eventually the ability to continue to spread biosolids at Hammond's sod farm would come to an end. This issue is a capital expenditure in accordance with the existing O & M agreement. The Town would be responsible for the cost for all capital expenditures associated with replacing the existing dewatering system in order to achieve an 18% total solid (TS) concentration. The 18% TS biosolids can be transported directly to the landfill site to be used as "cover material". During the summer of 2014, OCWA through a "request for proposal" process tried to secure the services of a company to haul and utilized the biosolids from the STP. There were no successful companies indicating a willingness to enter into an agreement with OCWA. OCWA continue to negotiate with the existing hauler, Hammond Landscaping Ltd, however the additional regulatory requirements and capital investment deterred Hammonds from entering into an agreement with OCWA. Find attached the letter dated September 26, 2014 from Hammond Landscaping Ltd. to OCWA. This letter clearly indicates the sod farm operations will be shut down around the end of October 2014 once the ground is frozen.

As a result of Hammond's action, the Town became involved in the process where the Town, MOE and OCWA start the process on how to handle the biosolids in the short term until proper dewatering equipment (long-term) capable of achieving 18% TS concentration could be installed at the STP. In the short term, on November 7, 2014 the MOE issued Provincial Officer's Order 7011-9QDQKC to the Town allowing the 9% liquid biosolids to be transported and temporary store at the Town's landfill site property. The Town constructed a containment pond at the landfill site to store or hold approximately one year amount of 9% liquid biosolids.

In the long term, the existing dewatering equipment (gravity belt) in the head works building will have to be replaced with new dewatering equipment to achieve an 18% TS concentration in order that the biosolids could be transported directly to the landfill site to be used as "cover material". It is somewhat

optimistic to complete the entire dewatering equipment change out project by mid-October of 2015.

As a result the Town obtained proposals from both OCWA and Associated Engineering as both firms have a greater understanding of the existing STP operations and layout. OCWA has operated the STP for the last 6 years. In the past Associated Engineering has complete engineering work for the Town such as the recent change out of the grit removal equipment back in 2009 and the Optimization study of the STP in 2008. As a result administration did not follow the "request for proposal" process outlining in the procurement policy in order to accelerate the change out of dewatering equipment project to meet the timeline outlined in the MOE issued Provincial Officer's Order 7011-9QDQKC.

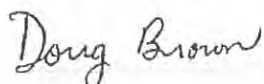
With the present Council in a lame duck position, the earliest date for the new Council to be in a position to award the engineering design & project management services for this project would be at the December 15th, 2014 Council meeting.

Please find both proposals for your review. Administration doesn't want to install the new dewatering equipment without an on-site trial (pilot) test of the proposed equipment using the aerobically digested sludge from the Fort Frances STP to confirm that the 18% TS can be achieved. Also one must confirm that the existing polymer and polymer feed system used with the existing gravity belt thickening dewatering system is capable and/or compatible with the new dewatering equipment. The main reason for this requirement is that not all STP sludge have the same characteristics. When the sludge passes through the dewatering equipment the 18% TS minimum may not be achieved. There is a possibility of installed new dewatering equipment that doesn't achieve this objective. Why take the chance.

The O & F Executive committee recommends the following be approved:

1. That the engineering design & project management services for the change out of the dewatering equipment at the STP be awarded to Associated Engineering at an estimated cost of \$139,809 (HST extra) in accordance with their attached proposal dated November 28, 2014
2. That the replacement of the dewatering equipment at the STP be included in the 2015 capital budget with an estimated amount of \$ 800,000. The exact amount will be refined once additional information comes available i.e. selection of new dewatering equipment to be installed.
3. That the Mayor and Clerk be authorized to execute the contract documents on behalf of the Corporation of the Town of Fort Frances.

Respectfully submitted,
Operations & Facilities Division



Doug Brown, P. Eng.
Operations & Facilities Manager

Council approval of this report will ensure the following:

- 1) That the engineering design & project management services for the change out of the dewatering equipment at the STP be awarded to Associated Engineering at an estimated cost of \$139,809 (HST extra) in accordance with their attached proposal dated November 28, 2014.
- 2) That the replacement of the dewatering equipment at the STP be included in the 2015 capital budget with an estimated amount of \$800,000. The exact amount will be refined once additional information comes available i.e. section of new dewatering equipment to be installed.
- 3) That the Mayor and Clerk be authorized to execute the contract document on behalf of the Corporation of the Town of Fort Frances.

RECOMMENDATION

DEC 11 2014

BY: _____

FOR: _____


Hammond Landscaping Ltd.

PO Box 727, Stn Main

Fort Frances, ON. P9A 3N1

Tel: (807) 274-5639 / Fax: (807) 274-3881

 E-mail: hamland@sympatico.ca

September 26, 2014

OCWA

Jennifer Lalla

Corp. Materials Mgmt. Analyst

 Email: JLalla@ocwa.com

Dear Ms. Lalla

Further to our conversation on September 3, 2014 regarding purchase orders:

As you are aware, our Certificate of Approval to haul and land spread biosolids will expire on December 31, 2014. We have been instructed by the Ontario Ministry of the Environment (OMOE) to cease land application at freeze up this year as the Nutrient Management Act does not allow for the spreading of biosolids on frozen ground. Therefore, we will only be able to spread the sludge at our site until late October or early November at the latest. This letter is intended in part to serve as notification of our intention to cease receiving biosolids on October 31, 2014.

Looking ahead, the impediments to continuing the current program of hauling and disposal are threefold:

1. The Liquid Non-Agricultural Source Material (NASM) Standards have changed greatly since the original implementation of the Nutrient Management Act and the agricultural recipient is obligated to: i) secure a certified NASM Planner to prepare a Nutrient Management and/or Non-Agriculture Source Materials Strategy/Plan; ii) obtain operator Certification and Training; and iii) to develop odour and runoff management plans, among other requirements.
2. The lagoons at our site will no longer be eligible for approval to store Fort Frances sewage treatment plant sludge. In order to continue to receive biosolids in the winter, an entirely new system of lagoons would need to be engineered and constructed in compliance with OMFRA's specifications. These would need to be earthen or concrete/steel nutrient storage facilities that meet the same requirements as for manure (including runoff control and secondary containment). The facilities must be designed by an engineer in accordance with Ont. Regulation 267/03

3. The renewal of our existing Certificates of Approval is no longer an option as of the October 31, 2011 amendments to the EPA and OWRA. The Director no longer issues C of A's or provisional C of A's under these acts. The new instrument of approval - the Environmental Compliance Approval (ECA) – represents a far more involved and potentially expensive application process.

We apologize if any of this is redundant as we are of the understanding that the OMOE and/or Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) has acquainted OCWA and/or the Town of Fort Frances of many these changes. As you can well appreciate, a small business such as ours has limited interest in - or resources to - pursue any of these options as they would require significant effort and investment. We are not averse to a continued role in the handling of local biosolids and are receptive to explore alternate strategies that the owners or operators might propose. Nevertheless, given the new regulatory climate and the scale of our operation, in the absence of some new strategy, we must exclude our company from continuing as is.

Sincerely,

A handwritten signature in black ink, appearing to be 'AH/tm', written over a horizontal line.

AH/tm



Ministry of the Environment and Climate Change
Ministère de l'Environnement et de l'Action en
matière de changement climatique

Provincial Officer's Order

Environmental Protection Act, R.S.O. 1990, c. E.19 (EPA)
Ontario Water Resources Act, R.S.O. 1990, c. O.40 (OWRA)
Pesticides Act, R.S.O. 1990, c. P.11 (PA)
Safe Drinking Water Act, 2002, S.O. 2002, c.32 (SDWA)
Nutrient Management Act, 2002, S.O. 2002, c.4 (NMA)

Order Number
7011-9QDQKC

Incident Report No.
0703-9QDKL3

To: The Corporation of the Town of Fort Frances
320 Portage Ave
Fort Frances, Ontario, P9A 3P9
Canada

Site: Northeast 1/4 of Section 25 Alberton Twp
Alberton, District of Rainy River

Work Ordered

Pursuant to my authority under EPA Section 157.1, I order you to do the following:

Item No. 1	Compliance Date	2014/11/28 (YYYY/MM/DD)
-------------------	------------------------	----------------------------

By November 28, 2014, construct an area suitable for the receipt of liquid sewage plant biosolids at the Fort Frances Waste Disposal Site.

Pursuant to my authority under EPA Section 157.1, I order you to do the following:

Item No. 2	Compliance Date	2014/12/05 (YYYY/MM/DD)
-------------------	------------------------	----------------------------

By December 5, 2014, submit to the undersigned a site plan of the Fort Frances Waste Disposal Site outlining the location of the waste fill area and location of the constructed liquid sewage plant biosolids disposal area and any other waste segregation area that may exist at the site.

Pursuant to my authority under EPA Section 157.1, I order you to do the following:

Item No. 3	Compliance Date	2014/11/28 (YYYY/MM/DD)
-------------------	------------------------	----------------------------

By November 28, 2014, obtain the services of a contractor capable of safely hauling liquid sewage plant biosolids from the Fort Frances Sewage Plant to the Fort Frances Waste Disposal Site.

Pursuant to my authority under EPA Section 157.1, I order you to do the following:

Item No. 4	Compliance Date	2014/12/05
-------------------	------------------------	------------

By December 5, 2014, submit to the undersigned correspondence with the name of the company or individual who will be hauling sewage plant biosolids from the Fort Frances Sewage Plant to the Fort Frances Waste Disposal Site.

Pursuant to my authority under OWRA Section 16.1, I order you to do the following:

Item No. 5 **Compliance Date** 2014/12/12

(YYYY/MM/DD)

By December 12, 2014, obtain the services of a qualified person to design a system of sewage plant biosolids dewatering in order to render the sewage biosolids into a solid form capable of passing the Ontario Regulation 347 slump test and being managed as solid non-hazardous waste.

Pursuant to my authority under OWRA Section 16.1, I order you to do the following:

Item No. 6 **Compliance Date** 2014/12/19

(YYYY/MM/DD)

By December 19, 2014, submit to the undersigned correspondence with the name of the qualified person who will be designing the sewage plant biosolids dewatering system described in work item no. 5.

Pursuant to my authority under OWRA Section 16.1, I order you to do the following:

Item No. 7 **Compliance Date** 2015/03/01

(YYYY/MM/DD)

By March 1, 2015, the Town of Fort Frances shall submit a completed application to amend Environmental Compliance Approval 3-0049-96-006 to authorize the installation of sewage plant biosolids dewatering equipment. The application is to be submitted to the Director of the Environmental Approvals Access and Service Integration Branch and a copy of the application provided to the undersigned.

Pursuant to my authority under OWRA Section 16.1, I order you to do the following:

Item No. 8 **Compliance Date** 2015/10/30

(YYYY/MM/DD)

Within 90 days of receipt of authorization to install sewage plant biosolids dewatering equipment complete the installation and cease hauling liquid sewage biosolids to the Fort Frances Waste Disposal Site.

Pursuant to my authority under OWRA Section 16.1, I order you to do the following:

Item No. 9 **Compliance Date** 2015/11/06

(YYYY/MM/DD)

Within one week of the installation of the sewage plant biosolids dewatering equipment, provide written confirmation to the undersigned that the installation of the sewage plant biosolids dewatering equipment required by work item no. 8 has been completed.

Pursuant to my authority under EPA Section 157.1, I order you to do the following:

Item No. 10 **Compliance Date** 2015/03/31

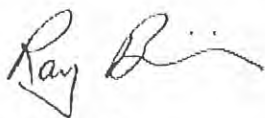
(YYYY/MM/DD)

By March 31, 2015, submit to the undersigned, a written plan detailing the steps and schedule for the decommissioning of the liquid sewage plant biosolids disposal area. The intent of the plan is to return the disposal area to a dry state and prevent the formation of a stagnant pond.

- A. While this Order is in effect, a copy or copies of this order shall be posted in a conspicuous place at the Fort Frances Sewage Treatment Plant and at the Fort Frances Waste Disposal Site.
- B. While this Order is in effect, report in writing, to the District or Area office, any significant changes in Fort Frances operations management and of operation, emission, ownership, tenancy or other legal status of the facility or operation.
- C. Unless otherwise specified, all requirements of this Order are effective upon service of this Order.

This Order is being issued for the reasons set out in the annexed Provincial Officers Report which forms part of this Order.

Issued at Fort Frances this 7th day of November, 2014.



Ray Boivin
Badge No: 493
Kenora Area Office
Tel: (807) 468-2728

REQUEST FOR REVIEW

You may request that this Order be reviewed by a Director.

Your request must be made (i) in writing (or if made orally, with written confirmation) and (ii) served on the Director at the address below within seven (7) calendar days after being served with a copy of this Order.

In the written request or written confirmation of an oral request, you must include:

- (a) the portions of the Order in respect of which the review is requested;
- (b) any submissions that you wish the Director to consider; and
- (c) an address for service to be used by the Director.

In response to your request for review, the Director may confirm, alter or revoke this Order and will serve you with a copy of the Director's decision or Order.

A request for review does not automatically stay this Order. If you wish to have the Director stay the Order you must also include this in your request and the Order is not stayed unless the Director makes an order granting a stay.

DEEMED CONFIRMATION OF THIS ORDER

If you do not receive oral or written notice of the Director's decision on your request for review within (7) calendar days of receipt of your request, and the Director has not stayed the Order, this Order shall be deemed to be confirmed by order of the Director and deemed to be served upon you.

In the case of a deemed confirmation, you may require a hearing before the Environmental Review Tribunal (Tribunal), if, within fifteen (15) calendar days from the deemed date of service of the Director's order, you serve written notice of your appeal on the Tribunal and the Director. Your notice must state:

- (a) the portion(s) of the Order in respect of which the hearing is required; and
- (b) the grounds on which you intend to rely at the hearing.

Except with leave of the Tribunal, you are not entitled to appeal a portion of the Order or to rely on a ground that is not stated in the notice requiring the hearing. Unless stayed by the Tribunal, the Order remains in effect from the date of service.

Written notice requiring a hearing can be served upon:

The Secretary
Environmental Review Tribunal
655 Bay Street, 15th Floor
Toronto ON
M5G 1E5
Fax: (416) 314-4506
Email: ERTTribunalsecretary@ontario.ca

and

Director
Ministry of the Environment and Climate Change
Thunder Bay District Office
331-435 James St S
Thunder Bay ON P7E 6S7
Fax: (807) 475-1754
Tel: (807) 475-1205

Further information on the Tribunal and requirements for an appeal can be obtained directly from the Tribunal by:

Tel: (416) 212-6349 or 1-866-448-2248
TTY 1-800-855-1155 via Bell Relay

Fax: (416) 314-4506
Web: www.ert.gov.on.ca

FOR YOUR INFORMATION

The following is for your information:

Service of the documentation referred to above can be made personally, by mail, by fax, by commercial courier or by email in accordance with the legislation under which the Order is made and any corresponding Service Regulation. Further information can be obtained from e-Laws at www.c-laws.gov.on.ca. Please note that choosing service by mail does not extend any of the above mentioned timelines.

Unless stayed, this Order is effective from the date of service. Non-compliance with the requirements of this Order constitutes an offence.

The requirements of this Order are minimum requirements only and do not relieve you from complying with the following:

- (a) any applicable federal legislation,
- (b) any applicable provincial legislation or requirements that are not addressed in this Order, and
- (c) any applicable municipal law.

The requirements of this Order are severable. If any requirement of this Order or the application of any requirement to any circumstances is held invalid, the application of such requirement to other circumstances and the remainder of the Order are not affected.

Further orders may be issued in accordance with the legislation as circumstances require.

The procedures and other information provided above are intended as a guide. The legislation and/or regulations should be consulted for additional details and accurate reference.



Ministry of the Environment and Climate Change
Ministère de l'Environnement et de l'Action en
matière de changement climatique

Provincial Officer's Report

Order Number
7011-9QDQKC

The Corporation of the Town of Fort Frances
320 Portage Ave
Fort Frances, Ontario, P9A 3P9
Canada

Site

Fort Frances Waste Disposal Site
Northeast 1/4 of Section 25 Alberton Twp
Alberton, District of Rainy River

Observations

1. Currently the Town of Fort Frances disposes of sewage biosolids from the Fort Frances Sewage Treatment Plant (3-0049-96-006) by allowing Hammond Landscaping Ltd. (110000258-01) to haul the biosolids to an organic soil conditioning site known as the Frog Creek Road Sod Farm (S-7048-32).
2. The approval for the Frog Creek Road Sod Farm (S-7048-32) expires on December 31, 2014.
3. Due to recent changes in the Nutrient Management Act and Regulation 267/03, approval for the application of non-agricultural source materials to agricultural land is now under the jurisdiction of the Ministry of Agriculture, Food and Rural Affairs (OMAFRA).
4. Hammond Landscaping Ltd. has indicated in correspondence, dated September 26, 2014 (Hammond to Lalla (OCWA)), that due to changes in the regulatory requirements they would not be able to continue to haul and spread sewage biosolids effective early November.
5. Section 52.3(1) of Ontario Regulation 267/03 prohibits the application of sewage biosolids when soil is snow covered or frozen.
6. On September 30, 2014, the Town of Fort Frances indicated during a telephone conversation with the undersigned that they were caught by surprise regarding Hammond Landscaping's

decision to no longer provide sewage biosolids hauling and spreading services.

7. On October 1, 2014, the Ministry of the Environment and Climate Change (MOECC) was copied on an e-mail from OMAFRA to the Town of Fort Frances indicating that OMAFRA is involved with the approval of sites for the agricultural use of non-agricultural source materials such as sewage biosolids and that they cannot extend existing approvals issued by the MOECC or relax any regulations (regarding nutrient management) that may be in place.

8. On October 21, 2014, the MOECC received an action plan from the Town of Fort Frances. The Town proposes to transport sewage biosolids to the Fort Frances Waste Disposal Site. A containment pond will be constructed on the landfill site property to store liquid sewage biosolids. The Town will retain a consultant to determine the most economical means of dewatering sewage biosolids at the sewage plant so that they can be disposed of as solid non-hazardous waste. It is anticipated that liquid sewage biosolids will need to be transported, and disposed of, at the Fort Frances Waste Disposal Site for a period of six to eight months.

9. The Fort Frances Waste Disposal Site is approved under Environmental Compliance Approval (formerly Certificate of Approval) A610301 issued on April 1, 1980. The site is approved to receive domestic and commercial wastes.

10. Currently, liquid sewage biosolids from the Fort Frances Sewage Treatment Plant are transported to the Frog Creek Road Sod Farm. This practice is slated for termination in the near future. This has left the Town of Fort Frances in a difficult situation trying to work out alternatives for managing sewage plant biosolids. The purpose of this order is to support the temporary management of sewage biosolids by authorizing their disposal at the Fort Frances Waste Disposal Site and by ensuring that the Town of Fort Frances vigorously pursues other methods of biosolids disposal and any required approvals.

11. This preventive measures order is being issued under section 157.1(1) of the Environmental Protection Act in that I reasonably believe that the requirements specified in the order are necessary to give the Town of Fort Frances a temporary method for the disposal of sewage biosolids thereby removing the biosolids from the Fort Frances Sewage Treatment Plant and preventing their discharge into the Rainy River.

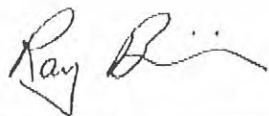
12. This preventive measures order is being issued under section 16.1(1) of the Ontario Water Resources Act in that I reasonably believe that it is in the public interest that the Town of Fort Frances implement a process to dewater sewage plant biosolids so that they can be managed as solid non-hazardous waste.

13. This order is being issued to assist the Town of Fort Frances with an emergency situation regarding the management of sewage biosolids. The Town of Fort Frances is required to take all reasonable steps to ensure that the temporary disposal of liquid sewage biosolids at the Fort Frances Waste Disposal Site does not cause an adverse effect. Any adverse effect resulting from the activities contained in this order are the sole responsibility of the Town of Fort Frances.

Offence(s)

Suspected Violation(s)/Offence(s):

Act - Regulation - Section,
Description
{General Offence}



Ray Boivin
Provincial Officer
Badge Number: 493
Date: 2014/11/07
District Office: Kenora Area Office



November 28, 2014

File: TOR_P_2014.650

Doug Brown, P.Eng.
Operations & Facilities Manager
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON

**Re: FORT FRANCES WASTEWATER TREATMENT PLANT DEWATERING UPGRADE
ENGINEERING SERVICES FEE LETTER**

Dear Mr. Brown:

Based on our discussion on October 28, 2014 it was understood that the Town would like to have the current biosolids dewatering system at the Fort Frances WWTP replaced with a new dewatering system that will produce a minimum of 18% biosolids cake so that this cake can be disposed at the local landfill. It was requested that this system be in operation by October 2015. In addition, it was requested that the secondary clarifier chain replacement be completed under this work program.

We believe that one of the keys to successful implementation of the sludge dewatering system would be to complete site trials at the Fort Frances WWTP. Currently, the plant uses aerobic digestion to stabilize the biosolids. Aerobically digested sludges have a wider performance response to dewatering, so it is possible that at one facility you may get 20% solids cake and at other facilities with the same dewatering equipment perhaps you are only able to achieve 15% solids cake. Accordingly, AE strongly recommends that site trials with at least two vendors be completed using the sludge at Fort Frances WWTP to confirm that the 18% solids cake can be achieved. These site tests will also help to confirm if the polymer currently being used at the plant is suitable. In addition, these test will determine the polymer dosages required for the dewatering system, which will allow us to confirm if the existing polymer feed system is adequate or requires replacement.

However, if site trials are completed the vendors will likely want to be compensated for the effort to bring their trailer mounted units to the site and complete the testing. We have not included this cost in our proposal.

The following workplan provides an outline of the activities that would need to be completed to ensure successful implementation of a new dewatering system, including professionally prepared deliverables, well documented process (technical memos, design reports, meeting minutes, construction paperwork, etc.) and experienced construction administration staff.

Phase 1 – Dewatering System Selection

- a) Review background Information:
 - a) Review the dewatering technical memo prepared by OCWA.
 - b) Revisit the Process Optimization report prepared by Associated Engineering in 2009, and update biosolids portion of the report based on latest plant data.

November 28, 2014
Doug Brown, P.Eng.
Town of Fort Frances
- 2 -

- c) Review existing drawings to confirm space available within existing building envelope for installation of new systems.
- d) Prepare a list of candidate technologies for dewatering of aerobic sludges to achieve a minimum of 18% solids cake.
- e) Identify a minimum of two technologies that should have site pilot testing to confirm ability to achieve a minimum 18% solids cake.
- f) Work with Town and OCWA to determine location for pilot units, access point to feed sludge to pilot units, access points for utilities (water, drain, power).
- b) Coordinate a maximum of two vendors to complete site trials.
- c) Oversee site trials by vendors, including AE attendance at the Fort Frances WWTP.
- d) Review vendor reports.
- e) Compile background and pilot testing information into Technical Memo #1 – Dewatering System Selection, including conceptual layout(s), suitability of existing polymer system, comparison of operation and maintenance costs, spare parts required, list common operating issues with each system, and provide recommendation for which dewatering system to implement.
- f) Review TM#1 with Town and confirm selection (via conference call).

Deliverable: TM#1 Dewatering System Options Review and Selection

Phase 2 -Detailed Design

- a) Prepare preliminary design information.
- b) Prepare pre-purchase tender documents for both dewatering system and conveyor system. Once the dewatering system is recommended it will be important to determine how to transfer the sludge cake to a storage bin that can easily be removed for disposal. There will likely be a need to elevate the dewatering system and there may be a requirement for a conveyor system to convey the cake to the storage bin located in an accessible location for removal.
- c) Review Meeting with Town (via conference call).
- d) Finalize Pre-purchase Documents.
- e) Provide tender assistance during the Pre-purchase Tender Period (3 weeks).
- f) Review tender submissions and provide recommendation to Town.
- g) Work with Town to award pre-purchase to successful vendors and set up progress payments as per tender documents.
- h) Acquire shop drawings from vendor and complete review (assume only one submission will be reviewed).
- i) Complete detailed design of the dewatering system, including demolition plans, conveyor system, chemical system, secondary clarifier chain replacement, access platforms, electrical upgrades and I&C upgrades. It is important to note that the engineering fee presented in this proposal letter is based on the dewatering system being constructed within the existing building envelope and that

November 28, 2014
Doug Brown, P.Eng.
Town of Fort Frances
- 3 -

existing HVAC and odour control is adequate. If building expansion is required, then AE and Town will need to negotiate an additional fee to address the additional structural, architectural and building mechanical (i.e., HVAC and odour control) requirements, acquisition of a building permit and impact on contract administration activities.

- j) Town and OCWA will have to confirm alternative disposal plan for the aerobically digested during the construction phase and have the approved plan in place prior to construction.
- k) 60% Design Review meeting with Town (AE meet in Fort Frances with Town and OCWA staff).
- l) 100% Design Review Meeting with Town (conference call).
- m) Prepare and submit Environmental Compliance Approval amendment to the MOE (assume 12 weeks).
- n) Complete preparation of tender documents.

Deliverables:

- a) Pre-purchase Documents for Dewatering System and Conveyor
- b) Recommendation Letter for Selection of Dewatering and Conveyor Equipment
- c) 60% Detailed Design Package (drawings and specifications)
- d) Tender Package, including front end documents, 100% Detailed Design drawings and specifications.

Phase 3 – Construction

- a) Provide support during Tender Period.
- b) Prepare review of bids submitted and provide recommendation for award.
- c) Complete a pre-construction meeting (AE in Fort Frances).
- d) Complete intermittent construction meetings (assume 4 during construction).
- e) AE staff attend start-up and commissioning (4 days) and ensure that operator training is completed.
- f) Provide support remotely during construction (novation agreement with Contractor to transfer the pre-purchased equipment to the contract, shop drawings, progress payments, request for information, etc.) and review progress on a daily basis with OCWA operations. As in previous work, OCWA will observe contractor progress, take daily photos and discuss issues with AE, but AE will provide instructions or feedback to Contractor.

Deliverables:

- a) Recommendation Letter for Contractor
- b) Construction Meeting Minutes
- c) Contract Administration Paperwork (progress payment recommendation letters, substantial completion letters, etc.)



November 28, 2014
Doug Brown, P.Eng.
Town of Fort Frances
- 4 -

Phase 3 – Post Construction

- a) Record drawings
- b) O&M Manual for Dewatering System
- c) Contract Administration Activities like warranty items and completion of payments.

Deliverables:

- a) Record Drawings
- b) O&M Manual

Schedule

We have prepared a proposed schedule for the investigation, design, and construction phases of the work to implement a dewatering system. Based on a review of this scheduling we believe that it might be optimistic to have the dewatering system commissioned by mid-October 2015. All activities will have to occur as planned, without any set-backs in design, equipment delivery, acquiring approvals or unknowns during construction.

Fees

Based on the workplan presented above, we have estimated our lump sum fee for the tasks identified would be \$139,809, excluding HST.

We could start work on this assignment within a week of approval of the proposal.

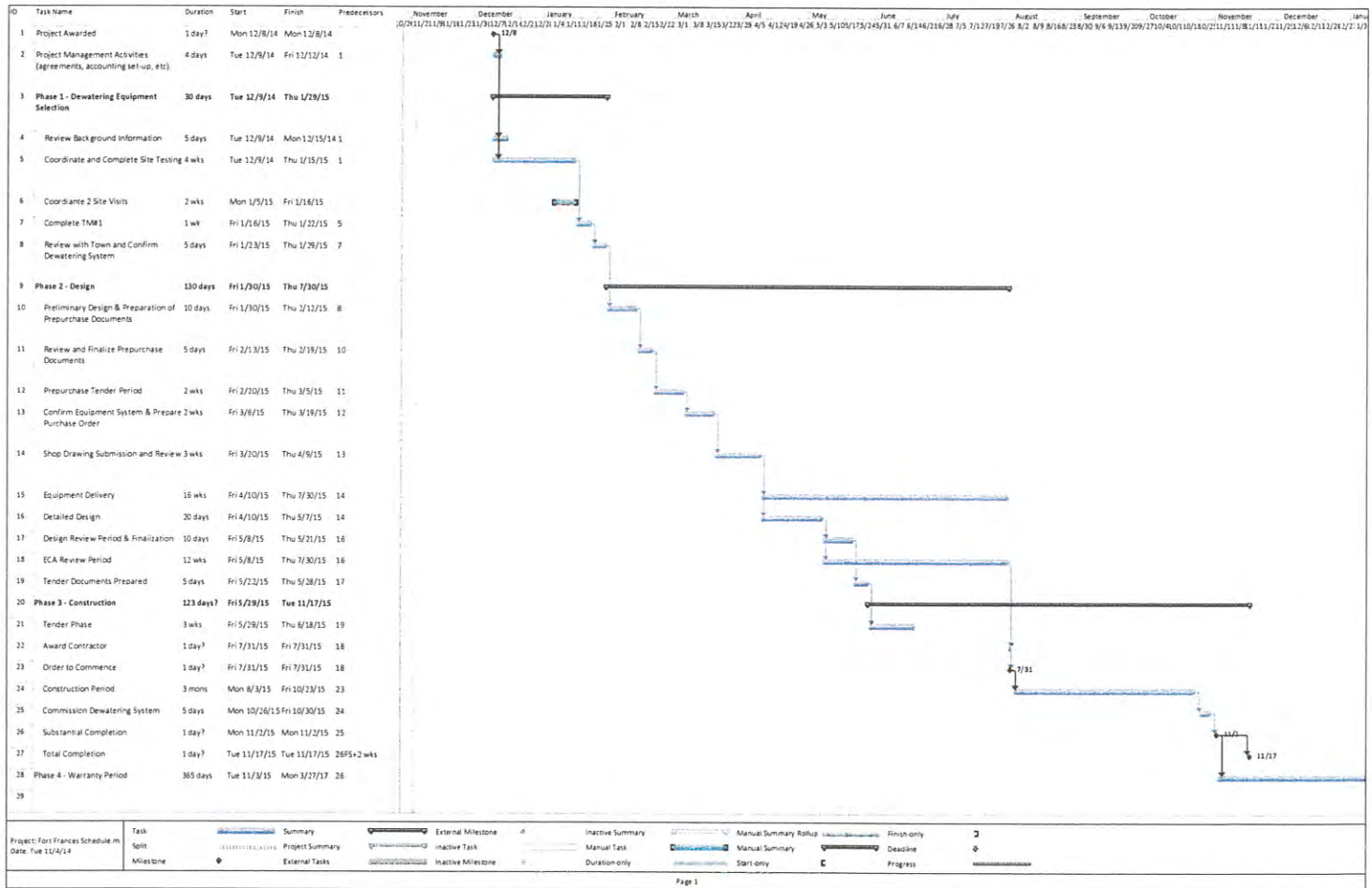
We trust that we have provided a sufficiently detailed workplan with clear deliverables, which will allow an unbiased selection of a dewatering system that will meet the Town's requirements. This will include the delivery of a quality product and the required level of effort to ensure successful implementation. We look forward to reviewing this letter with you soon.

Yours truly,

Paula Steel, P.Eng.
Project Manager

PS/da

Fred Albanese, P.Eng.
Division Manager



Fee Breakdown

City of Fort Frances - Biosolids Dewatering Upgrade: Design and Construction														
No.	Task Description	Paula Steel Project Manager	Jack Boudo Process Lead	Ed Saleh Internal QA/QC	Lizanne Pharrand Process Designer	Chris Van Walleghem Process Engineer	Paul Shi Structural Engineer	Dusan Fil Mechanical Engineer	David Holzer Electrical/M&C Engineer	Kathy Khanna Electrical/M&C Engineer	CAD Support	Administration Support	Total Person hours	Total Fees
		Hourly Rate (\$)	160	180	180	93	113	139	160	160	93	113	75	
1.0	Project Management	24											24	\$3,832
2.0	Phase 1: Dewatering Equipment Review													\$192
2.1	Review Background Information	1	8		16								25	\$3,083
2.2	Coordinate and Complete Site Testing		2		8	48						2	60	\$6,690
2.3	Complete TM#1	1	8	2	16						8	2	37	\$4,500
2.4	Review with Town and Confirm Dewatering System	1	2		4								7	\$890
3.0	Phase 2: Detailed Design													\$45
3.1	Preliminary Design & Preparation of Prepurchase Documents (3 drawings and 2 specifications)		8		32				2		48	2	92	\$10,314
3.2	Review and Finalize Prepurchase Documents	2	4	4	40				2	4	12	2	70	\$7,667
3.3	Prepurchase Tender Period	1	2		8								11	\$1,261
3.4	Confirm Equipment System & Prepare Purchase Order	2	2		8							2	14	\$1,571
3.5	Shop Drawing Submission and Review	4			8						4		16	\$1,833
3.6	Detailed Design (20 drawings)	16		8	40		8	8	8	40	320	8	456	\$51,935
3.7	Design Review Meeting (60%) in Fort Frances	20			4								24	\$3,564
3.8	Design Review Meeting (100%) Conference Call	2			4								6	\$690
3.9	Design Finalization and Tender Preparation (Town to Print copies)	2			8		1	1	1	2	4	2	21	\$2,308
3.10	Prepare ECA and Follow-up	2			20								22	\$2,173
4.0	Phase 3: Construction													\$109
4.1	Tender Phase, plus Tender Submissions Review & Recommendation of Award	2			8	1	1		2	2	2		18	\$1,922
4.2	Construction Period, including commissioning and training	8			16	80	8	8	4	8	4	8	144	\$16,649
5.0	Phase 4: Post Construction & Warranty	4			24	8					32	4	72	\$7,696
														\$385
	LUMP SUM FEE (excluding HST)	92	36	14	264	136	18	16	17	56	434	34	1119	\$128,580
														\$6,429
														\$4,800
														\$139,809
														\$139,809



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

ENGINEERING SERVICES

Sheridan Centre
 2225 Erin Mills Parkway
 Suite 1200
 Mississauga, Ontario
 Canada L5K 1T9

TEL: 905-491-3030
 FAX: 905-855-3232
 www.ocwa.com
 Dir Line: 905-491-3070

November 25, 2014

Via E-Mail

Mr. Doug Brown, Manager
 Town of Fort Frances
 Operations and Facilities Division
 320 Portage Avenue
 Fort Frances, On P9A 3J9

Dear Mr. Brown:

**Re: Town of Fort Frances Water Pollution Control Plant
 Proposal for Supply and Installation of Sludge Dewatering Equipment**

We are revising our letter proposal in response to yesterday's telephone discussions and the comments that you provided in your e-mail of November 20, 2014. Your requirements were significantly clarified. We trust that this revised letter proposal now meets your requirements.

Understanding the Project

The Town of Fort Frances (Town) is in need of implementing a long term solution for the disposal of sewage sludge. Over the past few years, thickened aerobically digested sludge has been collected and used as fertilizer in a landscaping operation. However, notice has been given that the haulage of liquid sludge has or will soon cease. The most practical solution for the disposal of waste sewage sludge is to significantly dewater the sludge so that it could be utilized as cover material at the municipality's landfill site. However, the Ministry of Environment and Climate Change (MOECC) requires that any dewatered sludge taken to a landfill site must be dewatered such that there is a minimum of 18% dry solids.

One requirement that the Town foresees is the use of a municipally-owned pick-up along with a specialty trailer to transport the dewatered sludge to the landfill site. This is to be considered in any proposed work.

Although there are several methods of dewatering sludges ranging from geo-tubes, belt filter presses, plate and frame presses, centrifuges, etc., the Town has requested that in addition to two such methods (belt filter presses and centrifuges), we should also include in our evaluation, the potential of using the Huber Rotamat Screw Press or the Fournier Rotary Press.

In addition to the above, the Town has requested that we provide specific time lines for the installation of sludge dewatering equipment at the Fort Frances WPCP. This is provided in the next section of this letter proposal.

Project Time Lines

We have now been apprised of Provincial Officer's Order No. 7011-9QDQKC as related to the design and construction of new sludge dewatering facilities at the Fort Frances WPCP. We have reviewed the timelines as stipulated in Provincial Officer's Order. Based on the knowledge that had been previously gained with respect to the supply and delivery of at least one centrifuge supplier, we strongly feel that the stipulated time line in the Order can be achieved.

Accordingly, the following summarizes the timelines that we envisage:

- i) Mid-December 2014 – OCWA Engineering Services (ES) engaged
- ii) January – February, 2015 – OCWA ES reviews various sludge dewatering equipment and makes recommendation(s) to Town.
- iii) February 2015 – OCWA ES develops and releases Pre-Purchase Tender Documents for sludge dewatering equipment that includes the rental of temporary dewatering equipment.
- iv) March 1, 2015 – Application submitted to amend ECA to include sludge dewatering equipment at Fort Frances WPCP. Note that consultation with MOECC would be required to ensure acceptance of proposed dewatering equipment.
- v) February – March, 2015 - Tender submissions received from various equipment suppliers and recommendation made to Town.
- vi) March 31, 2015 - Town agrees with recommendation and issues Purchase Order for the equipment supply to selected equipment supplier. Note, delivery of equipment could take up to 4 months with actual delivery taking place by August 1, 2015.
- vii) April- May, 2015 – OCWA ES prepares tender documents for installation of dewatering equipment and modifications to primary clarifiers
- viii) May 31, 2015 – After review by Town, Tender Documents issued to Bidders.
- ix) June, 2015 – bidding period
- x) July 1- 15, 2015 – Tenders received by Town, reviewed by OCWA ES and installation contract awarded to successful Bidder (Contractor).
- xi) July 15 – 31, 2015 - Contractor on site, sets up temporary dewatering facility
- xii) August – September, 2015 - Contractor receives new sludge dewatering equipment, removes obsolete equipment from existing facilities, makes building modifications and installs new sludge dewatering equipment. Other construction activities also carried out.
- xiii) September, 2015 - Sludge dewatering equipment is commissioned and training provided to operating staff.
- xiv) October, 2015 – OCWA ES, on behalf of the Town, advises the MOECC that new equipment is in place and is in operation.

Project Tasks

It is envisioned that the project, for the provision of suitable dewatering equipment, is a process that will be developed in five basic phases. Each phase can also be considered a decision point and each is described below.

Phase 1 – Pre-design Services

1. We will carry out a comparison between selected belt filter presses, centrifuges, the Huber Rotamat as well as the Fournier with respect to operating and capital costs. We will look at the amount and type of sludge to be handled, firstly on an annual basis and, secondly, on a daily basis, assuming a 5-day operating week, to determine the size of the specific machines. As is known, each machine can produce sludge cake with a varying amount of solids concentrations.
2. Although in many cases it is desirable to carry out pilot studies with any new equipment, the timeline stipulated by the MOECC along with winter conditions precludes us from conducting any pilot studies. As such, it is imperative that the desk top evaluation be as comprehensive as much as is possible given the circumstances. Nonetheless, there is a strong possibility that, with the help of Fort Frances, a pilot study

exploring the potential of the Fournier Rotary Press for sludge dewatering could be carried out. As such, we have included in our budget a provisional sum to allow for a pilot study.

3. We will review the performance and durability of the selected dewatering equipment alternatives. We have good knowledge with a variety of dewatering equipment and have detailed information about some of the products. It is most imperative that any sludge dewatering equipment proposed is capable of achieving a minimum of 18% dry solids
4. We will review the size constraints of the suggested equipment to determine the necessary installation footprint and to ensure that the existing building can physically accommodate the proposed equipment.
5. We will request from each supplier, a list of required spare parts in addition to their recommended maintenance requirements.
6. A report will be prepared and submitted to the Town with our recommendation as to which sludge dewatering equipment should be utilized in Fort Frances. This will be the first decision point.

Phase 2 – Pre-purchase of Equipment

1. Once a decision is made by the Town as to which type of equipment is to be purchased, we will prepare documents for the pre-purchase of the dewatering equipment to be utilized at the Fort Frances Water Pollution Control Plant. It should be noted that the pre-purchase of equipment is proposed because of the long delivery period for the provision of the dewatering equipment by some suppliers.
2. In addition to supplying the requisite parameters for sludge dewatering, we will also specify the requirements for commissioning and operator training.
3. Upon receipt of the proposals from the selected companies, we will review them and follow up with an appropriate recommendation to the Town.
4. Upon receiving instruction from the Town, the company chosen to supply the dewatering equipment will be notified and a subsequent Purchase Order would be issued by the Town.
5. We will prepare an Application for an Amendment to the existing Environmental Compliance Approval to permit the removal of the existing dewatering equipment and the installation of the new sludge dewatering equipment.

Phase 3 – Design of Physical Facilities

1. With the acquisition of the dewatering equipment finalized, a review of the necessary building and piping modifications will be undertaken. Drawings would be prepared that will ensure the proper installation of the equipment.
2. There is a possibility that the building envelope may need to be enlarged to accommodate either the selected equipment and/or a municipal vehicle for dewatered sludge haulage. In addition, there will be a need to ensure that the static and dynamic loads imposed by the selected equipment can be accommodated by the existing structure. A design firm specializing in industrial building design will be retained by the Ontario Clean Water Agency ("OCWA") to ensure that the adequacy of the existing structure for the equipment and ancillary equipment. The firm will also be required to provide the appropriate design drawings and specifications.
3. The design of the expanded and modified facilities will be submitted to the Town for its review and approval.

Phase 4 – Issue of Documents for Tender

1. With the basic design of the facility improvements being approved by the Town, work will start on the production of the tender documents for the installation of the sludge dewatering equipment.
2. In addition to the installation of the sludge dewatering equipment, we will include a section in the tender documents that addresses the upgrades required for the primary clarifiers. As well, there will be a requirement for the installation of temporary sludge dewatering equipment while the new dewatering equipment is being installed.
3. It will also be necessary to include in the tender documents, a requirement that the existing process control be upgraded to accommodate the process controls needed for the new sludge dewatering system.
4. The format of the tender documents, particularly the Form of Tender, General Conditions, etc., will be based on the format used by OCWA and its predecessors for over 50 years.
5. It is proposed that the Town will issue the tender documents for bidding to selected contractors that are known to the Town and OCWA.
6. Tenders will be received by the Town to be subsequently reviewed by OCWA. We will then make our recommendations to the Town with respect to the successful bidder.

Phase 5 – Construction Administration of Upgrades

1. Once the Town awards the construction contract to the Contractor who was the successful bidder, final contract documents will be prepared for signatures by the Town and the Contractor.
2. OCWA proposes to engage an experienced person living in the Fort Frances area as an Inspector of the work. His duties will be to make periodic inspections with respect to the work and report the same to the Project Manager. One such possibility is to use the services of the existing operating personnel at the Pollution Control Plant.
3. All construction activities will be monitored by the Project Manager, who will also issue monthly payment certificates.
4. Upon the completion of the installation, the dewatering equipment will be commissioned by the supplier under the supervision of the Project Manager.
5. Training in the operation of the new sludge dewatering equipment will be provided by the supplier.
6. Following a successful commissioning, the facilities will be turned over to the Town and our operations staff.

Company Profile and Experience

The Ontario Clean Water Agency was established on November 15, 1993 as a Crown Agency to provide water and wastewater services to Ontario municipalities previously serviced by the Ontario Ministry of Environment (MOE).

OCWA's Engineering Services (ES) has extensive experience in project managing water and wastewater projects that stretches back over 50 years through our predecessors, the MOE and the Ontario Water Resources Commission (OWRC). During this period, project management services have been provided to over 250 municipalities across the province. In addition to municipalities, ES also provides project management and

technical services to provincial and federal governments, institutions, and the private sector. As well, OCWA holds a Certificate of Authorization from Professional Engineers of Ontario.

The scope of projects managed by OCWA has included countless complex area schemes such as the \$300M York-Durham Sewage System, numerous water and wastewater treatment plants, and basic works including water mains and sewers. In all cases, complete project management services have been provided, taking the projects from the inception stage through to completion and commissioning of the works. In some cases, design activities have complemented the project management activities.

Additional corporate information is available on OCWA's web site at www.ocwa.com.

Proposed Project Personnel

We propose *Mr. L. Eric Czarnecki, M. Eng, P.Eng.* to be the Project Manager for this project. Eric is one of our most experienced project managers. He is a civil engineer with almost 50 years of professional experience in the water and wastewater field. His experience ranges from plant operation management to the design and construction management of water and wastewater facilities. He has extensive project management and construction experience with water and wastewater projects including the relatively new technologies such as GE Water's (Zenon's) micro-filtration plants.

Eric started his career with the Ontario Water Resources Commission as an Assistant, then Operations Engineer in Northern and Eastern Ontario. In fact, one of his first assignments as an Assistant Operations Engineer was the Fort Frances Water Pollution Control Plant. Later, he was Manager of Technical Support in the Ministry of Environment's South Western Region. Eric has worked for several consulting engineering firms where he was responsible for the design and project supervision of several wastewater projects. He spent several years in Tanzania overseeing the rehabilitation of a large water treatment facility and two years in Ghana overseeing the construction and commissioning of a water treatment plant serving the city of Accra.

Currently, Eric is project managing the upgrades at the Cornwall Waste Water Treatment Plant. In recent years, he has completed project management assignments on the new Sewage Treatment System Upgrades for the Township of McGarry as well as the solids and liquid capacity upgrades at the Duffin Creek Water Pollution Control Plant. The solids capacity upgrades at Duffin Creek included the refurbishment of two fluidized bed sludge incinerators. Eric has investigated and reported on a number of small water and wastewater systems for public and private companies including facilities operated by Petro-Canada. He has been instrumental in resolving issues by designing improvement to these small facilities.

A number of years ago, Eric designed the upgrades at the Kenora Sewage Treatment Plant which included the design and installation of a combination rotating screen and belt filter press for the dewatering of aerobically digested sludge. He was also the principal designer of plate and frame filter presses that replaced the aging vacuum filters at the Sault Ste Marie East End Water Pollution Control Plant. Several years ago, Eric also reviewed two options of handling the final disposal of aerobically digested sludge at the Fort Frances Sewage Treatment Plant.

As Project Manager for this project, Eric will provide technical input to the design assignment based on his personal experience in operations and the design of sludge handling systems. However, he will be assisted on this assignment by the intermediate and junior engineers specifically identified below.

Dmitry Zolotnitsky, M. Eng., P.Eng. is an Intermediate Engineer who will assist the Project Manager by providing the necessary coordination to the project. Dmitry has over 5 years of municipal engineering experience and he brings strong engineering, project coordination and client services experience to the team. Dmitry joined OCWA in 2013, after working at an engineering consulting firm for 3 years. He possesses a range of engineering skills which come from his education and work background. He has practical experience in project

coordination, process (conceptual, preliminary, and detail) design, equipment sizing, and hydraulic modeling. In particular, he was heavily involved in a recent pilot study of a centrifuge proposed for Smooth Rock Fall, Ontario.

Tomas Ycas, B.A.Sc., EIT., has been a project engineer for OCWA's Engineering Services Group since January 2011 and will provide technical support to the project. Since joining OCWA, Tomas has been exposed to a variety of projects throughout Ontario by providing assistance to various water and wastewater treatment plant upgrades at facilities such as the Val Gagne WTP, the Haileybury STP, the Geraldton WTP and the Kagawong WTP. Tomas has prepared site plans, equipment layouts, piping diagrams and P & ID diagrams for a number of projects as required. In addition to his time at OCWA, Tomas has had previous experience as a construction inspector for new developments located throughout the Greater Toronto Area.

Cost Proposal for the Project

We have developed a time task matrix based on the tasks described above. The task costs, excluding HST, are summarized in the following table:

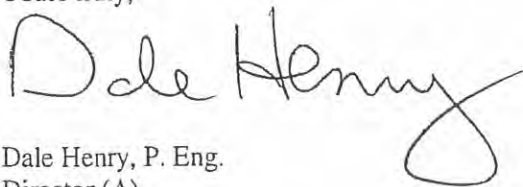
Task	Description	Cost
Phase 1	Pre-Design Services	\$10,000
Phase 2	Pre-Selection of Equipment	\$7,000
Phase 3	Design of Physical Facilities	\$45,000
Phase 4	Issuance of Tender Document	\$12,200
Phase 5	Construction Administration of Upgrades	\$40,000
	Sub Total	\$114,200
Provisional Sum	Allowance for Pilot Study	\$10,000
	Total	\$124,200

Summary of Proposal

In this proposal, we have described the tasks required to provide the Town of Fort Frances with upgraded sludge dewatering facilities at their sewage treatment facility. We have estimated the effort to carry out the evaluation of the various processes including a provisional pilot study and additional design as requested by the Town, the subsequent physical design of the improved facilities and the management of the construction activities at a cost of \$124,200 plus HST. We now submit this revised proposal for your consideration.

We trust that this document has clarified the design and management activities that we propose to carry out with respect to this project. Should you have any questions concerning this proposal, please feel free to contact the undersigned.

Yours truly,



Dale Henry, P. Eng.
Director (A)
Engineering Services

LEC/ec

November 10, 2014

Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

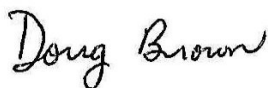
SUBJECT: Execution of ESRI – Small Government Enterprise Agreement (GIS Software)

Please find attached a report prepared by Trisha Law, GIS Expert outlining the pertinent details as to why it would be beneficial for the Town to renew the Small Local Government Enterprise Licence agreement with Environmental Systems Research Institute (ESRI) for an additional 3-year term.

The Town has been using ERSI software for the GIS system since 1996. Presently the existing Small Local Government Enterprise Licence agreement with ERSI expires on January 31, 2015. From a financial point of view the Town has paid ERSI \$15,500 per year over the last three (3) years where for the next three (3) years the Town will pay \$16,500 per year or an additional \$1000 per year. These costs are included in the first draft of the 2015-operating budget.

The Operations and Facilities Executive Committee recommends the Mayor and Clerk be authorized to execute the 3 year Small Local Government Enterprise Licence agreement with Environmental Systems Research Institute (ESRI) on behalf of the Corporation of the Town of Fort Frances.

Respectfully submitted,
Operations & Facilities Division



Doug Brown, P. Eng.
Operations & Facilities Manager

Council approval of this report will ensure that the Town enters into a 3 year Small Local Government Enterprise Licence agreement with ERSI and that the Mayor and Clerk be authorized to execute this agreement on behalf of the Corporation

2014NovESRIagreement.doc

November 5, 2014.

Report To: Doug Brown, Operations and Facilities Manager

From: Trisha Law, GIS Expert

SUBJECT: ESRI Small Local Government Enterprise License Agreement (ELA)

The Town of Fort Frances currently has Small Local Government Enterprise License Agreement (ELA) with Environmental Systems Research Institute Inc and ESRI Canada for the use and licensing of our current GIS and web-GIS software. This license agreement has been in place since December 8, 2008 (By-Law 64/08), renewed on December 19, 2011 (By-Law 68/11) and is set to expire on January 31, 2015.

Under the existing ELA, the Town has been granted access to an unlimited number of licenses for the use of the desktop GIS (ArcMap), extension and web software, all which would need to be purchased separately if the ELA were not in place. With the renewal this would not change. The ELA is a firm three year agreement, with a yearly cost of \$16,500. This cost is divided amongst the following departments: Public Works (including Water/Sewer works), Planning and Development, Fire and the Fort Frances Power Corporation.

Based on the current usage of the GIS database and mapping the Town currently has in place, it is my recommendation that the ELA be re-signed by the Town.

To ensure uninterrupted access to the current GIS software and licenses, the ELA renewal must be signed and returned to ESRI Canada by the end of December 2014.

Respectively Submitted,

Trisha Law, BSc. (Geography), MGIS
GIS Expert



October 14, 2014

Ms. Trisha Law
Town of Fort Frances
Public Works Department
320 Portage Ave
Fort Frances ON P9A 3P9

SLG-ELA Quote #:20012268

Dear Ms. Law:

Thank you for your ongoing interest in Esri solutions and services. As follow up to our discussions on renewing the Esri Small Local Government Enterprise License Agreement (SLG-ELA) for the Town of Fort Frances, I am pleased to provide you with our proposal reconfirming Esri Canada's Small Local Government Enterprise License Agreement program.

The Small Local Government ELA is a three-year agreement that grants your organization access to the Esri software listed below on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. Additionally, technical support, services and training are included to help you get the most from your investment. Once executed, the SLG-ELA will be effective on the date following the expiry date of your current SLG-ELA, Feb 1, 2015 and will require a firm, three-year commitment.

The program includes unlimited access by your organization during the term of this agreement to the Esri Enterprise Software listed below. Licenses are valid for the three-year term of the agreement.

- **ArcGIS for Desktop Software**
ArcGIS for Desktop Advanced (formerly ArcInfo,) ArcGIS for Desktop Standard (formerly ArcEditor,) ArcGIS for Desktop Basic (formerly ArcView)
- **ArcGIS for Desktop Extensions**
ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager and ArcGIS Data Reviewer
- **ArcGIS for Server-based Software**
ArcGIS Server Workgroup and Enterprise (Advanced, Standard, and Basic)
- **ArcGIS for Server Extensions**
ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Workflow Manager, ArcGIS Image
- **ArcGIS Runtime Standard**
- **ArcGIS Runtime Extensions**
ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

The program includes limited licenses of the following Esri software during the term of this agreement:

- **Esri CityEngine Advanced**

(1) One Single Use License and (1) Concurrent Use License

Also included in the program are:

- **ArcGIS Online Subscription**
Includes up to 50 users and 10,000 service credits each year the ELA is in effect. Additional users and service credits may be purchased separately as required. Note that allocated Service Credits do not roll-over from year to year.
- **Esri Developer Network Subscription**
One (1) annual subscription to the Esri Developer Network (EDN) for each year the ELA is in effect
- **Virtual Campus (Web training)**
US\$5,000 Virtual Campus Dollars for standard Esri-authored self-paced web training courses only (third-party authored courses not included) for each year the ELA is in effect.
- **Training**
Five percent discount on any Esri Canada scheduled class, online or at an Esri Canada Training Centre.
- **Technical Support**
Two (2) named callers for technical support
- **Esri International User Conference Registrations**
Two (2) complimentary registrations for Esri International User Conference for each year the ELA is in effect.

Payment terms for the SLG-ELA are as follows:

	Year 1	Year 2	Year 3	Total
Total Annual Fee	\$16,500	\$16,500	\$16,500	\$49,500

Note: Applicable taxes are not included.

All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services listed above.

To support your organization with this opportunity and assist with your implementation requirements, the following optional foundations Professional Service Packages are available from \$5,000 each.

- **Enterprise Geodatabase Implementation (starting from \$5,000)**
This package includes an ArcSDE Geodatabase installation, configuration and knowledge transfer to provide you with the necessary skills to start managing and maintaining your Geodatabase.
- **ArcGIS Server Implementation (starting from \$7,500)**
This package includes installation, configuration and knowledge transfer to provide you with the necessary skills for basic set up and administration of ArcGIS Server web tier for the Flex/Silverlight/JavaScript Framework. Note: Pre-requisite Training may be required in addition.
- **Enterprise ArcGIS Health Check (starting from \$8,400)**
This package is designed for senior system administrators, database administrators and GIS managers from organizations that have moderate to complex implementations of Esri products and require confidence that their architecture will perform to user expectations.

The following key business terms and conditions will apply:

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in this proposal, it may do so separately from this ELA at the current Esri pricing that is available for your organization for software and maintenance.
- Software and services included in this proposal may only be deployed and used by the government departments and employees licensed to participate in the SLG-ELA.
- Esri technology that may be embedded in third-party products that your organization licensed or may acquire is not included under this agreement.
- Your organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The first payment will be due within 30 days of the effective date. Second and third payments will be due within 30 days of the anniversary date of the contract.
- Your organization will continue to maintain a Tier 1 support center to field calls from internal users of Esri software. The organization may designate up to two individuals who may directly contact Esri Canada for Tier 2 technical support.
- Esri Canada will provide instructions on how to download the installation software.
- Esri will deliver one software install package (which consists of software media and documentation) upon request.
- Your organization will provide an annual report of installed Esri software to Esri Canada.
- Esri software and updates that you are licensed to use will be available for download automatically as they become available.
- Your organization will receive two complimentary annual registrations to the Esri International User Conference in San Diego.
- Licenses are valid for the term of the ELA.
- Your organization must sign and return the applicable Esri Small Local Government Enterprise License Agreement document to Esri Canada prior to licenses being issued.
- By accepting this proposal your organization unconditionally acknowledges and agrees that in addition to the terms and conditions set out under this proposal, the order arising from this proposal is governed by the terms and conditions of the applicable Esri Small Local Government Enterprise License Agreement and that no additional or different term or condition other than those expressly approved in writing by Esri and/or Esri Canada shall be binding on this order.

This offer is valid for 60 days. To complete the agreement within this time frame, please ensure that the acceptance column on the last page of this proposal is signed by an authorized signatory of your organization and return a signed copy to my attention.

I appreciate the opportunity to present you with this proposal. If you have any questions or require additional information, please contact me at (705) 585 1831 or email at kmurdoch@esri.ca . Otherwise, I will follow up with you within the next three weeks.

Thank you very much for your consideration.

Best regards,

Kyle Murdoch
Account Manager

Quote 20012268
Town of Fort Frances

This Small Local Government ELA Proposal is Accepted and Agreed
on behalf of _____:

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____



**SMALL
ENTERPRISE LICENSE AGREEMENT
LOCAL GOVERNMENT**

Authorized Distributor/Esri Use**Only:**

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Enterprise License Agreement ("ELA") is by and between the organization listed on the signature page ("Licensee"); **Environmental Systems Research Institute, Inc. ("Esri")**; and, if Licensee is located outside the United States of America (USA), the Authorized Distributor listed on the signature page ("**Authorized Distributor**"). Authorized Distributor is authorized by Esri to provide access to Online Services and provide ELA Maintenance for Enterprise Products and other benefits, as described herein, to Licensee located outside the USA.

This ELA sets forth the terms for Licensee's use of Enterprise Products and incorporates by reference (i) the ELA Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) the ELA Quotation, (ii) Small Enterprise License Agreement, and (iii) the License Agreement. The modifications and additional rights granted in this ELA apply only to the Enterprise Products listed in Table A.

**Table A
List of Enterprise Products**

Unlimited Quantities**Desktop Software and Extensions**

ArcGIS for Desktop Advanced
 ArcGIS for Desktop Standard
 ArcGIS for Desktop Basic
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager for Desktop,
 ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise
 (Advanced, Standard, and Basic)
 ArcGIS for Server Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager for Server, ArcGIS Image
 Extension for Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime Standard
 ArcGIS Runtime Standard Extensions: ArcGIS 3D
 Analyst, ArcGIS Spatial Analyst, ArcGIS Network
 Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network
 (EDN) Standard*
 One (1) Esri CityEngine Advanced Single Use License
 One (1) Esri CityEngine Advanced Concurrent Use
 License
 One (1) ArcGIS Online Subscription

* ELA Maintenance is not provided for these items.

Licensee may accept this ELA by signing and returning it with an Ordering Document that matches the ELA Quotation and references this ELA. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.** Unless otherwise mutually agreed to, this ELA is effective as of the date of the last signature on the signature page ("Effective Date"), or if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this ELA by reference.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Enterprise Products. Except as provided in Article 4—Enterprise Product Updates, no modifications can be made to this ELA.

This ELA may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

(Authorized Distributor)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)**

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

ELA Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this ELA:

"Deploy" means to redistribute and install the Enterprise Products and related Authorization Codes within Licensee's organization(s).

"ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri or its Authorized Distributor to Licensee for the Enterprise Products.

"ELA Quotation" means the Small Enterprise License Agreement offer letter and quotation provided separately by Esri or its Authorized Distributor to Licensee.

"ELA Fee" means the fee set forth in the ELA Quotation.

"Enterprise Products" means the Products identified in Table A—List of Enterprise Products and any updates to such list provided in writing by Esri or its Authorized Distributor.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

"Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Enterprise Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact from which all Tier 1 Support will be given to Licensee.

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.

"Tier 2 Support" means the Technical Support provided by Esri or its Authorized Distributor to the Tier 1 Help

Desk when the Incident cannot be resolved through Tier 1 Support. Licensees located in the USA will receive Tier 2 Support from Esri. Licensees outside the USA will receive Tier 2 Support from an Authorized Distributor located in the Licensee's region.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Enterprise Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this ELA and shall ensure that the consultant or contractor discontinues use of Enterprise Products upon completion of work for Licensee. Access to or use of Enterprise Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for three (3) years, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

3.2 No Use upon Expiration or Termination. All Deployed Enterprise Product licenses and all ELA Maintenance, Virtual Campus access, and User Conference Registrations terminate on expiration or termination of this ELA.

3.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the

other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach.

- 3.4 Termination for Lack of Funds.** For government or government-owned entities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

4.0—ENTERPRISE PRODUCT UPDATES

- 4.1 Future Updates.** Esri and its Authorized Distributor reserve the right to update the list of Enterprise Products in Table A by providing written notice to Licensee. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products schedule at no additional charge. Licensee's use of new or updated Enterprise Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

- 4.2 Product Life Cycle.** During the term of this ELA, some Enterprise Products may be retired or may no longer be available for unlimited quantity Deployment. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Enterprise Products in the mature and retired phases may not be available; however, Licensee may continue to use Deployed Enterprise Products for the term of this ELA, but Licensee will not be able to Deploy retired Enterprise Products.

5.0—ELA MAINTENANCE

ELA Maintenance is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in either (i) the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>) for USA-based Licensees or (ii) the applicable Authorized Distributor software maintenance policy as modified by this Article 5.0—ELA Maintenance. At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Enterprise Products will

receive ELA Maintenance. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

a. Tier 1 Support Provided by Licensee

1. Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri or Its Authorized Distributor

1. Tier 2 Support shall log the calls received from Tier 1 Help Desk individuals.
2. Tier 2 Support shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers

to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.
5. When the Incident is resolved, Tier 2 Support shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

6.0—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Esri or its Authorized Distributor. Licensee agrees that Esri and its Authorized Distributor may publicize the existence of this ELA upon execution.

7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this ELA. Licensee shall not seek any discount from the OEM partner or Esri based on the availability of Enterprise Products under this ELA. Licensee shall not decouple Esri products or services from the OEM partners' application or service.
- 7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this ELA, Licensee shall provide a written report detailing all Deployments to either (a) Esri if Licensee is located in the USA or (b) Authorized Distributor if Licensee is located outside the USA. The report will be subject to audit.
- 7.3 **Renewal.** Any follow-on ELA will be offered in accordance with then-current ELA pricing and license terms and conditions.



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ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- b. "Beta" means any alpha, beta, or prerelease Product.
- c. "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.
- d. "Content" has the meaning provided in Addendum 3.
- e. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
- f. "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- g. "Documentation" means all user reference documentation that is delivered with the Software.
- h. "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content, hosted by Esri or its licensors, for storing, managing, publishing, and using maps, data, and other information.
- i. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- j. "Perpetual License" means a license to use a version of a Product for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.
- k. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this License Agreement.
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- m. "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Addendum 3 (also available at <http://www.esri.com/legal>).
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- p. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.

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ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid; (ii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor; and (iii) for the applicable Term or, if no Term is applicable or identified, until terminated in accordance with Article 5. In addition to the Scope of Use in Article 4, Exhibit 1—Scope of Use (E300) applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—Scope of Use (E300) and are also available at <http://www.esri.com/legal/software-license>. Addendums only apply to Products specifically identified within an Addendum. Exhibit 1—Scope of Use (E300) includes Addendums for the following Product types, which are incorporated by reference:

- a. *Software.* Terms of use for specific Software products are set forth in Addendum 1.
- b. *Data.* Data terms of use are set forth in Addendum 2.
- c. *Online Services.* Terms of use for Online Services are set forth in Addendum 3.
- d. *Limited Use Programs.* Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in Addendum 4.

3.2 Evaluation and Beta Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Esri or distributor maintenance.

ARTICLE 4—SCOPE OF USE

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 4. Move the Software in the licensed configuration to a replacement computer; and
 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.
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- c. Distribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- d. Distribute Authorization Codes to third parties;
- e. Reverse engineer, decompile, or disassemble Products;
- f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- g. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Products in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- h. Remove or obscure any Esri (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- i. Unbundle or independently use individual or component parts of Software, Online Services, or Data;
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- l. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with any Product in a manner that would subject such code or any part of the Product to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

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6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, HOT FIXES, PATCHES, UPDATES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

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- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
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8.3 Esri shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Esri or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Esri for avoiding infringement or use after a return is ordered by Esri under Section 8.2.

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**EXHIBIT 1
SCOPE OF USE
(E300 06/13/2014)**

**ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)**

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<p>Desktop Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2) ▪ ArcReader (20; Addendum 2, Note 1) ▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Maps for IBM Cognos, MicroStrategy, Microsoft Dynamics CRM, Office, SharePoint, Salesforce, or SAP BusinessObjects (2; Addendum 2, Note 1) ▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1) ▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1) <p>Server Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms) ▪ ArcGIS for Server Extension <ul style="list-style-type: none"> – ArcGIS for INSPIRE (Addendum 2, Note 1) ▪ Esri Business Analyst for Server <ul style="list-style-type: none"> – Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) – Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Portal for ArcGIS (31; Addendum 2, Note 1) ▪ Esri Tracking Server (31) 	<p>Developer Tools</p> <ul style="list-style-type: none"> ▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1) ▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1) ▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1) ▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6) ▪ Esri File Geodatabase API (47) <p>Bundled Products</p> <ul style="list-style-type: none"> ▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11)
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- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.
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ADDENDUM 2
DATA TERMS OF USE
(E300-2)

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Notes:

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- Additional Terms of Use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

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 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. Reserved.
8. Reserved.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
 - a. HERE data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. D&B Data: May not be used for direct mailing or direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
 - a. HERE traffic data is subject to the terms of use at http://corporate.navteq.com/supplier_terms.html.
 - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User(s)" means individuals to whom Licensee specifically enables private access to Online Services and Value-Added Applications through Licensee's Online Services account. Named Users can be anyone whom Licensee authorizes to access Online Services, but only for the exclusive benefit of Licensee, for example, Licensee's employees, agents, consultants, or contractors. For Education Plan accounts, Named Users may include registered students. No other third parties may be Named Users. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users. Named Users have unique, individual login credentials.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
- j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities.

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee is not permitted to remove any Esri or Esri's licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.4 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.

4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific Terms of Use in addition to the general Terms of Use as set forth in the General License Terms and Conditions of the License Agreement. Additional Terms of Use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the Additional Terms of Use referenced may be found in a separate Addendum, as noted):

<ul style="list-style-type: none"> ▪ ArcGIS Online (1; 2; <u>Addendum 2, Note 1; Addendum 2, Note 6</u>) ▪ Esri Business Analyst Online (3; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>) ▪ Business Analyst Online Mobile (3; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>) ▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>) ▪ Community Analyst (3; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>) 	<ul style="list-style-type: none"> ▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>) ▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>) ▪ Esri Redistricting Online (<u>Addendum 2, Note 1</u>) ▪ Esri MapStudio (4; <u>Addendum 2, Note 1; Addendum 2, Note 9</u>)
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Notes:

- If you do not license any of the Products in the table above, these Additional Terms of Use do not apply to you.
- Additional Terms of Use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:

- a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
- b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - vii. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. If Licensee is using non-Esri application development tools to build applications that access Esri's Online Services, Licensee must include attribution acknowledging that its application is using Online Services provided by Esri. Guidelines are provided in the Documentation.
 - viii. Licensee may not embed a Named User credential into a Value-Added Application. For all ArcGIS Online Plan accounts other than Public Plan accounts and ArcGIS for Developer Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.

c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:

i. Licensee is also permitted to:

- (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and
- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.

d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.

e. For ArcGIS Online Public Plan accounts:

- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
- ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

f. For ArcGIS Online Development and Testing Plan accounts:

- i. Subject to the terms of this License Agreement, Licensee is permitted to:
 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
- ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
 - i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.
 - h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
 - i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.
- 2. Terms of Use for ArcGIS Online Services:
 - a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
 - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
- 3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
- 4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in Addendum 2, Note 1.
- 5. Licensee may develop Value-Added Applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's Value-Added Applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's Value-Added Applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing Value-Added Applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's Value-Added Application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none"> ▪ Educational Programs (1) ▪ Grant Programs (2) 	<ul style="list-style-type: none"> ▪ Home Use Program (3) ▪ Other Esri Limited Use Programs (4)
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Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*
 - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
 - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License, without the authorization to install or use a second copy, solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "Noncommercial" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
 - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.



12 Concorde Place, Suite 900
Toronto, Ontario M3C 3R8 Canada

Sales Proposal Proposition

Page 1 of / de 3

Customer / Client	Information
Town of Fort Frances Public Works Dept 320 Portage Ave Fort Frances ON P9A 3P9 Canada Attn / À l'attention de: Trisha Law Dept / Service: Public Works Tel / Tél: 807-274-9893 Ext / poste: 304	Sales Quote # / N° de la proposition: 20012268 Document Date / Date du document: 2014-10-14 Customer # / N° de client: 104485 Currency / Monnaie: CAD Validity Start Date / Début de la période de validité: 2014-10-14 Validity End Date / Fin de la période de validité: 2014-12-13 Sales Contact / Représentant: Kyle Murdoch

Line# N° ligne	Material / Description Produit / Description	Version	Qty Q ^{te}	Ordered Comm	List Price Prix courant	Extended Price Total partiel
1	1000753 Esri Small Local Government Enterprise License Agreement - Population < 15K		1	<input type="checkbox"/>	16,500.00 EA	16,500.00
Software Subtotal / Licences Total partiel:						16,500.00
Total						\$16,500.00



Sales Proposal Proposition

Sales Quote # / N° de proposition **20012268**

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Terms and Conditions

1. Price does not include applicable taxes or shipping.
2. The information in this proposal is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, re-transmission, dissemination, or other use of, or taking of any action in reliance to this information by persons, or entities, or other than the intended recipient, is prohibited.
3. Unless otherwise quoted, prices do not include travel and expenses.
4. Prices quoted are based on fulfillment of the entire order. Any changes are subject to a revised quotation.
5. Applicable fees may apply if physical media is required.
6. (i) Esri Inc. (Esri) is the third-party licensor for all Esri products proposed to be supplied by Esri Canada under this quote. All such Esri products shall be licensed only under the terms and conditions of the Esri License Agreement (E204 and E300) standard terms and conditions which are available on Esri's Web site at <http://www.esri.com/legal/software-license> as updated by Esri from time to time ("Esri License Agreement") and may be requested separately from Esri Canada. Esri provides the most current version of its governing Esri License Agreement on its Web site for licensees to review periodically for updates. You may have a signed Esri License Agreement on file that covers this order. If so, please reference the Esri License Agreement number on your purchase order.

(ii) For Esri products licensed through click-through licensing, customer agrees that an extra set of applicable license use terms and conditions will be added later during the product installation process of such click-through licensed Esri products. These additional license use terms and conditions are provided in Esri's applicable click-through version of the Esri License Agreement required to be reviewed and accepted by customer prior to product installation. A copy of the applicable Esri License Agreement is available for customer review upon customer's receipt of this quote on Esri's Web site at <http://www.esri.com/legal/software-license>. A copy may also be requested separately from Esri Canada.

(iii) Any additional or different terms in any customer purchase order are deemed rejected, unless those terms do not apply to the licensing of the Esri products and are expressly accepted in writing by Esri Canada.

(iv) Other third-party licensor products listed on this quote are governed by terms and conditions either available on the applicable licensor's respective Web sites or available separately.

(v) For products listed under this quote subject to click-through licensing ("Click-Through Products"), the completion of the acceptance process of the applicable product click-through license agreement shall be binding on the customer invoiced in this quote.

(vi) All applicable Esri Canada support and maintenance services for eligible Esri products and any other third-party licensor products are provided in accordance with Esri Canada's Software Maintenance Program Policy available on Esri Canada's Web site at <http://www.esri.ca/softwaremaintenance> and may be requested separately from Esri Canada.

(vii) Unless otherwise agreed by Esri Canada in writing: (i) all products shall be delivered to customer with applicable product installation access materials ("Product Delivery"); (ii) customer may, prior to product Delivery ("Cancellation Period"), cancel its order by delivery of an order cancellation notice in writing to Esri Canada ("Order Cancellation Notice"); and (iii) customer's order for products (inclusive of Click-Through Products) shall be final, and a binding contract shall be concluded, upon expiration of the Cancellation Period unless Esri Canada is in receipt of a valid Order Cancellation Notice.

Conditions

1. Le prix n'inclut pas les taxes applicables ni les frais de transport.
2. L'information contenue dans la présente proposition n'est destinée qu'au client concerné et peut être de nature confidentielle et privilégiée. Toute révision, retransmission, diffusion ou autre utilisation de l'information comprise dans la présente proposition par des personnes ou entités autres que le client concerné est interdite.
3. À moins d'indications contraires, les dépenses et les frais de déplacement ne sont pas compris dans la présente proposition.
4. Les prix indiqués sont établis en fonction de l'exécution intégrale de la commande. Tout changement nécessite une révision de la proposition.
5. Des frais supplémentaires peuvent s'appliquer si un support physique est requis.
6. (i) Esri Inc. (Esri) est le tiers concédant de licence de tous les produits d'Esri qu'Esri Canada se propose de fournir en vertu du présent devis. La licence des Produits d'Esri peut uniquement être octroyée en vertu des conditions standards de la Licence d'utilisation d'Esri (E204 et E300) décrites sur le site Web d'Esri au <http://www.esri.com/legal/software-license> telles que mises à jour occasionnellement par Esri (la « Licence d'utilisation d'Esri »). Ces conditions peuvent être obtenues séparément auprès d'Esri Canada. Esri fournit la version actuelle et en vigueur des conditions de la Licence d'utilisation d'Esri sur son site Web. Les détenteurs de licence sont invités à consulter régulièrement les mises à jour de ces conditions. Il se peut que vous disposiez déjà d'une Licence d'utilisation d'Esri signée couvrant cette commande. Si tel est le cas, veuillez indiquer le numéro de la Licence d'utilisation d'Esri sur votre bon de commande.

(ii) Le Client accepte qu'un ensemble supplémentaire de conditions d'utilisation viennent s'ajouter au cours du processus d'installation des Produits Esri dont la licence a été obtenue « au clic ». Ces conditions d'utilisation supplémentaires sont énoncées dans la version de la Licence d'utilisation d'Esri applicable pour les produits obtenus en vertu d'un contrat d'achat au clic, laquelle doit être lue et acceptée par le Client avant l'installation du produit. Une copie de la Licence d'utilisation d'Esri applicable peut être consultée par le client à la réception du présent devis sur le site Web d'Esri au <http://www.esri.com/legal/software-license>. Il est également possible de demander une copie séparément auprès d'Esri Canada.

(iii) Toute condition supplémentaire ou différente associée à quelque bon de commande du client que ce soit est réputée rejetée, à moins qu'elle ne s'applique pas à la licence des produits d'Esri et qu'elle soit expressément acceptée par écrit par Esri Canada.

(iv) D'autres produits du présent devis dont la licence est octroyée par des tiers sont assujettis à des conditions qu'il est possible de consulter sur les sites Web des tiers en question ou d'obtenir séparément.

(v) Le fait de compléter le processus d'acceptation de la licence d'utilisation des produits énumérés dans le présent devis et susceptibles d'être obtenus en vertu d'un contrat d'achat au clic (« Produits achetés au clic ») est réputé lier le client figurant au présent devis.

(vi) L'ensemble des services de soutien et d'entretien d'Esri Canada applicables aux produits d'Esri admissibles et à tout autre produit dont la licence est octroyée par des tiers sont offerts conformément à la politique du programme d'entretien des logiciels d'Esri Canada, laquelle est présentée sur le site Web d'Esri Canada au <http://www.esri.ca/entretiendelogiciels> et peut être demandée séparément auprès d'Esri Canada.

(vii) Sauf disposition contraire acceptée par écrit par Esri Canada : (i) tous les produits seront fournis au client avec le matériel adéquat donnant accès à l'installation (« Livraison du produit »); (ii) avant la Livraison du produit (« Période d'annulation »), le client peut annuler sa commande, en livrant ou faisant livrer un avis d'annulation de commande écrit à Esri Canada (« Avis d'annulation de commande »); et (iii) la commande d'un client relative à des produits (y compris les Produits achetés au clic) sera définitive, et un contrat exécutoire sera conclu à l'expiration de la Période d'annulation, à moins qu'Esri Canada n'ait reçu un Avis d'annulation de commande valide.



12 Concorde Place, Suite 900
Toronto, Ontario M3C 3R8 Canada

Sales Proposal Proposition

Sales Quote # / N° de proposition **20012268**
Page 3 of / de 3

This proposal accepted for the purchaser / La présente proposition est acceptée par:

Name (Print) / Nom de la personne autorisée (en caractères d'imprimerie)

Title / Fonction

Full legal name of Purchaser / Nom officiel complet de l'acheteur

Signature

Date

Purchase Order Number (if known) / N° du bon de commande (s'il est connu)

Proposal acceptance / Acceptation de la proposition

Check the box to confirm addresses below. Update in the address correction box below.

Cochez cette case pour confirmer l'adresse ci-dessous. Indiquer toute modification dans la case appropriée ci-dessous.

Invoice To / Facturer à

☐

Ship To / Livrer à

☐

End User / Nom de l'utilisateur final

☐

Town of Fort Frances
Public Works Dept
320 Portage Ave
Fort Frances ON P9A 3P9
Canada

Town of Fort Frances
Public Works Dept
320 Portage Ave
Fort Frances ON P9A 3P9
Canada

Town of Fort Frances
Public Works Dept
320 Portage Ave
Fort Frances ON P9A 3P9
Canada

Attn / À l'attention de: **Trisha Law**
Dept / Service: **Public Works**
Tel / Tél: **807-274-9893**
Ext / poste: **304**

Attn / À l'attention de: **Trisha Law**
Dept / Service: **Public Works**
Tel / Tél: **807-274-9893**
Ext / poste: **304**

Address Correction

☐

Address Correction

☐

Address Correction

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Esri Canada Contact information

To process this order, please contact Esri Canada Customer Care with your Purchase Order Number by faxing this confirmation to **416-441-0681** or scanned confirmation by e-mail to **customer@esri.ca**.

Coordonnées d'Esri Canada

Pour traiter la présente commande, communiquez votre numéro de bon de commande au service à la clientèle d'Esri Canada en télécopiant la présente confirmation au **416-441-0681** ou encore en l'envoyant, numérisée, par courriel à **customer@esri.ca**.

Physical media required (fees may apply) / Demande de logiciel sur support physique (des frais peuvent s'appliquer):

Yes / Oui

☐

Provide any additional details below / Directives du client:

Please report any discrepancies to Customer Care at **1-800-447-9778** or **customer@esri.ca**.
Veuillez nous aviser de toute erreur à **customer@esri.ca** ou en téléphonant au **1-800-447-9778**.

October 15, 2014

Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

**SUBJECT: Tender 14-OF-12 – Curbside Garbage & Recycling Material
Collection Services**

During the week of September 28, 2014, the Town advertised for a Tender Call with the tender closing on Tuesday, October 14, 2014. In accordance with the Town's procurement policy, Administration has an obligation to point out to Council any tender irregularities. There are no tender irregularities with the one tender bid received. Also attached is Spreadsheet No. 1 outlining the financial impact for each of the three (3) collection services tendered. There was only one bid received from Asselin Transportation & Storage Ltd.

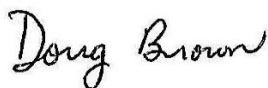
There is only one issue, which needs to be addressed, **Cancellation of a 100% performance bond**. The tender specifications were prepared where in the first year of the 5 year contract a 100% performance bond was required. This specification was included if the existing collection service contractor, Asselin Transportation & Storage Ltd. were not the lowest tender bid received. It doesn't make sense to secure such a bond with Asselin's as they have a satisfactory track record in providing these services over the years.

Please find attached Spreadsheet No. 1 adjusting the first year (2015) of Asselin's bid for the removal of 100% performance bond. See highlighted in "light green".

Operations and Facilities Executive Committee recommends the following be approved;

1. Award Part 1 - Tender 14-OF-12 Five Day Cycle of curbside collection of residential waste to Asselin Transportation at a total cost without taxes of \$708,198.80 where the 100% performance bond at a cost is not required.
2. Award Part 2 -Tender 14-OF-12 Bi-weekly (every second week) curbside collection of co-mingled recycling material to Asselin Transportation at a total cost without taxes of \$369,944.80.
3. Award Part 3 -Tender 14-OF-12 Bi-weekly (every second week) supply and emptying of dumpsters at Town facilities in accordance with set schedule to Asselin Transportation at a total cost without taxes of \$48,950.00.

Respectfully submitted,
Operations & Facilities Division



Doug Brown, P. Eng.
Operations & Facilities Manager

Council approval of this report will ensure the following:

1. Award Part 1 – Tender 14-OF-12 – Five Day Cycle of curbside collection of residential waste to Asselin Transportation at a total cost without taxes of \$708,198.80 where the 100% performance bond at a cost is not required.
2. Award Part 2 – Tender 14-OF-12 Bi-weekly (every second week) curbside collection of co-mingled recycling material to Asselin Transportation at a total cost without taxes of \$369,944.80.
3. Award Part 3 – Tender 14-OF-12 Bi-weekly (every second week) supply and emptying of dumpsters at Town facilities in accordance with set schedule to Asselin Transportation at a total cost without taxes of \$48,950.00.

2014OctoberGarbageCollectiontender14-OF-12

Spreadsheet No. 1- October 17, 2014 -Curbside Collection Services
 Adjusted first year by removing cost for 100% performance bond from Asselin's bid
 Garbage, Recycling and Dumpsters

Item	Existing Contract	2015	2015	2015	2015	2016	2017	2018	2019	Nov 1st, 2014 to October 31, 2019
	Nov 1st, 2013	Nov 1st, 2014		Nov 1st, 2014		Nov 1st, 2015	Nov 1st, 2016	Nov 1st, 2017	Nov 1st, 2018	Total Costs
	31-Oct-14								31-Oct-19	w/o Taxes
	Asselin	Asselin	Asselin	Adjusted Asselin	Adjusted	Asselin	Asselin	Asselin	Asselin	Asselin
				Removal of 100% Performance Bond	Increase					
1 Weekly Garbage Collection	\$135,028.35	\$141,779.76	5.00%	\$141,079.76	4.48%	\$141,779.76	\$141,779.76	\$141,779.76	\$141,779.76	\$708,198.80
2 Bi-weekly Collection of Co-mingled Recyclables	\$71,874.99	\$73,988.96	2.94%	\$73,988.96	2.94%	\$73,988.96	\$73,988.96	\$73,988.96	\$73,988.96	\$369,944.80
3 Dumpsters										
1 2 Cu.. Yd- East End hall	\$892.66	\$900.00	0.82%	\$900.00	0.82%	\$900.00	\$900.00	\$900.00	\$900.00	\$4,500.00
2 4 Cu. Yd - Children's Complex	\$892.66	\$900.00	0.82%	\$900.00	0.82%	\$900.00	\$900.00	\$900.00	\$900.00	\$4,500.00
3 4 Cu. Yd - Marina Building	\$344.54	\$330.00	-4.22%	\$330.00	-4.22%	\$330.00	\$330.00	\$330.00	\$330.00	\$1,650.00
4 2 Cu. Yd - Airport	\$892.66	\$900.00	0.82%	\$900.00	0.82%	\$900.00	\$900.00	\$900.00	\$900.00	\$4,500.00
5 4 Cu. Yd. - Town Hall	\$917.88	\$900.00	-1.95%	\$900.00	-1.95%	\$900.00	\$900.00	\$900.00	\$900.00	\$4,500.00
6 4 Cu. Yd. Public Works	\$917.88	\$900.00	-1.95%	\$900.00	-1.95%	\$900.00	\$900.00	\$900.00	\$900.00	\$4,500.00
7 2- 6 Cu. Yd Arena	\$955.59	\$950.00	-0.58%	\$950.00	-0.58%	\$950.00	\$950.00	\$950.00	\$950.00	\$4,750.00
8 6 Cu. Yd - Point Park	\$338.55	\$340.00	0.43%	\$340.00	0.43%	\$340.00	\$340.00	\$340.00	\$340.00	\$1,700.00
9 2nd- 6 Cu. Yd. - Point park	\$159.26	\$165.00	3.60%	\$165.00	3.60%	\$165.00	\$165.00	\$165.00	\$165.00	\$825.00
10 4 Cu. Yd. Point park	\$148.78	\$155.00	4.18%	\$155.00	4.18%	\$155.00	\$155.00	\$155.00	\$155.00	\$775.00
11 5 Cu. Yd. Sunny Cove- 2015 start		\$1,200.00		\$1,200.00		\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$6,000.00
12 6 Cu. Yd. (Recycling Bin) Sunny Cove- 2015 start		\$1,200.00		\$1,200.00		\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$6,000.00
13 6 Cu. Yd. - Fort Frances Cemetery	\$945.18	\$950.00	0.51%	\$950.00	0.51%	\$950.00	\$950.00	\$950.00	\$950.00	\$4,750.00
sub-total - Dumpster	\$7,405.64	\$9,790.00	32.20%	\$9,790.00	32.20%	\$9,790.00	\$9,790.00	\$9,790.00	\$9,790.00	\$48,950.00
total Dumpsters without Sunny Cove Bins	\$7,405.64	\$7,390.00	-0.21%	\$7,390.00	-0.21%	\$7,390.00	\$7,390.00	\$7,390.00	\$7,390.00	
4 Total	\$214,308.98	\$225,558.72	5.25%	\$224,858.72	4.92%	\$225,558.72	\$225,558.72	\$225,558.72	\$225,558.72	\$1,127,093.60
5 HST		\$29,322.63		\$29,231.63		\$29,322.63	\$29,322.63	\$29,322.63	\$29,322.63	\$146,522.17
		\$254,881.35		\$254,090.35		\$254,881.35	\$254,881.35	\$254,881.35	\$254,881.35	\$1,273,615.77
6 Net Cost to Town (includes Town's portion of HST or 1.76%)		\$229,528.55		\$228,816.23		\$229,528.55	\$229,528.55	\$229,528.55	\$229,528.55	\$1,146,930.45

November 27, 2014

Report To: Mayor and Council

From: Doug Brown, Manager of Operations & Facilities

SUBJECT: Letter from Mike & Sandra Krikke 911 Smith Avenue- Water Issue

Please find attached a letter dated November 27, 2014 from Mike & Sandra Krikke, which was referred to the Operations & Facilities Executive committee with input from the Administration & Finance Executive committee for a recommendation for Council to consider. Please find attached a report prepared by Doug Herr, Environmental & Facilities Superintendent outlining all pertinent details in regards to the water shut off-turn on event that took place on September 24, 2011.

At the time of preparing this report, the Administration & Finance Executive Committee has yet to review the issue. It is my opinion that Mike and Sandra Krikke of 911 Smith Avenue received water and sanitary sewer services from the period September 24, 2011 to October 28, 2014 without being charged or invoiced due to the O & F division not providing the proper paperwork to the billing clerk in the A & F division. The Town employee did not follow the proper protocol of shutting "off" and turning "on" a residential water service line. Where the Town under the existing collection policy has the ability to collect for water and sanitary sewer services as far back as 6 years. Basically no one rides for free and the Town has developed this collection policy for this very situation. Based on my review of the November 17, 2014 Krikke letter, it appears that a longer payment plan could be considered as a result of the Krikke's purchasing a new house. However, this outstanding water and sewer billing issue could have been addressed when 911 Smith Avenue was sold/transferred to a different property owner.

Councilor Paul Ryan updated the O& F executive committee on the recommendations coming from the A& F executive committee meeting held on December 9, 2014. After a lengthy discussion the Operations & Facilities Executive Committee recommends the following;

- 1) That the request to waive the water and sanitary sewer billing from September 24, 2011 to October 28, 2014 as outlined in the letter dated November 17, 2014 from Mike & Sandra Krikke be denied.
- 2) That a longer payment plan will be considered where the term and conditions will be agreeable to both parties.
- 3) That the interest charges during the payment plan period will be waived.
- 4) That the "Turn on" fee in the amount of \$ 42.50 will be waived.

Respectfully Submitted
Operations & Facilities Division,

Doug Brown

Doug Brown, P. Eng.
Operations & Facilities Manager

Council approval of this report will ensure the following:

- 1) That the request to waive the water and sanitary sewer billing from September 24, 2011 to October 28, 2014 as outlined in the letter dated November 17, 2014 from Mike & Sandra Krikke be denied.
- 2) That a longer payment plan will be considered where the term and conditions will be agreeable to both parties.
- 3) That the interest charges during the payment plan period will be waived.
- 4) That the "Turn on" fee in the amount of \$42.50 will be waived.

2014NovMikeKrikke-911smith

November 25, 2014

Report To: Doug Brown, Manager of Operations & Facilities
 From: Douglas Herr, Environmental & Facilities Superintendent
SUBJECT: Mike and Sandra Krikke
Re: 911 Smith Avenue
Letter Received November 19, 2014

Attached is a letter from Mike and Sandra Krikke complaining about an invoice they received from the Town on November 4, 2014 in the amount of \$2,691.81 for water/sewer charges stemming back to September 24, 2011. They believe that it is the Town of Fort Frances' mistake that they were not issued a water/sewer bill since this time and should resume the responsibility of covering this cost.

This matter first came to my attention October 28, 2014 when Heather Hatch, Utilities notified me. This was only brought to the Town's attention when the Krikkes' decided to sell this property and move to another. In discussion with Heather, she informed me that the Krikkes' had been receiving water/sewer service since September 24, 2011 without being invoiced for the service. She indicated that according to her records the water at this location was turned off that day and had not received any notice of it being turned back on. I told her that I would review our property files and get back to her.

I checked our files and notified Heather that the water had been turned off Saturday September 24, 2011 at the request of the Owner and that there was no documentation regarding the water being turned back on. Heather asked me to contact and discuss this matter with the Owner.

On the afternoon of October 28, 2014, I contacted Mrs. Krikke at work to discuss the situation and advised her that since she did continue to receive this service from September 24, 2011 forward she would be invoiced for it. She stated that it was the Town's fault for not sending them an invoice or checking back to see they had water or not. I explained the procedure for requesting water turn off/on and what happens with this documentation once filed. I explained that since there was no work requisition for a water turn on, the Town would have treated this property as having no water and therefore no water/sewer charge would have been issued. She then went on to say that it was the fault of the Town worker that no paperwork had been filled in and she went on to explain what happened the day of September 24, 2011. I told her that since she had been receiving this service the Town was entitled to receive payment for providing it. Then for whatever reason she told me she thought that the water/sewer charges were amalgamated with the other utility billings? Go figure??? I told her to contact Heather Hatch and make arrangements for payment in the amount owing to the Town. She said that she would.

This is the history of what transpired from September 24, 2011 when the water was initially turned off:

1. Doug Brown was on call at the time and received a telephone call from Mike Krikke, 911 Smith Avenue to have the water turned off. Doug contacted Chad Hanson, Town worker to attend to the work. A Work Requisition was completed and the Owner signed upon Chad's arrival.
2. Chad stated, in his statement attached that when he arrived on site the Owner had a plumber there as well. When Chad turned the curb stop spindle the box turned as well. The plumber assisted Chad in securing the box while Chad turned the water off.

3. Chad said that he had asked the plumber how long he was going to be until he needed the water turned on again. Plumber was not sure.
4. Chad decided to leave the key with the plumber so that he could turn the water back on himself.
5. Chad told Mrs. Krikke that he was leaving the key with the plumber and to give it to her brother-in-law, Barry Mosbeck to return it Monday morning.
6. No documentation was completed for the water turn on, therefore no notification given to utilities. Water was deemed off. No water/sewer charges had been sent out by the Town since this date.

In light of the events that took place the Owner continued to receive water from the Town without being charged since September 24, 2011. In accordance with the Town's Collection Policy the Town has the right to charge the customer's account with the under-billing for the period of the under-billing or a maximum of six (6) years from the date the Town is made aware of the error.

I have since discussed with Chad the consequences of not following protocols and what repercussion it has for other workers and departments.

Respectfully Submitted,

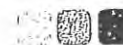


Douglas Herr, Environmental & Facilities Supt.

Enclosed: Letter- Mike & Sandra Kikke (Rec'd November 19, 2014)
Excerpt – Page 19 of the Water and Sewer Collection Policy
Chad Hanson's Statement

Mike & Sandra Krikke

1327 Emo Road • Fort Frances, ON P9A 2V6 • Phone: 807-274-1254
E-Mail: mskrikke@shaw.ca



November 17, 2014

Fort Frances Mayor & Council
320 Portage Avenue
Fort Frances, ON
P9A 3P9



Dear Fort Frances Mayor and Council Members:

RE: Water & Sewer at 911 Smith Avenue, Fort Frances

I am writing this letter in regards to an invoice that my husband and I received totaling \$2691.81 on November 4, 2014 for our previous home of 911 Smith Avenue. The water/sewer invoice charges are four payments beginning on November 30, 2014 and continue monthly until February 27, 2015 with three payments of \$672.97 and one payment of \$672.90.

The week of October 13, 2014, I informed the Town of Fort Frances (TOFF) that we would be moving to 1327 Emo Road effective October 30, 2014. It was not until October 28, 2014 that Heather Hatch had called me at work and left a message stating she needed to talk to me about our water bill. On returning her call, she let me know that they (TOFF) were unaware that our water was turned back 'on' and that we were not billed for over three years (since September 24, 2011). I was very surprised and shocked when she told me these facts. She had told me to call Doug Herr and discuss the matter further.

When I spoke to Doug Herr, I explained the events surrounding September 24, 2011. We had a pipe burst in our laundry room in the basement. We were unable to shut the water off due to old turn off valves. We had called a plumber as well as the TOFF to turn off our water. Doug Brown sent a worker to our house indicating that we would have to pay an extra fee, since it was a Saturday. (Upon receiving the bill for the water turn 'off' on September 24, 2011 I did pay this bill immediately, as I do with all invoices). The TOFF worker came to our house and turned the water off. In the meantime, we were waiting for the plumber to come from Emo to fix our pipe. The worker ended up leaving the 'key' with my husband, who stated that he would turn the water back 'on'. Doug Herr stated that the TOFF worker did not complete the proper paperwork indicating that our water was turned back 'on'. I told Mr. Herr that I was very upset and was truly unaware that I was not paying our water/sewer bill. I knew that the water/sewer bill had changed in the past few years and thought it was amalgamated into one utility bill.

These past few weeks have been very stressful for my family and myself. This whole situation stemmed from the TOFF not following proper procedures and paperwork; an error that was not discovered until we informed the TOFF of our moving. I was informed of it two days prior to moving into our new house. We have incurred costs with moving to a larger home and it should be an enjoyable time for our family.



Since we did not receive a bill for over three years due to a TOFF mistake, we believe that the TOFF should assume the responsibility of covering this cost. It is inconceivable how something like this could even happen.

Please feel free to contact me if you need to discuss this matter further. I have attached the letter as well as the invoices for your perusal. I can be reached at 275-6789. Thank you for your time.

Sincerely,

Sandra Krikke

Encl.

WATER AND SEWER COLLECTION

POLICY STATEMENT

This policy applies to the procedures and collection of water and sewer receivables.

2. EFFECTIVE DATE

This revised Policy comes into effect on November 23, 2010 and cancels and supersedes all former water and sewer collection policies.

3. PROCEDURE

- New owners must complete a Water and Sanitary Sewer Customer Contract before changes in service can take place. (See Page 22)
- Property owners remain responsible for the full payment of all water and sewer service, even if the bill has been assigned to another person (such as a tenant).

4. BILLING ERRORS

Where billing errors have resulted in over-billing, the customer's account shall be credited with the amount of the over-billing for the period of the over-billing or a maximum of six (6) years from the date the Town is made aware of the error, whichever is less.

Where billing errors have resulted in under-billing, the following shall apply:

- a) The customer's account shall be charged with the amount of the under-billing for the period of the under-billing or a maximum of six (6) years from the date the Town is made aware of the error, whichever is less.
- b) In instances of wilful damage, the customer's account shall be charged with the amount of the under-billing for the period of the under-billing with no maximum applied.

In the event an ownership change has taken place during the time of the billing error, the current customer will receive the credit/charge for the amount of time he/she was owner of the property to a maximum of six (6) years.

5. VACANCY

A charge set forth in accordance with the town's User Fee By-law will be levied for turning on or off the water services when the property is vacant or unoccupied for any duration. Multi-residential properties and trailer parks are subject to the same option with the following additional requirement; it is compulsory that the multi-residential properties and individual trailer properties obtain prior written approval, minimum of seven (7) days of the vacancy. It should be noted that approval would not be granted if any portion of the fire sprinkler system within the building is disarmed or dismantled or the supply of water to any other unit is affected. It is the responsibility of the property owner to ensure the plumbing and valves are in good working order and in place prior to work being done. All valving affected by turning the water off shall be affixed with seals by the Town's water system operators. Requests for water turn on/turn off due to vacancies shall be made by completing a Work Requisition application at Public Works. (See Page 23)

I was called into work on the evening of September 24, 2011 by Doug Brown for a water turn off. I was met there by John Marcus (the plumber). I tried to shut off the water but the entire stand pipe was spinning. John helped me to secure the standpipe while I turned the water off. I asked John how long it was going to be till he needed the water turned back on. He said he wasn't sure. I decided to leave the key with him so he could turn the water back on. I talked to Mrs. Krikke and she said she would return the key to her brother-in-law Barry Musbeck before Monday morning. Barry works with me at public works. I was unaware that a water turn on form was not filled out. I thought that would have been taken care of in the front office. I apologize for the inconvenience this has caused the Krikke family.

Chad Hansen

Nov 24 / 2014



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2014/134**

TO: Operations and Facilities Executive Committee
FROM: Dawn Galusha, Deputy Treasurer
DATE: December 9, 2014
SUBJECT: Mike & Sandra Krikke, 911 Smith Street Water Billing Matter

BACKGROUND

At the November 24, 2014 Council Meeting, the letter received from Mike and Sandra Krikke regarding water & sewer billings was referred to the Operations & Facilities Executive Committee for recommendation with input from the Administration & Finance Executive Committee.

As indicated in the reports from D. Brown, Manager of Operations & Facilities and D. Herr, Environmental & Facilities Superintendent, the Krikke property located at 911 Smith was not billed for water & sewer services from September 24, 2011 to October 28, 2014 as the Billing Clerk was not notified that water services had been turned back on after the initial shut off.

In accordance with the Town of Fort Frances Collections Policy Number 1.9, the Water and Sewer Collection section 4. clearly states that, 'Where billing errors have resulted in under-billing, the customer's account shall be charged with the amount of the under-billing for the period of the under-billing or a maximum of six (6) years from the date of the Town is made aware of the error, whichever is less'. The Utility Clerk, as per attached H. Hatch letter, had offered the customers four (4) installment payments for the total amount outstanding of \$2,691.81. The offer of up to four (4) installment payments is standard procedure for larger amounts owing due to under-billing.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that the Operations and Facilities Executive Committee consider a mutually agreed upon term of repayment, no interest on these overdue payments, and waiver of the Turn on Fee of \$42.50.



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2014/133**

TO: Mayor & Council
FROM: Dawn Galusha, Deputy Treasurer
DATE: December 10, 2014
SUBJECT: Jackie Lampi-Hughes re: Waive Property Tax Late Fees Request

BACKGROUND

At the November 24, 2014 Council Meeting, the letter received from Jackie Lampi-Hughes requesting consideration of waiving property tax late fees was referred to the Administration & Finance Executive Committee for recommendation.

As indicated in her letter attached, Ms. Lampi-Hughes stated that she was taking a political stance and withheld payment on her property taxes until she was heard and is requesting that Council consider waiving the late fees that have accumulated during the year, which to date are \$1,492.95 (\$1,362.44 as of November 12th plus \$130.51 December 1st). Ms. Lampi-Hughes asks that the Town consider her business and the effect they have on it the Memorial Sportplex purchases equipment and the competition of publicly funded venue versus a private business owner.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that the property tax late fees per the letter of Jackie Lampi-Hughes continue to be payable to the Town of Fort Frances.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee and the property tax late fees will continue to be payable by Jackie Lampi-Hughes.

780 King's Highway
Fort Frances, ON
P9A 2X4

Bringing Health & Fitness to the Community!

November 12, 2015

Dear Tara,

This letter is in direct response to the 'Tax Reminder Notice' I received on November 3, 2014.

You will be receiving, in full my payment of \$19,518.70 minus the late fees of \$1,362.44, due to my political stance on holding back my taxes until I was "heard". I am a residential AND commercial taxpayer.

I would like the following to be brought to the attention of Council.

In the nine years that Energy Motivation Inc. has been established, I have always paid my taxes, and on time. It was merely a political move on my part, as I was feeling challenged by the direct competition of publically funded venues versus private business owners, who I will point out again, fund the tax base for the Town of Fort Frances to continue to operate.

I ask, that the Town, consider my local business and the effect they may have on it when they purchase equipment that directly competes with me.


I understand that the Sportsplex has recently received new cardio and weight equipment, which I realize is an upgrade. (Particularly the TREADCLIMBER which cost \$12,000k) However, I host the same equipment and my taxes pay for the upgrades. If I was to cease

operating as a business owner and my building were to be zoned residential the tax base would be 25 % of what I pay; that gives me an extra 'income' of \$ 15,000 / annually. PLUS I could operate a business elsewhere for a much less nominal overhead from a school (publically funded); as many groups do.

I have felt the need to look into other options that may be better suited for this space.

I truly hope that this never comes to fruition, as I am passionate about my business and the personal fitness of all ages in our community..

Yours in Fitness,

A handwritten signature in black ink, appearing to read "Jackie Lampi-Hughes". The signature is fluid and cursive, with the first name "Jackie" being more prominent.

Jackie Lampi-Hughes
Owner
Energy Fitness



TOWN OF FORT FRANCES

COUNCIL

Session No. 121

Resolution No. _____

Moved by _____

Dated November 24, 2014

Seconded by _____

THAT the request dated November 12, 2014 from J. Lampi-Hughes re: Waiving of Late Fees be referred to the Administration and Finance Executive Committee for review and recommendation.

TO: Laurie W.
 FROM: Lisa Stomke
Approved as Regular
Nov 25/14 Consent item.

	Yea	Nay	Disclosure of Interest
R. Avis			
J. Albanese			
A. Hallikas			
D. Kitowski			
K. Perry			
G. Paul Ryan			
R. Wiedenhoef			

☐ CARRIED
☐ DEFEATED

 MAYOR or DEPUTY MAYOR



November 26, 2014

Energy Fitness
Attn: Jackie Lampi-Hughes
780 King's Highway
Fort Frances, Ontario
P9A 2X4

Dear Ms. Lampi-Hughes:

At their meeting November 24, 2014, Council referred the request dated November 12, 2014 from Jackie Lampi-Hughes re: Waiver of late fees to the Administration and Finance Executive Committee for recommendation.

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

Please direct any questions you may have to L. Witherspoon, Treasurer, at 274-5323, ext 248.

Yours very truly,

ADMINISTRATION & FINANCE DIVISION



Elizabeth Slomke, Clerk

ES/kl

c.c. L. Witherspoon, Treasurer
D. Galusha, Deputy Treasurer (att'd)



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2014/128**

TO: Mayor & Council
FROM: Dawn Galusha, Deputy Treasurer
DATE: December 10, 2014
SUBJECT: Appointment of Auditors

BACKGROUND

Section 296 of the Municipal Act, 2001 states that a municipality shall appoint an auditor licensed under the Public Accounting Act who is responsible for annually auditing the accounts and transactions of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit and performing duties requires by the municipality or local board.

As attached By-Law No. 10/11 appointing BDO Dunwoody for the Town of Fort Frances for a two-year term commencing January 1, 2011 through December 31, 2012. It appears that no by-laws have been authorized since that time.

An auditor of a municipality shall not be appointed for a term exceeding five years and appointment is enacted by by-law. It is Administration's recommendation that BDO Canada LLP be appointed auditors for the Town of Fort Frances for a period of January 1, 2013 to December 31, 2017.

The Administration and Finance Executive Committee directed more information was necessary regarding the RFP and Tendering process for Audit Services. As attached, an excerpt from Procurement Policy 1.12, SCHEDULE A, states "The purchasing methods described in this policy do not apply to the following goods and services;" Section "4. C. Audit Services".

RECOMMENDATION

Administration recommends that BDO Canada LLP be appointed as auditors for the Town of Fort Frances for a five-year term ending December 31, 2017.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee that BDO Canada LLP be appointed as auditors for the Town of Fort Frances.

Further, Administration recommends that BDO Canada LLP be appointed as auditors for the Town of Fort Frances for a five-year term ending December 31, 2017.

Auditor

296. (1) A municipality shall appoint an auditor licensed under the *Public Accounting Act, 2004* who is responsible for,

- (a) annually auditing the accounts and transactions of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit; and
- (b) performing duties required by the municipality or local board.
- (c) Repealed: 2006, c. 32, Sched. A, s. 124 (1).

2001, c. 25, s. 296 (1); 2004, c. 8, s. 46; 2006, c. 32, Sched. A, s. 124 (1).

Scope

(2) A duty designated by the Minister under this section may be general or specific in its application and may be restricted to the municipalities, local boards or auditors designated. 2001, c. 25, s. 296 (2).

Not regulation

(2.1) A designation by the Minister under this section is not a regulation within the meaning of Part III (Regulations) of the *Legislation Act, 2006*. 2006, c. 21, Sched. F, s. 120 (9).

Term

(3) An auditor of a municipality shall not be appointed for a term exceeding five years. 2001, c. 25, s. 296 (3).

Non-employee

(4) Despite any Act, the auditor of a municipality shall not be an employee of the municipality or of a local board of the municipality. 2001, c. 25, s. 296 (4).

Reporting relationship

(5) The auditor of a municipality shall report to the council of the municipality. 2001, c. 25, s. 296 (5).

BY-LAW NO. 10/11

(Being a by-law to appoint an auditor for the Town –the *Municipal Act, 2001*, S.O. 2001, c.25, Section 296.)

WHEREAS on February 14, 2011, Council approved a recommendation from the Administration and Finance Executive Committee on the appointment of auditors for the Town of Fort Frances for the fiscal years commencing January 1, 2011 and January 1, 2012;


AND WHEREAS auditor appointments are to be by-law.

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

1. THAT BDO Canada LLP be appointed municipal auditors for the Corporation of the Town of Fort Frances for a two-year term commencing January 1, 2011 through December 31, 2012.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 22nd day of February 2011.



R. Avis, Mayor



G. Treftlin, Clerk

SCHEDULE A

The purchasing methods described in this policy do not apply to the following goods and services;

1. Training and Education
 - A. Registration and tuition fees for conferences, conventions, courses and seminars
 - B. Magazines, books and periodicals
 - C. Memberships
2. Refundable Employee/Councillor Expenses
 - A. Advances
 - B. Meal Allowances
 - C. Travel and Entertainment
 - D. Miscellaneous – non travel
3. Employer's General Expenses
 - A. Payroll Deduction Remittances
 - B. Medical
 - C. Licenses (vehicle, firearm, etc)
 - D. Debenture Payment
 - E. Grants to Agencies
 - F. Damage Claims
 - G. Petty Cash Replenishment
 - H. Tax Remittances
4. Professional and Special Services
 - A. Committee Fees
 - B. Legal fees and other professional services related to litigation or legal matters
 - C. Audit Services
 - D. Veterinary Expenses
5. Utilities
6. Advertising services required by the Town on or in but not limited to radio, television, newspaper and magazines
7. Bailiff or collection agencies



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2014/127**

TO: Mayor and Council
FROM: Dawn Galusha, Deputy Treasurer
DATE: December 10, 2014
SUBJECT: Request for Reconsideration M.O.S.
RE: 540 Kings Hwy (2014) Roll # 5916-010-003-01400-0000

BACKGROUND

Attached are the Minutes of Settlement for the 2014 taxation years under Section 39.1 of the *Assessment Act* from MPAC with regard to the following properties:

1. **540 King's Hwy – Commercial (CT) CVA reduction from 552,000 to 506,150 for 2014 taxation year resulting from adjustment based on revised income information.**

The Municipality may object to the *Request for Consideration Minutes of Settlement* applications within 90 days after receiving the notice for the above referenced properties filed under Section 39.1 of the *Assessment Act* as listed on the M.O.S. applications.

That total financial impact of the Minutes of Settlement is \$2,091.62 consisting of a reduction of municipal revenue of \$1,532.25 and education revenue of \$559.37 as listed in the attached Write-offs/Tax Account Adjustment worksheet.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council receive the Minutes of Settlement for property located at 540 King's Highway for the 2014 taxation year.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to receive the Minutes of Settlement for property located at 540 King's Highway in Fort Frances for the 2014 taxation year.

2014 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS

Batch #	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	Capping Adjust	Penalty/ Interest	BIA	TOTAL
	2014	1.3.01400	-45,850	CT	0.03341874	0.01220	-1,532.25					-559.37				-2,091.62
Minutes of Settlement							-1,532.25	0.00	0.00	0.00	0.00	-559.37	0.00	0.00	0.00	-2,091.62



MUNICIPAL PROPERTY
ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION
FONCIÈRE DES MUNICIPALITÉS

Request for Reconsideration
Minutes of Settlement 2014 Tax Year

MOS: 2014-00007 AGENDA ITEM #6.10

RAINY LAKE PLAZA LTD
717 ASPEN RD UNIT 52
COMOX BC V9M 3X4

Questions?

Call 1 866 296-MPAC (6722)
1 877 889-MPAC (6722) TTY
Monday to Friday - 8 a.m. to 5 p.m.
Web www.mpac.ca
Fax 1 866 297-6703
Write P.O. Box 9808 Toronto, ON M1S 5T9

If you have any accessibility needs,
please contact MPAC for assistance.

The Municipal Property Assessment Corporation (MPAC) received a Request for Reconsideration (RfR) for the property identified below. As a result of MPAC's review, we recommend your property assessment be revised according to the settlement shown below.

Roll number	59-12-010-003-01400-0000	
Property location and description	540 KINGS HIGHWAY PLAN SM 119 LOT 1,2,3,4,5,6, 7 AND LAND PCL 1-2,2-1,4-1, 5-2, STREET 3 SM 119	
Municipality	FORT FRANCES TOWN	
Property Assessment	Current	Revised
2012 Current Value	\$614,000	\$563,000
2008 Current Value	\$490,000	\$449,300
Property Classification	Commercial (CT)	Commercial (CT)
Tax Year	Phased-in Assessment	Phased-in Assessment
2014	\$552,000	\$506,150
2015	\$583,000	\$534,575
2016	\$614,000	\$563,000

Reason(s) why your property assessment changed

- Adjustment based on revised income information

Please see reverse

Please check the appropriate box and sign below

I ☒ accept my revised assessment


or

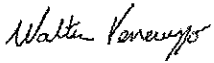
I ☐ reject my revised assessment.

By signing, I agree the Request for Reconsideration (RfR) process is completed.

- I understand that if I accept the recommendation;
 - the revised phased-in assessments will be used by my municipality to adjust my property taxes; and
 - if I have already filed an Appeal to the Assessment Review Board (ARB), my Appeal is withdrawn.
- I understand that if I reject the recommendation;
 - my property assessment will remain unchanged for the current year; and
 - I have the option of appealing to the Assessment Review Board by November 25, 2014.
- I understand that a supplementary or omitted assessment may be made for any changes to the property not yet assessed.

You must sign and return this form for the change to take effect this year.

Signature of Property owner/representative X 	Print Name X Alan Werenko	Date (yyyy/mm/dd) 2014/11/21
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Signature of MPAC representative X 	Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2014/11/20
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Objection by Municipality

Municipal Signature X	Print Name X	Date (yyyy/mm/dd)
--------------------------	-----------------	-------------------

To finalize your RfR, your signed Minutes can be mailed in the prepaid envelope provided or faxed to 1 866 297-6703.

Last date for a Municipal Appeal: February 26, 2015

PLEASE NOTE: If there is any change in the law that affects the determination of the adjusted 2008 CVA used as the starting point to determine the phased-in assessments in these Minutes of Settlement, MPAC reserves the right to re-state the phase-in amounts included in the Settlement to comply with the statutory or regulatory change.

Tax Year: 2014 Roll Number: 59-12-010-003-01400-0000



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2014/126**

TO: Mayor & Council

FROM: Dawn Galusha, Deputy Treasurer

DATE: December 10, 2014

SUBJECT: Request from the Fort Frances Police Services Board re: Inclusion of board members in the Town's Insurance Policy

BACKGROUND

On November 18, 2014, the Town of Fort Frances received a letter from the Police Services Board requesting that the Town of Fort Frances name the Police Services Board under their insurance policy. The letter was then presented to Council on November 24, 2014, where a resolution was passed for the request to be referred to the Administration and Finance Executive Committee for review and recommendation.

I have discussed the request with Bruce Armstrong, CAIB, Gillon's Insurance Account Executive for the Town of Fort Frances. He has advised that currently Mayor and Council sitting on any outside board, as appointed through Council, will be covered through the Town of Fort Frances insurance policy.

In addition, the Police Services Act, R.S.O. 1990, c.P.15 section 5 applies since the municipality fails to provide police services, and the Ontario Provincial Police provide police services to the municipality. As stated in subsection 5(9) there is protection from liability, "No action or other proceeding for damages shall be instituted against a community policing advisory committee or a delegate to a community policing advisory committee for any act done in good faith in the execution of a duty or for any alleged neglect or default in the execution in good faith of a duty. 1997, c.8, c.5."

Attached, please find further discussion via e-mail between Mr. Armstrong and myself regarding Directors and Officers liability coverage, which would cost an estimated \$600 per year for \$1 million coverage or \$800 per year for \$2 million coverage. This would include coverage for all Police Services Board members.

RECOMMENDATION

The Administration and Finance Committee recommend adding Directors and Officers liability coverage for the Police Services Board with coverage of more than \$1 million.

Council Approval of This Report Will Agree to the recommendation of the Administration & Finance Executive Committee to add Directors and Officers liability coverage for the Police

Services Board as a whole, for \$2 million coverage with an estimated cost of \$800.00.



Carrie Shouldice
<Carrie.Shouldice@gillons.on.ca>

12/10/2014 04:35 PM

To "dgalusha@fort-frances.com"
<dgalusha@fort-frances.com>, Bruce Armstrong
<Bruce.Armstrong@gillons.on.ca>

cc

bcc

Subject RE: Fort Frances OPP Police Services Board

Hi Dawn:

I'm not sure if Bruce sent this to you but the \$2 million liability Directors and officers quote is \$800 plus tax. The company needs the application completed to confirm this amount, but it gives you a pretty close ball park.

Have a good evening.

Carrie

From: dgalusha@fort-frances.com [mailto:dgalusha@fort-frances.com]

Sent: Wednesday, December 10, 2014 10:38 AM

To: Bruce Armstrong

Cc: Carrie Shouldice

Subject: RE: Fort Frances OPP Police Services Board

Good Morning Bruce,

The A&F Executive Committee met yesterday and Mayor Avis discussed the liability of all members as their recommendations do not go to Council for further approval. As such, the committee feels that the coverage is necessary, however, there are still questions as to whether \$1 million coverage is enough and if the \$600 estimate is for the two people who are appointed by the Province, or the entire Police Services Board?

Thank you,

Dawn

Dawn Galusha, CPA, CGA
Deputy Treasurer
Town of Fort Frances
807-274-5323 ext 247

Bruce Armstrong <Bruce.Armstrong@gillons.on.ca>

12/03/2014 03:43 PM

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

cc Carrie Shouldice <Carrie.Shouldice@gillons.on.ca>

Subject RE: Fort Frances OPP Police Services Board

Hi Dawn,

I have to agree with your comments. I don't believe there is much if any exposure. Certainly if the Town or the Board feels they would like to further pursue the coverage we can have the application completed and submit for a quote but if it is felt the coverage is not required we will leave it for now.

Bruce Armstrong CAIB
Account Executive, Business Insurance

(807) 274-8595 ext 230
(807) 276-5490 (Cell)
(807) 274-2416 (Fax)
bruce.armstrong@gillons.on.ca
www.gillons.on.ca

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From: dgalusha@fort-frances.com [<mailto:dgalusha@fort-frances.com>]
Sent: Wednesday, December 03, 2014 3:22 PM
To: Bruce Armstrong
Cc: Carrie Shouldice
Subject: Re: Fort Frances OPP Police Services Board

Hi Bruce,

Thank you for this information. I discussed this with Laurie, she said the Police Services Board is an advisory Board only. They will make recommendations to Council, but they make no decisions. In addition, they have no funds to mismanage as payments are through the Town and consist mostly of travel and board remuneration and there is no specific funding for this board.

Please consider this information and advise.

Thank you,
Dawn

Dawn Galusha, CPA, CGA
Deputy Treasurer
Town of Fort Frances
807-274-5323 ext 247

Bruce Armstrong <Bruce.Armstrong@gillons.on.ca>

12/03/2014 02:59 PM

To: "dgalusha@fort-frances.com" <dgalusha@fort-frances.com>
cc: Carrie Shouldice <Carrie.Shouldice@gillons.on.ca>
Subject: Fort Frances OPP Police Services Board

Hi Dawn:

We discussed the Police Service Act with the underwriter at Northbridge. He did agree that the statement holding the Board not liable of good faith decisions does help mitigate the D&O exposure, however he pointed out that there may still be a need for Directors & Officers (D&O) liability coverage. Even if the board made all their decisions in good faith, there could arise defense costs to prove this was the case, so unless the board has money set aside in the budget to self-insure this, a D&O policy may be beneficial to have in place. Miss-management of their funds is also a claim that could potentially arise.

The underwriter gave us a rough indication that for \$1M D&O would be about \$600. If the board is interested in obtaining a policy, we can firm this quote up with the company by completing and submitting the attached application.

Please let me know your thoughts and if you would like a formal quote.

Also, what kind of travel accident coverage was the Board requesting? Was it for death and disability while working as a board member or was it travel accident?

Thanks

[cid:image002.png@01D00F09.57ED5BC0]

Bruce Armstrong CAIB
Account Executive, Business Insurance

(807) 274-8595 ext 230

(807) 276-5490 (Cell)

(807) 274-2416 (Fax)

bruce.armstrong@gillons.on.ca<<mailto:carrie.shouldice@gillons.on.ca>>

www.gillons.on.ca<<http://www.gillons.on.ca>>

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November 26, 2014

Fort Frances Police Services Board
Attn: John McTaggart, Chair
c/o Ms. E.L. Holt, Board Secretary
via e-mail at laholty@shaw.ca

Dear Mr. McTaggart:

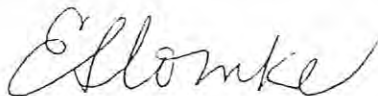
At their meeting November 24, 2014, Council referred the request from Fort Frances Police Services Board re: Inclusion of the Police Services Board under the Town's insurance policy to Administration and Finance Executive Committee for recommendation.

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

Please direct any questions you may have to L. Witherspoon, Treasurer, at 274-5323, ext 248.

Yours very truly,

ADMINISTRATION & FINANCE DIVISION



Elizabeth Slomke, Clerk

ES/kl

c.c. L. Witherspoon, Treasurer
D. Galusha, Deputy Treasurer (att'd)

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

POLICE SERVICES BOARD

November 17, 2014



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

Attention: Mayor and Council

Dear Sirs:

At the recent meeting of the Police Services Board held November 12, 2014, the issue of Insurance Coverage for Police Services Board members was discussed and the Board would like to bring to Councils attention that there is no insurance for Board members doing business of the Board whether it is travel or heaven forbid that there be a law suit against the Board. The following resolution was passed:

G. Witherspoon - R. Wiedenhoeft: That the Police Services Board request that the Town of Fort Frances name the Police Services Board under their Insurance Policy.

Yours truly

John McTaggart
for John McTaggart
Chair

/elh

**TOWN OF FORT FRANCES****COUNCIL**Session No. 121

Resolution No. _____

Moved by [Signature]Dated November 24, 2014Seconded by [Signature]

THAT the resolution passed November 12, 2014 from the Town of Fort Frances Police Services Board re: Inclusion of board members in the Town's Insurance Policy be referred to Administration and Finance Executive Committee for review and recommendation.

TO: Laurie W.
FROM: Lisa Slomke
Approved as Regular
Nov 25/14 Consent item.

	Yea	Nay	Disclosure of Interest
R. Avis			
J. Albanese			
A. Hallikas			
D. Kitowski			
K. Perry			
G. Paul Ryan			
R. Wiedenhoeft			

<input type="checkbox"/>	CARRIED
<input type="checkbox"/>	DEFEATED
_____ MAYOR or DEPUTY MAYOR	



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2014/129**

To: Mayor and Council
FROM: Dawn Galusha, Deputy Treasurer
DATE: December 10, 2014
Subject: Councillor Hallikas Rainy River District Queen's Park Delegation Travel Claim

BACKGROUND

Attached is a copy of the Town of Fort Frances Schedule "B" Travel Expenses of \$110.00 to attend the Rainy River District Delegation at Queen's Park for November 3 & 4, 2014 as submitted by Councillor Andrew Hallikas.

The travel expense claim is in compliance with Town of Fort Frances Travel Policy Number 3.11.

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the Travel Expense claim for November 3 & 4, 2014 in the total amount of \$110.00 as submitted by Councillor Andrew Hallikas to attend the Rainy River District Delegation at Queen's Park.

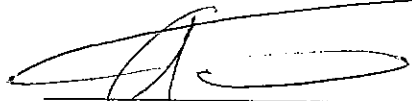
Council Approval of this Report Will Agree to the Administration & Finance Executive Committee recommendation to approve the Travel Expense claim for November 3 & 4, 2014 in the total amount of \$110.00 as submitted by Councillor Andrew Hallikas to attend the Rainy River District Delegation at Queen's Park.

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

1.	Attendee	Andrew Hollikas								
2.	Conference/Seminar Attended	Queen's Park Press Conference to On. Legislature								
	Location (Facility and City)	Toronto, On								
	Dates	Nov 3, 4 / 14								
3.		Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total	
	Accommodation									
	Transportation									
	Breakfast			15.00					15.00	
	Lunch			20.00					20.00	
	Dinner		40.00	35.00					75.00	
	Per Diem									
	Other									
4.	Prepaid Expenses	Registration		Air Travel		Other		Total		
5.	Town Used Vehicle	Yes	No	Reason					Total	
	Mileage Claimed	KM x \$0.45 =								
6.	Approved					Total Expenses				\$110.00
						Advance Received				
						Balance Claimed				
						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.

Tues Nov 18, 2014
Date


Employee Signature

Date

Supervisor Signature

Date

Division Manager Signature

Date

Treasurer

A / P

Cashier



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2014/130**

TO: Mayor and Council
FROM: Dawn Galusha, Deputy Treasurer
DATE: December 10, 2014
SUBJECT: Councillor Andrew Hallikas NOMA Board Meeting Per Diem Claim

BACKGROUND

Attached is a copy of the Travel Statement – Mayor/Council Honorarium per diem in the amount of \$150.00 for attendance at the Northern Ontario Municipal Association (NOMA) Board Meeting held November 26, 2014 in Thunder Bay as submitted by Councillor Andrew Hallikas.

The per diem claim is in compliance with the Town of Fort Frances By-Law 02/10-B Schedule ‘A’.

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 26, 2014 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 26, 2014 as outlined in this report.

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

Attendee Andrew Hallikas
 Conference/Seminar Attended NOMA BOARD & Exec Meetings
 Location Thunder Bay
 Dates Nov 25, 26 (2014)

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date			Nov 26/14					
Amount			150. ⁰⁰					\$150. ⁰⁰

Submitted by: Andrew Hallikas

Date: 27/11/14

Approved by: _____

Date: _____

To be submitted to Payroll for processing when approved by Council

For Payroll

Pay period _____



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2014/131**

To: Mayor and Council
FROM: Dawn Galusha, Deputy Treasurer
DATE: December 10, 2014
Subject: Councillor Ken Perry –Ontario’s Boreal Forest Forum Travel & Per Diem Claims

BACKGROUND

Attached is a copy of the Town of Fort Frances Schedule “B” Travel Expenses of \$82.00 and Travel Statement – Mayor/Council Honorarium per diem in the amount of \$150.00 to attend Ontario’s Boreal Forest Forum held in Atikokan on November 26, 2014 as submitted by Councillor Ken Perry.

The travel expense claim is in compliance with Town of Fort Frances Travel Policy Number 3.11 and the per diem claim is in compliance with the Town of Fort Frances By-Law 02/10-B Schedule ‘A’.

Forum Expenses

1.	Meal Allowance	\$ 35.00
2.	Gas (Town owned vehicle)	47.00
3.	Per Diem (1 Day)	<u>150.00</u>
	Total Travel Expense & Per Diem	<u>\$232.00</u>

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the Travel Expense and Per Diem claims for November 26, 2014 in the total amount of \$232.00 as submitted by Councillor Ken Perry to attend the Ontario’s Boreal Forest Forum held in Atikokan.

Council Approval of this Report Will Agree to the Administration & Finance Executive Committee recommendation to approve the Travel Expense and Per Diem claims for November 26, 2014 in the total amount of \$232.00 as submitted by Councillor Ken Perry to attend the Ontario’s Boreal Forest Forum held in Atikokan.

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

1.	Attendee	Ken Perry							
2.	Conference/Seminar Attended	Resolute Presentation on Lobby Concerns							
	Location (Facility and City)	Atikokan Legion							
	Dates	Nov 26 2014							
3.		Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
	Accommodation								
	Transportation								
	Breakfast								
	Lunch								
	Dinner				35.00				35.00
	Per-Diem				150.00				150.00
	Other								
4.	Prepaid Expenses	Registration		Air Travel		Other		Total	
5.	Town Used Vehicle	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Reason					Total
	Mileage Claimed	KM x \$0.47 =							
	6 A.S								47.00
6.	Approved	Total Expenses \$82.00							232.00
		Advance Received							
		Balance Claimed \$82.00							232.00
		Balance Refunded							

The agenda must be attached to process payment

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.

Nov. 27/14
 Date

Ken Perry
 Employee Signature

 Date

 Supervisor Signature

 Date

 Division Manager Signature

Date	Treasurer	A / P	Cashier

SAFeway

Safeway Fort Frances
417 Scott Street Fort Frances ON
Phone: 807.274.4521
GST# 831536503

Served by: Justin W

Fuel Unleaded	96	\$47.00
SUBTOTAL		\$47.00
TOTAL TAX		\$0.00
TOTAL		\$47.00
Visa	TENDER	\$47.00
Cash	CHANGE	\$0.00

NUMBER OF ITEMS 1

CLIENT ID 9803	INSERTED
TERMINAL ID-085	
** PURCHASE	** \$ 47.00
CARD Visa	RCPT 3813000
NO. *****3306	RESP 000
DATE 11/26/2014	TIME 22:07:56
AUTH # 040950	REF. # 00000060
APPL. VISA	
AID A0000000031010	
TVR 0000008000	TSI F800

APPROVED

NO SIGNATURE REQUIRED

BY ENTERING A VERIFIED PIN, CARDHOLDER
AGREES TO PAY ISSUER SUCH TOTAL IN
ACCORDANCE WITH ISSUER'S AGREEMENT WITH
CARDHOLDER

Term	Tran	Store	Oper	11/26/14
85	3813	4809	243	22:08:01

Thank you for shopping at Our Store
Come Again Soon

How was your shopping experience?
Please share your thoughts online.
safewaycanada.survey.marketforce.com

TOWN OF FORT FRANCES - SCHEDULE "F"
TRAVEL STATEMENT - MAYOR / COUNCIL HONORARIUM

NOV 27 2014

Attendee	Kew Perry
Conference / Seminar Attended	Resolute Presentation on Lobby Issues
Location	Atikokan Atikokan Legion
Dates	Nov 26/14

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date			150 ⁰⁰					150 ⁰⁰
Amount								

Name (Please Print) Kew Perry	Signature Kew Perry
Approved	Date

To be submitted to Payroll for processing when approved by Council



TOWN OF FORT FRANCES


COUNCIL

Session No. 120Resolution No. 1505Moved by Ken PerryDated November 10, 2014Seconded by Paul Ryan

THAT the invitation in an e-mail dated October 31, 2014 from Resolute Forest Products
 Re: Ontario's Boreal Forest Town Hall Forum – Atikokan, November 26, 2014 be
 received and further that following be authorized to attend: *any Councillors who*
would like to attend,
 on the basis of

per diem
travel policy
 none

	Yea	Nay	Disclosure of Interest
R. Avis			
J. Albanese			
A. Hallikas			
D. Kitowski			
K. Perry			
G. Paul Ryan			
R. Wiedenhoef			

<input checked="" type="checkbox"/>	CARRIED
<input type="checkbox"/>	DEFEATED
 _____ MAYOR or DEPUTY MAYOR	



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2014/132**

To: Mayor and Council
FROM: Dawn Galusha, Deputy Treasurer
DATE: December 10, 2014
Subject: Councillor John Albanese –Ontario’s Boreal Forest Forum Per Diem Claim

BACKGROUND

Attached is a copy of the Town of Fort Frances Travel Statement – Mayor/Council Honorarium per diem in the amount of \$150.00 to attend Ontario’s Boreal Forest Forum held in Atikokan on November 26, 2014 as submitted by Councillor John Albanese.

The travel expense claim is in compliance with Town of Fort Frances Travel Policy Number 3.11.

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the Per Diem Expense claim for November 26, 2014 in the total amount of \$150.00 as submitted by Councillor John Albanese to attend the Ontario’s Boreal Forest Forum held in Atikokan.

Council Approval of this Report Will Agree to the Administration & Finance Executive Committee recommendation to approve the Per Diem claim for November 26, 2014 in the total amount of \$150.00 as submitted by Councillor John Albanese to attend the Ontario’s Boreal Forest Forum held in Atikokan.

Town of Fort Frances
Travel Statement - Mayor/Council Honorarium

Attendee JOHN ALBANESE

Conference/Seminar Attended FORUM-BOREAL-RESOLUTE

Location ROYAL CANADIAN LEGION "ATIKOKAN"

Dates NOVEMBER 26, 2014

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date			Nov. 26					
Amount			\$150.00					\$150.00

Submitted by: JOHN ALBANESE

Date: Dec. 1, 2014

Approved by: _____

Date: _____

To be submitted to Payroll for processing when approved by Council

or Payroll

Pay period _____



TOWN OF FORT FRANCES

COUNCIL

Session No. 120Resolution No. 1505Moved by Ken PerryDated November 10, 2014Seconded by Paul Ryan

THAT the invitation in an e-mail dated October 31, 2014 from Resolute Forest Products
 Re: Ontario's Boreal Forest Town Hall Forum – Atikokan, November 26, 2014 be
 received and further that following be authorized to attend: any Councillors who
would like to attend,
 on the basis of

per diem
travel policy
 none

	Yea	Nay	Disclosure of Interest
R. Avis			
J. Albanese			
A. Hallikas			
D. Kitowski			
K. Perry			
G. Paul Ryan			
R. Wiedenhoef			

<input checked="" type="checkbox"/>	CARRIED
<input type="checkbox"/>	DEFEATED
<u>Paul Ryan</u> MAYOR or DEPUTY MAYOR	



REPORT

TO: Mayor Avis & Council

FROM: Jason Kabel, Manager of Community Services

DATE: December 4, 2014

RE: Community Services User Fees

As a result of the discussion at the special Council meeting on December 8, 2014, the Community Services Division was tasked to gather information from comparable communities to make an informed decision on particular user fees in question. The specific user fees in question were corporate memberships and family fees at the Memorial Sports Centre.

The following table represents data gathered from our typical analogous communities:

	FORT FRANCES	DRYDEN	KENORA	THUNDER BAY	MARATHON
REGULAR RATE					
ADULT	\$462.70	\$436.00	\$600.00	\$532.00	\$537.17
STUDENT	\$229.90	\$352.00	\$380.00	\$355.00	\$175.66
SENIOR	\$393.30	\$352.00	\$380.00	\$357.00	\$117.26
CHILD	\$64.65	\$352.00	\$320.00	\$100.00	\$117.26
FAMILY					
ANNUAL	\$462.70	\$910.00	\$1,200.00	\$532.00	\$537.17
SPOUSE	\$385.60	Flat Rate	Flat Rate	\$266.00	N/A
STUDENT	\$198.25		up to 5 members	\$150.00	N/A
CHILD	\$54.51			\$100.00	N/A
CORPORATE	<10 employees / ≥10 employees	10%	Up to 20%	\$ 507.00	N/A
	3 / 5=15%	Any organization with a minimum of 5 annual members	Organization must sponsor a matching amount	Any organization with a minimum of 3 annual members	Pool only
	4 / 6=16%				No Fitness area
	5 / 7=17%				
	6 / 8=18%				
	7 / 9=19%				
	8+ / 10+=20%				

Corporate Membership user fees

Dryden, Kenora, and Thunder Bay all have a corporate membership fee of various implementations. Fort Frances' application of corporate memberships seems to be the most intricate and may warrant a review to simplify the application.

Family Membership user fees

All four of the communities used for comparators support a family membership user fee. They are enacted in varied formats for each community. Fort Frances and Thunder Bay have a similar implementation with the first adult paying the full user fee rate with a discount being

applied to any additional family member. Dryden, Kenora, and Marathon have a flat rate for families to become members.

Recommendation

I don't believe there is sufficient and conclusive evidence from the analogous communities to support a change to the Memorial Sports Centre user fee structure as it applies to families or corporate memberships at this time. I do believe that it is worth exploring the opportunity to simplify the corporate user fee implementation for adoption before the effective date of the user fees on June 1, 2015.

Respectfully Submitted,

Jason Kabel

<p>Council approval of this report will endorse maintaining the current Family user fee implementation at the Memorial Sports Centre and that a simplified application of Corporate user fees will be considered prior to the effective user fee date of June 1, 2015.</p>

MEMBERSHIP RATES

"NO INITIATION FEE" ALL RATES INCLUDE TAXES

	RESIDENT RATE	NON-RESIDENT RATE
ADULT (18 & OLDER)		
Annual	522.85 ✓	653.59
6 Month	339.90	424.82
3 Month	184.13	230.18
Monthly	79.78	99.72
Daily	7.63	9.55

DEBIT PLAN

Annual/Month	44.70	55.60
6 Months/Month	57.78	71.93

STUDENT (13 AND OLDER)

Annual	259.79 ✓	324.76
6 Month	175.66	219.56
3 Month	94.13	117.69
Monthly	55.14	68.93
Daily	5.88	7.35

DEBIT PLAN

Annual/Month	22.44	27.80
6 Months/Month	29.98	37.23

*Students over the age of 18 must bring proof that they are taking 4 courses.

SENIOR (65 AND OLDER)

Annual	444.43	555.51
6 Month	288.88	361.09
3 Month	156.51	195.66
Monthly	67.80	84.75
Daily	6.44	8.08

DEBIT PLAN

Annual/Month	37.67	46.84
6 Months/Month	48.67	60.59

FAMILY ANNUAL

Adult	522.85	653.59
Spouse	435.73	544.72
Student	224.02	280.01
Child	61.60	77.00

DEBIT PLAN

Total membership plus \$1 monthly service charge and divide by 12 months or 6 months.

CHILD (5 AND OLDER*)

Annual	73.05 ✓	91.30
Daily	3.80	4.75

*Must be accompanied by an adult in fitness area, squash and weight room.

LOCKER RENTAL

6 Months	46.90	58.65
Annual	70.40	87.97

MEMBERSHIPS INCLUDE:

The casual use of the Weight Room, Squash Courts and Pool. Also included are these programs: Aerobics, Aquafit, Aquatherapy (dependant upon availability), Public Skates & Shiny Hockey. Please refer to the schedule for available times. As a member we ask that you register for these programs to ensure adequate space. **Classes have limited enrolment so please register early.**

FACILITY INFO

WHAT WE HAVE TO OFFER

- Municipally operated facility
- 1, 3, 6 and 12 month memberships (no initiation fee)
- 25 metre pool
- Red Cross & Lifesaving Swim Lessons
- Aquafitness & Aquatherapy Programs
- Fitness Classes
- 2 International Squash Courts
- Personal Training
- 2 Ice Surfaces
- IPFA Members - may use membership at other Fitness Centres worldwide
- Weight-room, Free weights, Olympic Gym, Nautilus Equipment
- Cardio-Room - 3 Treadmills, 2 Elliptical, 1 Upright Bike, 2 steppers, 1 recumbent bike, 1 Treadclimber
- 1 Walking track (around arena)
- 2 meeting rooms
- Auditorium

REFUNDS OR TRANSFERS

Memberships are not transferable. Membership is refundable but a \$10 administration charge is applied and the fee goes back to the monthly membership rate.

REFUND POLICY

For a \$10 administration fee refunds are available prior to the beginning of the program. To receive a refund for medical reasons a medical certificate is required. Refunds must be done in writing.

IPFA FACILITIES

We belong to the IPFA, which entitles use at other facilities as long as they are members also. Stop by the front desk to check who is eligible.

PROPER ATTIRE

Proper attire must be worn while using Memorial Sports Centre. For the pool Swimsuits or clean hemmed shorts and or a clean tshirt. Children who are not toilet trained must wear swimmer diaper. For the fitness area shirts and shorts or track pants and clean athletic footwear. No sandals, street clothing or barefeet.

PAYMENT OPTIONS:

Cash, Cheque, Interac, Visa & MasterCard accepted.

Pre-authorized debit available for yearly & sixth month memberships only. To be withdrawn from your account on the 15th or 30th of every month. The first month must be paid on date of purchase. Must bring in a void cheque & complete a pre-authorized form.

Pre-authorized Renewals can continue without interruption to payments by returning the form **prior to expiry**.

Management reserves the right to interrupt service for improvements to the facility with no fee adjustments to memberships.

The Town of Fort Frances is dedicated to barrier free sport recreation and leisure programs and services for its resider. No persons will be denied access to programs. Arranger may be made through Jason Kabel or Leana Moffitt.

DRYDEN

Admission Fees

Single Admissions (includes 13% HST)

		Resident	Non Resident
Adult	19-59 years	\$7.50	\$9.38
Youth/Senior	6-18 years/60+ years	\$4.50	\$5.63
Child	0-5 years	Free	
Group Rate	15+ participants	\$4.00 each	\$5.00
	With the Slide	\$5.00 each	\$6.25
Pool Family Rate		\$19.00	\$23.75
(2 adults plus 2 or more children under the age of 19)			
Waterslide	6+ years	\$2.00	\$2.50
Sauna/Shower		\$4.50	\$5.63
Member Fitness Class		\$2.00	\$2.50

Note: Above fees include 13% HST

FACILITY PASSES (includes 13% HST)					
		6-Admissions		12-Admissions	
		Res	Non Res	Res	Non Res
*ADULT	(19-59 yrs)	\$37.50	\$46.88	\$75.00	\$93.75
*YOUTH/SENIOR	(6-18 / 60+yrs)	\$22.50	\$28.13	\$45.00	\$56.25
WATERSLIDE	(6+ yrs)	n/a		\$20.00	\$25.00
Member Fitness Class 12-Admission Pass				\$24.00	\$30.00

***Note:** The 6-Admission Pass gives you one free admission
The 12-Admission Pass gives you 2 free admissions

MEMBERSHIP OPTIONS (Add 13% HST)				
	1 MONTH		3 MONTH	
	Res	Non Res	Res	Non Res
ADULT (19-59yrs)	\$59.00	\$73.75	\$166.00	\$207.50
SENIOR (60+ yrs)	\$46.00	\$57.50	\$123.00	\$153.75
YOUTH (6-18 yrs)	\$46.00	\$57.50	\$123.00	\$153.75
	6 MONTH		12 MONTH	
	Res	Non Res	Res	Non Res
ADULT (19-59yrs)	\$304.00	\$380.00	\$436.00	\$545.00
SENIOR (60+ yrs)	\$227.00	\$283.75	\$352.00	\$440.00
YOUTH (6-18 yrs)	\$227.00	\$283.75	\$352.00	\$440.00
	Payment Plans available for 6- and 12-Month terms!		*BONUS* 12-Month Memberships include all Fitness Classes!	

ANNUAL		
FAMILY ANNUAL MEMBERSHIP:	Resident \$910.00	Non Resident \$1137.50
(2 adults plus 2 or more children under the age of 19 living in the same household. This includes 1 short locker for the family for the year, and 10 % off all Dryden Recreation Complex registered programs)		
FAMILY 6 MONTH MEMBERSHIP:	Resident \$546.00	Non Resident \$682.50
(same conditions as above but does <u>not</u> include locker)		
Note: Organized Groups of 5+ participants receive a 10% Group Discount on all memberships any time.)		

DRYDEN
INCLUDES HST

Facility & Rate Information

Hours of Operation (Please Note – We are closed on all Statutory Holidays)

Administration Office: Monday to Friday, 8am – 4:30pm

Fitness Centre: Monday to Friday, 6am – 10pm, Saturday, 7:30am – 9 pm & Sunday, 8am – 9pm

Walking Track: Daily, 6am – 10pm

Aquatic Centre: Please refer to current swim schedule

Admission Rates (+ applicable taxes)							
	Infants & Tots 0 - 3 yrs.	Child 4 - 13 yrs.	Youth 14 - 17 yrs.	Adult 18 yrs. & over	Post Secondary Student	Senior 60 +	Family See * below
Visit	FREE	\$3.50	\$3.77	\$5.66	\$4.71	\$3.77	\$15.57
10 Visits	FREE	\$24.75	\$29.25	\$47.25	\$38.25	\$29.25	\$148.50
25 Visits	FREE	\$51.60	\$60.95	\$98.45	\$79.70	\$60.95	\$310.00
90 Days	FREE	\$96.00	\$111.00	\$165.00	\$138.00	\$111.00	\$540.00
Annual Membership	FREE	\$320.00	\$380.00	\$600.00	\$490.00	\$380.00	\$1200.00
Student- Post Secondary					\$140.00 Summer Rate		

* **Family:** Includes 2 adult parents/guardians & unmarried children under 18 years and/or seniors living in the same household (up to 5 members).

* **Post Secondary Student:** Includes a person actively enrolled in a full-time or part-time degree (currently enrolled in more than one course), diploma or apprenticeship program in a recognized Post-Secondary Institution located within Canada

Membership Description	Daily, 10 & 25 Visit	90 Day	Annual Membership
Use of Fitness Centre during scheduled hours	✓	✓	✓
Use of Pool, Hot Tub & Sauna during open swim times	✓	✓	✓
Admission to Public Skating, Open Hockey & Family Hockey	✓	✓	✓
Use of Walking Track during scheduled arena hours	✓	✓	✓
Fitness Centre Orientation (by appointment only)	✓	✓	✓
Unlimited attendance at Group Fitness & WaterFit classes		✓	✓
Generalized Program with Fitness Consultant		✓	✓
1 hour of Personal Training with Personalized Program			✓

Instructional Rates (+ applicable taxes)			
WaterFit & Group Fitness classes	\$8.00 Drop-In	\$72.00 10 Classes	\$150.00 25 Classes
Private Swim Lesson	14 & Under \$20.00 for a ½ hour lesson 15 & Over \$22.60- for a ½ hour lesson		

Personal Training (+ applicable taxes)	
\$42.00 for 1 hour, \$26.25 for ½ hour By appointment only Package information on other side	

Please call 467-2087 for more information

Personal Training, Rental Rates – Pool, Room, & Ice

(Effective September 01, 2013)

Personal Training Packages (+ applicable taxes)	
(4) ½ Hour Sessions	\$95 (\$23.75/session)
(4) 1 Hour Sessions	\$158 (\$39.50/session)
(8) ½ Hour Sessions	\$180 (\$22.50/session)
(8) 1 Hour Sessions	\$280 (\$35/session)
(12) ½ Hour Sessions	\$240 (\$20/session)
(12) 1 Hour Sessions	\$360 (\$30/session)
(24) ½ Hour Sessions	\$360 (\$15/session)
(24) 1 Hour Sessions	\$600 (\$25/session)

Pool + Room Rental Per Hour (+ applicable taxes)			
	Pool Rental (Shared)	Pool + Party Room	Pool + Rotary or Multi-Purpose Room
Minor Resident (17 years of age & under)			
1-30 people	78.50	103.50	113.50
31-100 people	104.75	129.75	139.75
101-180 people	131.00	156.00	166.00
Adult Resident (18 years of age & over)			
1-30 people	95.75	120.75	130.75
31-100 people	122.60	147.60	157.60
101-180 people	148.25	173.25	183.25
Non-Resident			
1-30 people	140.50	165.50	175.50
31-100 people	165.50	190.50	200.50
101-180 people	190.50	215.50	225.50
Private Pool Rental (up to 300 people)		Resident \$210.00	Non-Resident \$262.00

Room Rental Per Hour (+ applicable taxes)	
Party Room/Lobby /Lounge/Meeting Room/Board Room(KMA)	\$25.00
Multi-Purpose Room/Rotary Room/Community Hall (KMA)	\$35.00
Aerobics Room (KRC)	\$40.00

Ice Rental Per hour (+ applicable taxes)	
Resident:	
Minor Recreation (17 yrs & under)	\$77.85
Minor Game/Tournament/Special Event (17 yrs & under)	\$85.10
Adult Recreation (18 yrs & over)	\$107.10
Adult Game/Tournament/Special Event (18 yrs & over)	\$113.45
Non-Resident:	
Recreation	\$133.70
Game/Tournament/Special Event	\$140.10
Summer Ice	\$140.10

CANADA GAMES COMPLEX
www.thunderbay.ca/thekey

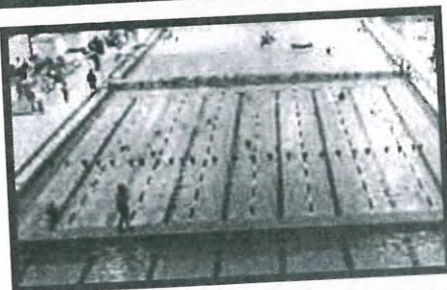


Canada Games
Complex

Something for Everybody!

Winter 2015

Visit us @ www.gamescomplex.com



Full Year General Membership:

Adults...only \$44.34/month plus HST

1/2 Price Spousal Rates on Adult Membership!!

Children can be added for only \$8.35/month

Adults (60 & over) only \$29.75/month plus HST



Find us on
Facebook



Twoonie Week

Come join us for Twoonie Week. **January 5 to 11**

Admission fee: **\$2** per person

Fill out a ballot to win a **FREE 3 MONTH MEMBERSHIP!**



Full Year Memberships

We have other Membership options to meet your needs!
No Enrollment Fee
General Membership Prices (HST to be added)

Adult Rate	\$532 or \$44.34/month
Corporate Rate	\$507 or \$42.25/month
Spousal Rate*	\$266 or \$22.17/month
Child* (3 - 14 yrs)	\$100 or \$8.35/month
Youth* (15 - 18 yrs)	\$150 or \$12.52/month
Student (15 & over in Full Attendance with card)	\$355 or \$29.58/month
Adult 60+	\$357 or \$29.75/month
Swim and Slide (Pool only 7-12 years Must pass height and swimming requirements)	\$197 or \$16.42/month

*MUST BE purchased with Adult as part of a family membership.

*Non-Resident add \$10 to membership cost. *30 day money back guarantee on FULL YEAR MEMBERSHIPS.




General Admission

(HST to be added)

Adult	
Daytime Rate Mon. - Fri. 5:45 am - 3 pm	\$6.64
After 3 pm & Weekends	\$8.19
Family (max 5)	\$17.70
Child (3 - 14 yrs; no HST)	\$3.10
Student (15 & over in Full Attendance with card)	\$5.09
Adult 60+	\$5.22
Thunderslide	\$2.25
Rate for People with Disabilities	
Adult	\$3.90
Student	\$3.00
Child	\$2.20

Support Persons - No fee if accompanied by a person with a PAL (Personal Attendant for Leisure) Card

COUPON BOOKLETS AVAILABLE
12 VISITS FOR THE PRICE OF 10

"Families are at the ♥ of the 

Operating Hours

Monday - Thursday	5:45 am - 10:00 pm
Friday	5:45 am - 9:00 pm
Saturday & Sunday	8:00 am - 9:00 pm

Holiday Hours

Christmas Eve	5:45 am - 2:00 pm
Christmas Day	CLOSED
Boxing Day	12 Noon - 5:00 pm
New Years Eve	5:45 am - 2:00 pm
New Years Day	CLOSED
Family Day (February 16)	12 Noon - 5:00 pm

For all your telephone needs: Call 684-3311 Fax 345-4520

Emergency Only 684-3333 Registration Hotline 625-TIME (8463)

CITY OF Thunder Bay
Superior by Nature

AQUATICS & FITNESS

CITY OF Thunder Bay
Superior by Nature

Miscellaneous Fees

Locker Rentals

(subject to availability)

HST to be added	12 months	8 months	1 month
Full Locker	\$151.32	\$120.92	\$18.38
Half Locker	\$106.56	\$85.30	\$12.25
Half Narrow Locker (Men's Only)	\$75.60	\$60.46	\$8.68

Towels and/or Locks

*Towel Purchase	\$5.00
*Lock Purchase	\$5.00

Note: \$5 deposit on locks and pool deck lockers is required for non-members.

Corporate Discounts

General 12-Month Full Memberships.

Enquire at the Registration Desk 684-3403.

Mary Frankow, Services Supervisor, at 684-3323

Summer memberships
available May, June, July, & August

Membership Payment Options

DIRECT DEBIT:

- Available on 12-MONTH FULL and MID-DAY memberships only
- Full year contract (as per authorization)
- Loss of deposit on cancellation (as per policy)

PAYROLL DEDUCTION:

- Available on 12-MONTH FULL Memberships
- Only for City of Thunder Bay employees
- Full year contract (as per authorization)
- Loss of deposit on cancellation (as per policy)

CASH:

- Cash, Cheque, Interact, Visa or Master Card

POST DATED CHEQUES:

- 12 Month Membership fees may be paid over the first 3 months with 3 post dated cheques
- Available on all 12 month memberships

Revised May 2014

Facilities' Features

- 77-metre Olympic Size Pool
- Thunderslide - 73 Metre Waterslide
- Diving Platforms & Springboards
- Heated Swirlpool
- Whirlpools & Saunas
- Change Area for Families & Persons With Disabilities
- 2400 Sq. Ft., Fully Equipped Weight Room
- Fitness Lab - CSCP Certified
- Wheelchair Accessible Equipment
- 3 Multi-Training Areas
- Rope Trainer
- Rowing Ergometers
- Elliptical Trainers
- Semi-recumbent Exercise Bikes
- Treadmills
- Steppers
- Nu-Steps
- Exercise Bikes
- Climbing Wall
- 280 Metre Track
- 4 Squash Courts
- 3 Fitness Class Areas
- Babysitting Room
- Meeting Rooms
- Pool and Court Social Areas
- Pool Side Birthday Parties
- Juice Bar
- Fox On The Run

Club Affiliations

- Masters Swim Club
- Thunder Bay Diving Club
- Metre Eaters
- Thunder Bay Squash Association
- Thunderbolts Swim Club

Regular Operating Hours

Monday - Thursday	5:45 a.m. - 10:00 p.m.
Friday	5:45 a.m. - 9:00 p.m.
Saturday & Sunday	8:00 a.m. - 9:00 p.m.

Holiday Hours

Posted Seasonally

General Admissions

(HST to be added)

Adult	\$8.19
Daytime Rate (Mon. - Fri. 5:45 am - 3 pm)	\$6.64
Family (maximum 5)	\$17.70
Child (3-14 yrs)	\$3.10
Student (15 & Over w/ full Attendance with card)	\$5.09
Adult 60 +	\$5.22
Court Fee/Player (no extra charge with paid admission)	\$2.25
Thunderslide	
Rate for People with Disabilities	
Adult	\$3.90
Student	\$3.00
Child	\$2.20
Support Person (no fee if accompanied by a person with a PAI Personal Accident for Leisure card)	

COUPON BOOKLETS AVAILABLE 12 VISITS FOR THE PRICE OF 10

Babysitting

- \$6.00/hr/1st child
- \$3.80/hr/2nd child
- * Maximum 2 hour limit

Group Rates

(HST to be added)

If your party consists of 20 or more people or 4 confirmed bookings, you **must** pre-book and a lump sum payment is required.

Children	\$2.60
Students	\$3.62
Adults	\$5.71
Thunderslide	\$2.00
Older Adult (60 +)	\$3.70

For Pool Side

Birthday Party Information or to Book a Party:

Call 684-3311 Mon to Thurs 5pm - 8pm
Sat 10am - 8pm
or E-Mail sattendant@thunderbay.ca

Families are
at the
of the



Thank you for choosing the Canada Games Complex!
Enclosed are our:

Membership Options & Information

Payment Options

Corporate Discounts

General Admissions

Group Rates

Facility Features

Club Affiliations

Operating Hours

Join for the Health of It!
Families are at the
Heart of the Complex

420 Winnipeg Avenue
Thunder Bay, Ontario, P7B 6B7
Tel: 807-684-3311 Fax: 807-345-4520
www.gamescomplex.com

CITY OF
Thunder Bay
Superior by Nature
COMMUNITY SERVICES DEPARTMENT

T. Bay + HST

Membership Categories

- Adult**
 - 19-59 years
- Student**
 - Full-time Student (proof of registration) required (13 and over in full-time attendance)
- Older Adult**
 - 60 years and over
- Family**
 - *Spouse, youth (15-18 yrs) and/or child (3-14 yrs) rates in addition to the adult rate*

Membership Information

General

- 10% discount on programs*
- Free drop-in programs yoga, bootcamp, trx, zumba, aquatics & more
- Free ½ hour orientation (to be booked)
- Free Squash Court use
- Free Thunderslide
- Babysitting (extra fee) may be added on
- Use of day locker

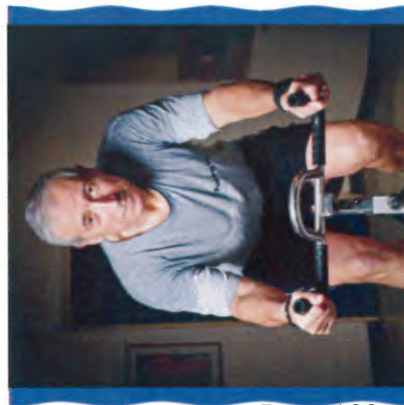
*Memberships may not be put on HOLD other than for medical reasons.

Medical certificates must accompany each request.

Please Note: There is a membership card re-issue fee of \$4.00

Payroll Deduction (PD) available to full-time City employees

All Prices Subject To Change Without Notice.



Certified Fitness Appraisers provide blood pressure monitoring, body fat measurement and weigh-ins free for members! To register call 684-3403. For more information call Darrik Smith, Fitness Supervisor at 684-3338.

General Memberships

HST to be added	Full Membership (all days & evenings)	Mid-Day 9 a.m. - 3 p.m. Monday to Friday
12 MONTH OPTIONS	12 MONTH (Sun - Sat) All Methods of Payment	12 MONTH All Methods of Payment
GENERAL		
Adult	\$532	\$468
* Spouse	\$266	\$234
* Youth (15-18)	\$150	N/A
* Child (3-14)	\$100	N/A
Student	\$355	N/A
Adult (60 & Over)	\$357	\$325
EXTRA FEES		
Babysitting		
1st Child	\$95	\$85
2nd Child	\$64	\$64

* SPOUSE and/or CHILD and YOUTH rates are good only when purchased with same type Adult membership.

8 MONTH OPTIONS	8 MONTH (Paid In Full)
GENERAL	
Adult	\$425
* Spouse	\$213
* Youth (15-18)	\$118
* Child (3-14)	\$80.50
Student	\$279
Adult (60 & Over)	\$279
EXTRA FEES	
Babysitting	
1st Child	\$77
2nd Child	\$58

Short Term Memberships May Be Upgraded To 12 Months (Paid In Full Option Only)

1 MONTH OPTIONS	1 MONTH (Paid In Full)
GENERAL	
Adult	\$61
* Spouse	\$52
* Youth (13-18)	\$34
* Child (3-12)	\$30.50
Student	\$52
Adult (60 & Over)	\$52
EXTRA FEES	
Babysitting	
1st Child	\$45
2nd Child	\$33

Swim & Slide
For children ages 7 to 12. Must pass height and swimming requirements.

3 Months	\$99.00
6 Months	\$147.00
12 Months	\$197.00



Membership Refund Policy

"Membership satisfaction guaranteed within 30 days of date of purchase or full refund given upon written request on FULL 12 month Memberships ONLY"

For special circumstances: All requests must be made in writing to the Manager, Canada Games Complex. Medical certificates must accompany all refund requests based on medical reasons. A forwarding address must be given for refund requests due to relocation. The cost of the full year membership will be re-calculated using short term rates (1 or 8 Month process). Any refund will be based on the amount remaining after the short term pricing has been applied. A one month administration fee will also be applied.

- * No refunds will be granted on memberships with less than three months remaining.
- * No refunds will be granted on temporary memberships; e.g. summer, winter or short-term memberships.

Pre-Authorized Monthly Payment Plan - (This membership is a FULL YEAR CONTRACT - down payment & 11 installments). Member is responsible for down payment and monthly fee for every month or part month in which he/she held a valid membership. Full year contracts may only be terminated upon manager's approval. If approved, the down payment is forfeited and will not be refunded.

Non-renewal

Written notice of termination must be received within 12 days prior to the expiry date of the current membership.

If notice is not received, the membership will automatically be renewed and monthly withdrawals will continue.

Service Charges

It is understood and agreed that there is a minimum of \$25.00 service charge for any payment not honoured. The Canada Games Complex is authorized to invoice for any arrears plus interest and withhold the right to cancel the membership without notice upon any non-payment.

NOTE: Yearly fees include regularly scheduled maintenance shutdowns and pool closures for swimming & diving competitions

Pre-Authorized Monthly Payment Plan (PDS)

Available on the following 12-Month Memberships:

(HST to be added)	GENERAL	MID-DAY
Adult	\$44.34	\$39.00
*Spouse	\$42.25	N/A
*Youth (15-18)	\$22.17	\$19.50
*Child (3-14 no tax)	\$12.52	N/A
Student	\$8.35	N/A
Adult (60 and over)	\$29.58	N/A
Locker	\$29.75	\$27.08
Full	\$12.61	N/A
Half	\$ 8.88	N/A
Half Narrow	\$ 6.90	N/A

Town Programs

MANA71ten

Tai Chi



When: Wednesday's

Time: 7:00 – 8:30 p.m.

Where: Lakeview Community Hall (Gym)

Cost: \$7 per class or \$56 for 10 classes

****Bring indoor shoes****

Active Living Membership holders FREE

Aquafitness



When: Monday's, Wednesday's, Friday's

Time: 10:30 – 11:30 a.m.

When: Tuesday's

Time: 7:30 – 8:30 p.m.

Cost: \$7 per class or \$56 for 10 classes

Active Living Membership holders FREE

Aqua Zumba



When: Tuesday's, Thursday's

Time: 10:30 – 11:30 a.m.

Cost: \$7 per class or \$56 for 10 classes

Active Living Membership holders FREE

Active Living Membership

- Receive a 10% Discount at Canadian Tire on Sporting Goods!
- Receive Daily Discounts at the Manitouwadge Ski Hill!
- Receive 10% Off Green Fees at the Peninsula Golf Course!
- Receive 10% Off Swimming Lessons!
- Receive 10% Off a membership at the Cross Country Ski Club!

MEMBERSHIPS (includes HST)

	Month	Year
Child (4-12)/Super Senior (70+)	\$33.00	\$132.50
Student (13+)/Senior (60-69)	\$44.00	\$198.50
Adult (18+)	\$66.00	\$275.50
Family	\$132.50	\$607.00



Memberships entitle you to free admittance into the following:

- Port Hole Pool
- Swimming
- Aquafitness
- Skating
- Drop-In Hockey
- AquaZumba
- Tai Chi

NO GYM

MARATHON
INCLUDES HST



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

November 13, 2014

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

Attention: Mr. Doug Herr
Environmental and Facilities Superintendent

Dear Doug:

**Re: Fort Frances Wastewater Treatment Facility
October 2014 Monthly Report**

As per the operating agreement, the attached document is the October 2014 monthly report for the Fort Frances Wastewater Treatment Facility.

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

If you have any questions regarding this report do not hesitate to contact Mr. Larry Wachter – Operations Manager.

Yours truly,

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

Kelly Cunningham
Senior Operator

For Larry Wachter
Operations Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
October 2014 Monthly Operations Report**

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of October 2014; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

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

The Fort Frances Sewage Treatment Plant received and operates its operation under *Certificate of Approval Number 3-0049-96-006*, in accordance with Section 53 of the Ontario Water Resources Act. The Certificate of Approval outlines the terms and conditions and the report captures these terms and conditions in the following sections.

LABORATORY

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

OCTOBER 2014 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD ₅	2.1 mg/L	25 mg/L	15 mg/L	11.3 kg/d	225 kg/d	135 kg/d
Suspended Solids	3.7 mg/L	25 mg/L	15 mg/L	17.4 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.28 mg/L	1.0 mg/L	1.0 mg/L	1.6 kg/d	9 kg/d	9 kg/d
Ammonia as N	0.50 mg/L					
Nitrite as N	0.09 mg/L					
Nitrate as N	4.67 mg/L					
Total Cl ₂ Residual		<0.01 mg/L (when in use)				
E-Coli		4.9 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 7.2 to 7.8; average pH was 7.4		
Temperature degrees C				Temperatures ranged from 14.0 – 16.0 average temperature of effluent at 15.2		

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

WASTEWATER LIQUID PROCESS

The average daily flow for October was 5,508.6 m³/day. This represents 61% of the design average flow. Total treated flow for the month was 170,767 m³.

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

INVENTORY

Chemical	End of Month Status	Units
Hypochlorite	580 +/- @ 10.0% + 205 @ 12%	Litres
Alum	5.9 +/- @ 60 %	Cubic meters
Polymer	8 Bags (425 kg)	Bags (25 kg/bag)

MAINTENANCE

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

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased GBT, mechanical bar screen and grit snail. Lubricated drive chain on grit snail and bar screen
- Regular cleaning of head works EW basket strainer
- Greased all blowers
- Regular cleaning of seal water strainer TFP 9-5
- Calibrated both automatic samplers
- Replaced seal EW pump 2
- New filter on blower 2
- Installed rebuilt blower 2
- Contractors repaired head works air handlers
- Removed debris from grit pump 2 and reducers
- Repaired alum line heat trace
- Added insulation to digester doghouse
- Replaced emergency light in garage stairwell

Pump Stations:

- Ran gen sets
- Changed seal water strainers

- Cleaned bar screens
- Replaced the inlet and outlet isolation valves as well as the check valve on pump 2 at White Pine lift station
- Replaced battery in Fifth Street lift station PLC power supply

OPERATIONAL ISSUES

The facility met all operational requirements for the month.

SLUDGE SUMMARY

The volume directed to the gravity belt thickener totaled 1409.7 m³ for the month. Hammond Landscaping (Certificate of Approval Hauler # 11000025801) hauled/transported 296.4 m³ (average 11.0 m³/load) to the agricultural drying bed.

The Organic Soil Conditioning site has a valid Certificate of Approval - number S-71048-31.

COMPLAINTS

There were no complaints during the report period.

BY-PASS REPORT(S)

There were no bypass events in the report period.

COMMENTS

Plant power consumption for the month was 682 (x 180 multiplier) kWh.

Both hard drives failed in the main SCADA computer and were replaced on warranty. A failed Delta V IO card was replaced.

The FARS audit was completed.

A safety check was completed on the plow truck.

The bubbler system at White Pine lift station will be decommissioned and removed in the near future.

The additional effluent testing that is required as of January 1, 2013 to meet the requirements of the Wastewater Systems Effluent Regulations is now a part of our regular sampling regimen.

REPORTS

ALS – Environmental Analytical Reports (on-file at plant)

Fort Frances WPCP Equipment Run Time Report (on-file at plant)

Bypass Report (on-file at plant as per occurrence)

Month	Sewage Flows Year 2014					Usage	Sludge	Removal Efficiency
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	CBOD5
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Suspended Solids
	m3	m3	Volume ML	Volume ML	ML		M3	Total Phosphorus
January	5057.6	5552	156785		156785	56%	143.5	
February	5630.1	6812	157644		157644	63%	129.8	
March	8118.8	10455	251682		251682	90%	217.9	
April	10927.7	14036	327830		327830	121%	198.3	
May	10855.8	18381	336530		336530	121%	243.5	
June	14683.4	21000	440501	33807.4	474308.4	163%	286.8	
July	9034.0	13527	280055		280055	100%	187.4	
August	6098.7	7079	189059		189059	68%	131.6	
September	5668.8	6401	170064		170064	63%	151.2	
October	5508.6	6069	170767		170767	61%	296.4	
November						0%		
December						0%		
Sum				33807.4	2514724.4		1986.4	
Average	8158		248092		251472	91%	198.6	
Max		21000	440501		474308.4			
C of A	9000	18000						

	CBOD5			Suspended Solids			Total Phosphorus			E. Coli		pH
	Avg Raw	Avg. Eff.	Avg. Load	Avg Raw	Avg. Eff.	Avg. Load	Avg Raw	Avg. Eff.	Avg. Load	Geo Mean	Monthly	Monthly
Month	CBOD	CBOD	CBOD	S.S	S.S	S.S	T.P	T.P	T.P	Counts	Minimum	Maximum
	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	/100ml		
January	76.0	3.7	18.2	147.0	7.3	36.8	2.2	0.20	1.02	2.8	7.2	7.7
February	88.3	4.3	23.2	146.9	7.4	42.6	2.6	0.18	1.02	10.4	7.2	7.5
March	49.8	5.0	42.4	183.0	12.2	102.0	1.6	0.18	1.42	11.9	7.3	7.5
April	40.6	3.0	31.3	92.5	9.1	93.2	1.2	0.25	2.80	29.6	6.9	7.6
May	36.3	4.0	46.7	78.6	7.6	81.2	1.1	0.36	3.80	36.0	7.2	7.7
June	23.8	3.5	49.0	85.4	7.6	113.7	0.8	0.37	5.30	155.7	7.0	7.8
July	39.2	2.5	23.3	107.5	7.4	68.2	1.3	0.34	3.10	11.6	7.1	7.8
August	60.8	2.0	12.3	148.3	4.7	29.0	1.9	0.28	1.71	6.8	7.5	7.7
September	68.0	2.0	11.3	130.0	3.1	17.4	2.1	0.35	2.00	16.9	7.3	7.9
October	67.5	2.1	11.3	131.8	3.7	20.4	2.1	0.28	1.56	4.9	7.2	7.8
November												
December												
Average	55.0	3.2	26.9	125.1	7.0	60.5	1.7	0.28	2.37	28.7	7.2	7.7
Max	88.3	5	49.0	183.0	12.2	113.7	2.6	0.37	5.30	155.7	7.5	7.9
C of A		25	225		25	225		1	9	200	6.0	9.5

TOWN OF FORT FRANCES
Operations and Facilities Division - Environmental Area - Operations Statistics
(October 2014)

STAFFING:

See Operations Statistics (October) 2014 prepared by M. Strachan, Superintendent of Transportation

OVERTIME HOURS - Equivalent Straight Time Hours

See Operations Statistics (October) 2014 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: None

Hydrant Installations (NEW):

- Number of new hydrant installations: None

Main Valve Repairs:

- Number of water main valve repairs: None

Water Service Breaks:

- Number of water service breaks: One (1)
 - 401 King's Hwy.

Water Service Repairs:

- Number of water service repairs: Three (3)
 - 524 Nelson St., 720 Church St. and 211 Third 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": Twenty-seven (27)
 - 912 Cornwall Ave., 1011 Front St., 727 Scott St. (2), 501 Sixth St. W., 401 King's Hwy. (Legion Park),
 - 901 Second St. E. (2), 1000 Calder Dr. (2), 1301 Calder Dr. (2), 800 Calder Dr., 713 Third St. E.,
 - 401 King's Hwy. (FF Cemetery) (2), 1319 Colonization Rd. W. (2), 524 Church St., 1214 Third St. E.,
 - 1022 Williams Ave., 1205 Elizabeth St. E., 725 Second St. W., 919 Frenette Ave., 622 Third St. E.,
 - 237 Fifth St. E. and 1121 Second St. E.

Frozen Water Services:

- Number of frozen water services: None

Water Meter Installations/Replacements:

- Number of water meter installations/replacements: None

Backflow Preventer Installations/Replacements:

- Number of backflow preventer installations/replacements: None

Backflow Preventer Annual Testing:

- Number of backflow preventer tested: None

Other Information:

- Summarized final costs for invoicing of private works associated with private works
- October 22, 2014 - G. Wiedenhoeft and P. Lemesurier attended courses on Continuous Chlorine Monitoring, Maintenance of Valves and Unidirectional Flushing. Put on by WCWC.
- October 23 - 24, 2014 - G. Wiedenhoeft and P. Lemesurier attended the Northwestern Ontario Water & Wastewater Conference in Thunder Bay.
- Completed with the valve turning program (Area 4) and hydrant valve exercising.
- Continued winterizing of the fire hydrant (flush and pump barrels).
- Recorded locations of curb stops at various locations.

WATER TREATMENT PLANT:

- October, 2014 - In receipt of the Water Treatment Plant Monthly Report
- October 10, 2014 - MOE inspection (Focused)
- October 23 - 24, 2014 - M. Allen and B. Webb attended the Northwestern Ontario Water & Wastewater Conference in Thunder Bay.
- October 28 - 29, 2014 - Winterized the water system at Sunny Cove Children's Camp.

SEWERAGE COLLECTION:Wastewater Main Backups:

- Number of wastewater main backups: None

Wastewater Main Repairs:

- Number of wastewater main repairs: None

Sewer Manhole Repairs:

- Number of sewer manhole repairs: One (1)
 - First St. W./Morrison Cresc.

Sewer Service Repairs:

- Number of sewer service repairs: One (1)
 - 917 Bayview Ave.

Sewer Service Replacements:

- Number of sewer service replacements: 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:
 - 1021 First St. E., 614 Second St. E., 225 Elizabeth St. E., 831 Armit Ave., 755 Second St. W.,
 - 118 Third St. W., 642 Second St. W., 1023 Colonization Rd. W., 757 King's Hwy., 406 Church St.
 - 917 McKenzie Ave. and 631 Second St. E.
- October 7, 2014 - Winterized the Sorting Gap Marina.
- October 8, 2014 - flushed/cleaned sanitary sewer mains on Couchiching F.N.
- Winterized dead-end (shallow) sanitary manholes.
- CCTV inspected various building sewer services.
- Recorded locations of cleanouts at various locations.
- Sewer main flushing (Dead Ends and Trouble Areas)

WASTE-WATER TREATMENT FACILITY:

- October, 2014 - In receipt of the Wastewater Treatment Facility Monthly Report.

WASTE MANAGEMENT:Garbage Collection:

- Number of complaints regarding garbage collection:
 - Town - 0 complaints, Asselin's - 4 complaints

Sanitary Landfill (Waste Disposal Site):

Landfill Scales functioning during this period.

- Amount of residential waste delivered to the landfill:
 - 244,100 kgs (244.10 tonnes)
- Amount of ICI waste delivered to the landfill:
 - 388,800 kgs (388.80 tonnes)

Recycling:

- Number of complaints regarding recycled materials:
 - Town - 0 complaints, Asselin's - 0 complaints
- Amount of recycled waste diverted from the landfill:
 - 44,370 kgs (44.37 tonnes) Metro

Prepared By: _____

Environmental & Facilities Superintendent

Date: _____

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS
September 2014

STAFFING

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

	2013	2014
WSIB	0.00	0.00
WI/LTD	0.00	5.00
SICK DAYS	0.00	7.31
COMPASSIONATE LEAVE	0.00	0.00
FLOATERS	0.00	3.00
VACATION	0.00	34.25
BANKED TIME USED	0.00	16.47
OFF	0.00	0.00
STATUTORY HOLIDAYS	0.00	22.00
TOTAL	0.00	88.03

OVERTIME HOURS

Equivalent Straight Time Hours:

	2013	2014	2013	2014
	Sept	Sept	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
CAPITAL	0.00	0.00	0.00	1162.25
ENGINEERING	0.00	0.00	0.00	5.25
INTERDEPARTMENTAL	1.50	9.75	41.00	24.75
PRIVATE WORK	10.00	4.00	50.50	27.50
RECYCLE/GARBAGE	20.00	22.25	20.75	29.75
ROADS	0.00	18.00	653.00	633.50
SEWER COLLECTION	26.75	12.00	590.00	639.38
SIDEWALKS	2.25	9.75	51.75	58.50
STORES	0.00	0.00	9.00	39.00
VEHICLE & EQUIPMENT	0.00	0.00	180.75	85.00
WATER TREATMENT PLANT	41.00	12.00	172.75	248.13
WATER DISTRIBUTION	15.50	54.00	298.00	2749.25
WATER TOWER	0.00	0.00	8.00	0.75
TOTAL	117.00	141.75	2075.50	5703.00

TRANSPORTATION REPORT SEPTEMBER 2014

ROADS:

Storm Water Management – Water:

- Continued flushing storm sewer laterals and cleaning catchbasin sumps.

Storm Water Management - Rural:

- Dug out beaver dams on Balsam Street and behind Caul's field

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Superior 3-R Inc. grinded reclaim asphalt from September 2 to 5.
- Filled in behind curb and gutter along Williams Avenue at Huffman Development and packed to stabilize curb.
- Street sweeping daily – Downtown area and Front Street done once weekly

Loose Top Maintenance:

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

Roadside Maintenance:

- Trimmed tree along sidewalks, boulevards and laneways

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required
- Continued replacing signs that did not pass reflectivity testing

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Cut grass around Public Works building and yards
- Cleaned u some debris in north yard

Private Work:

- Installed a private crossing at 418 Third Street East.

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

- Replaced sidewalk in areas identified for repairs.
- Swept sidewalk and bike path along waterfront

Vehicles and Equipment:

- Preventive Maintenance - pre-trip inspections 5:30 -7:30 a.m. Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sportsplex, Day Care, Handi-Van and Civic Centre vehicles as required.

Public Relations:

- Moved all flower pots from islands along roads in town to the back area at Riverview Cemetery to store for the winter

Sewer and Water:

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of

Sewer and Water (cont'd):

- Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.
- Flushed dead end sewer mains
- Replaced curb and gutter and sidewalk in areas of sewer and water digs

Interdepartmental:

- Started winterizing Marina on October 10th
- Supplied the Hyundai backhoe and an operator to help FFPC remove an old high voltage cable on October 10th
- Cleaned the clarifier troughs at the Sewage Treatment Plant on October 11th
- Removed an Aeration Pump at the Sewage Treatment Plant on October 11th
- Installed concrete bases for exercise equipment along Front Street
- Hauled several loads of fill to bring Huffman Development area up to grade
- Blew out water lines for the sprinkler system at the Civic Centre on September 30th
- Dale Gill provided coverage for vacation at the Airport from September 17th to 30th.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded recycling trailer two (2) times.
- Emptied bins from “drop off” centre as required

Training:

- Greg Wiedenhoeft and Darren McCormick attended First Aid Recertification Training on September 29th and 30th

Health & Safety:

- A workplace inspection was completed at the Public Works building on September 24th
- A workplace inspection was done at the Water Treatment Plant on September 30th.

Emergency Disaster: (Flooding)

- Repaired storm sewer lateral crossing Eighth Street between Portage Avenue and Walker Avenue
- Repaired storm sewer main at 840 Fifth Street West

Milt Strachan,
Superintendent of Transportation

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS
September 2014

STAFFING

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

	2013	2014
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WI/LTD	0.00	5.00
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FLOATERS	0.00	3.00
VACATION	0.00	34.25
BANKED TIME USED	0.00	16.47
OFF	0.00	0.00
STATUTORY HOLIDAYS	0.00	22.00
TOTAL	0.00	88.03

OVERTIME HOURS

Equivalent Straight Time Hours:

	2013	2014	2013	2014
	Sept	Sept	Year To	Year To
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CAPITAL	0.00	0.00	0.00	1162.25
ENGINEERING	0.00	0.00	0.00	5.25
INTERDEPARTMENTAL	1.50	9.75	41.00	24.75
PRIVATE WORK	10.00	4.00	50.50	27.50
RECYCLE/GARBAGE	20.00	22.25	20.75	29.75
ROADS	0.00	18.00	653.00	633.50
SEWER COLLECTION	26.75	12.00	590.00	639.38
SIDEWALKS	2.25	9.75	51.75	58.50
STORES	0.00	0.00	9.00	39.00
VEHICLE & EQUIPMENT	0.00	0.00	180.75	85.00
WATER TREATMENT PLANT	41.00	12.00	172.75	248.13
WATER DISTRIBUTION	15.50	54.00	298.00	2749.25
WATER TOWER	0.00	0.00	8.00	0.75
TOTAL	117.00	141.75	2075.50	5703.00

TRANSPORTATION REPORT SEPTEMBER 2014

ROADS:

Storm Water Management – Water:

- Continued flushing storm sewer laterals and cleaning catchbasin sumps.

Storm Water Management - Rural:

- Dug out beaver dams on Balsam Street and behind Caul's field

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Superior 3-R Inc. grinded reclaim asphalt from September 2 to 5.
- Filled in behind curb and gutter along Williams Avenue at Huffman Development and packed to stabilize curb.
- Street sweeping daily – Downtown area and Front Street done once weekly

Loose Top Maintenance:

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

Roadside Maintenance:

- Trimmed tree along sidewalks, boulevards and laneways

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required
- Continued replacing signs that did not pass reflectivity testing

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Cut grass around Public Works building and yards
- Cleaned u some debris in north yard

Private Work:

- Installed a private crossing at 418 Third Street East.

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

- Replaced sidewalk in areas identified for repairs.
- Swept sidewalk and bike path along waterfront

Vehicles and Equipment:

- Preventive Maintenance - pre-trip inspections 5:30 -7:30 a.m. Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sportsplex, Day Care, Handi-Van and Civic Centre vehicles as required.

Public Relations:

- Moved all flower pots from islands along roads in town to the back area at Riverview Cemetery to store for the winter

Sewer and Water:

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of

Sewer and Water (cont'd):

- Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.
- Flushed dead end sewer mains
- Replaced curb and gutter and sidewalk in areas of sewer and water digs

Interdepartmental:

- Started winterizing Marina on October 10th
- Supplied the Hyundai backhoe and an operator to help FFPC remove an old high voltage cable on October 10th
- Cleaned the clarifier troughs at the Sewage Treatment Plant on October 11th
- Removed an Aeration Pump at the Sewage Treatment Plant on October 11th
- Installed concrete bases for exercise equipment along Front Street
- Hauled several loads of fill to bring Huffman Development area up to grade
- Blew out water lines for the sprinkler system at the Civic Centre on September 30th
- Dale Gill provided coverage for vacation at the Airport from September 17th to 30th.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded recycling trailer two (2) times.
- Emptied bins from “drop off” centre as required

Training:

- Greg Wiedenhoeft and Darren McCormick attended First Aid Recertification Training on September 29th and 30th

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- A workplace inspection was completed at the Public Works building on September 24th
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Milt Strachan,
Superintendent of Transportation

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS
October 2014

STAFFING

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

	2013	2014
WSIB	0.00	0.00
WI/LTD	0.00	0.00
SICK DAYS	10.88	14.00
COMPASSIONATE LEAVE	0.00	0.00
FLOATERS	1.00	1.00
VACATION	55.50	52.06
BANKED TIME USED	15.50	32.31
OFF	1.50	1.13
STATUTORY HOLIDAYS	24.00	24.00
TOTAL	108.38	124.50

OVERTIME HOURS

Equivalent Straight Time Hours:

	2013	2014	2013	2014
	Oct	Oct	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
CAPITAL	0.00	0.00	0.00	1162.25
ENGINEERING	4.00	0.00	4.00	5.25
INTERDEPARTMENTAL	8.00	0.00	49.00	24.75
PRIVATE WORK	0.00	12.00	50.50	39.50
RECYCLE/GARBAGE	0.00	0.00	20.75	29.75
ROADS	0.00	0.00	653.00	633.50
SEWER COLLECTION	14.25	24.00	604.25	663.38
SIDEWALKS	9.00	0.00	60.75	58.50
STORES	0.00	0.00	9.00	39.00
VEHICLE & EQUIPMENT	0.00	3.00	180.75	88.00
WATER TREATMENT PLANT	15.00	12.00	187.75	260.13
WATER DISTRIBUTION	24.00	4.00	322.00	2753.25
WATER TOWER	0.00	0.00	8.00	0.75
TOTAL	74.25	55.00	2149.75	5758.00

TRANSPORTATION REPORT OCTOBER 2014

ROADS:

Storm Water Management – Water:

- Continued flushing storm sewer laterals and cleaning catchbasin sumps.
- Raised a storm sewer catchbasin at 941 Shevlin Avenue.
- Flushed and cleaned storm laterals and catchbasins on the overpass on a night shift on October 24th

Storm Water Management - Rural:

- Cut brush along ditches with Hyundai.
- Cleaned debris from ditches on Eighth Street East of Rainycrest.

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Street sweeping daily – Downtown area and Front Street done once weekly.
- Cleaned up forms and tools from concrete work.

Loose Top Maintenance:

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

Roadside Maintenance:

- Continued trimming trees along sidewalks, boulevards and lanes.
- Trimmed grass and brush at Frog Creek Bridge.
- Removed bike racks from the Downtown area for the winter on October 27th.

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Leveled all piles from digs at McIrvine Road snow dump to prepare for winter hauling.

Private Work:

- Hydro-vac for Anchor installations for Lake of the Woods Electric on October 24th.

Sidewalks – Winter:**Sidewalks – Summer:****Vehicles and Equipment:**

- Preventive Maintenance - pre-trip inspections 5:30 -7:30 a.m. Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sportsplex, Day Care, Handi-Van and Civic Centre vehicles as required.
- Started preparing plowing equipment for winter operations.

Public Relations:**Sewer and Water:**

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.
- Flushed dead end sewer mains

Sewer and Water cont'd:

- Flushed sanitary sewer main from Portage Avenue to Armit Avenue on October 3rd and 4th.
- Winterized shallow sanitary sewer manholes on October 17th.

Interdepartmental:

- Hauled several more loads of fill from McIrvine Road dump site to Huffman Development to bring lots up to grade
- Dale Gill provided coverage for vacation at the Airport from October 1st to 9th.
- Finished winterizing Sorting Gap Marina on October 7th.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded recycling trailer three (3) times.
- Emptied bins from "drop off" centre as required
- Cleaned up debris around recycling yard.

Training:

- Greg Wiedenhoeft and Darren McCormick attended First Aid Recertification Training on October 1st.

Health & Safety:

- A workplace inspection was completed at the Public Works building on September 13th.

Emergency Disaster: (Flooding)

- Reinstalled guard rails on Calder Drive that were removed for shore line work.
- Removed unused sand bags from the Shevlin Wood Yard on October 8th.

Milt Strachan,
Superintendent of Transportation

2014 Operations & Facilities Division Capital Budget- June 3rd, 2014		TOTAL APPROVED BUDGET	Budget Actuals as of October 31, 2014	Variance	Notes AGENDA ITEM #10.5
TRANSPORTATION					
Public Works Buildings/General Misc					
Public Works Small Equipment		C-310-9105-1471	\$5,000.00	\$5,000.00	
			\$5,000.00	\$0.00	\$5,000.00
					0.00%
Large Equipment & Vehicles					
Snow Plow Truck (1997) Replacement		C- 334-9244-1471	\$255,000.00	\$271.25	\$254,728.75
			\$255,000.00	\$271.25	\$254,728.75
					0.11%
Replace V134 - 1996 Ford 1/2 Ton Truck		C-333-9133-1471	\$32,000.00	\$0.00	\$32,000.00
					Approved by Council on March 24 net cost to Town \$ 31,906.88 Delivered on July 8
Replace V177 - 2001 Ford F250 Crew Cab Truck c/w 4 Wheel Drive		C-333-9133-1471	\$35,000.00	\$64,834.40	-\$29,834.40
			\$67,000.00	\$64,834.40	\$2,165.60
					96.77%
Williams Ave Sod Work		C-313-9259-1523	\$10,291.00		\$10,291.00
					Wagner Construction- to be completed by September 15, 2014
Huffman Residential Development (Curb & Gutter and Sod Work)		C-122-9282-1523	\$130,810.00		\$130,810.00
Third St E. from Crowe to Frenette - Replacement of 284 Meters		C-313-9285-1523	\$684,734.00	\$603,952.56	\$80,781.44
					Awarded to Tom Veert on May 12
Oakwood Road Surface Treatment - Double Lift (Dependant on Funding)		C313-9283-1523	\$44,877.00	\$69,578.84	-\$24,701.84
Frog Creek Road Surface Treatment (Dependant on Funding)		C-313-9268-1523	\$295,113.00	\$289,333.48	\$5,779.52
8th Street Surface Treatment from 216 meters Portage to Christie plus 87 meters near York Ave.					Tender Advertised on May 14, 2014 closing on June 10, 2014
		C-313-9246-1523	\$65,000.00	\$24,058.49	\$40,941.51
					Tender Advertised on May 14, 2014 closing on June 10, 2014
5th Street Surface Treatment from Portage Ave to Wright Ave (2nd Layer)		C-313-9212-1523	\$42,000.00	\$94,039.94	-\$52,039.94
Storm Sewer Upgrades		C-313-9287-1523	\$81,742.00	\$67,282.89	\$14,459.11
			\$1,354,567.00	\$1,148,246.20	\$206,320.80
					84.77%
Siaewalks					
Replacement Third St E from Crowe Ave to Frenette Ave		C-320-9285-1523	\$169,470.00	\$135,588.41	\$33,881.59
			\$169,470.00	\$135,588.41	\$33,881.59
					80.01%
Streetlight Pole Replacement					
Pole Replacement		C-345-9135-1471	\$5,000.00	\$14,477.35	-\$9,477.35
			\$5,000.00	\$14,477.35	-\$9,477.35
					Replacing 18 poles - phase 1 of Waterfront Walkway - Will go over budget in 2014
TOTAL TRANSPORTATION			\$1,856,037.00	\$1,363,417.61	\$492,619.39
					73.46%
PARKS & CEMETERIES					
Parks					
Small Equipment Replacement (Mowers & whipper snippers)		C-580-9105-1471	\$5,000.00	\$3,295.42	\$1,704.58
Trade-In 2002 445 JD Tractor Replace with X720 Tractor		C-580-9174-1471	\$12,500.00	\$9,666.20	\$2,833.80
					Delivered on May 2, 2014
Replace V145 - 1988 Super cab Truck		C-580-9133-1471	\$40,000.00	\$25,170.02	\$14,829.98
Waterfront Dock Repairs & Replacement		C-585-9108-1471	\$5,000.00		\$5,000.00
TOTAL PARKS & CEMETERIES			\$62,500.00	\$38,131.64	\$24,368.36
					61.01%
AIRPORT					
Electronic Runway Condition Reporting Equipment & Friction Tester		C-390-9288-1471	\$36,172.00		\$36,172.00
					Transport Canada approved & waiting for agreement execution
Front End Loader c/w Sweeper - ACAP Funding (Dependant on Funding)		C-390-9257-1471	\$225,000.00		\$225,000.00
TOTAL AIRPORT			\$261,172.00	\$0.00	\$261,172.00
					application submitted to Transport Canada as of May 2, 2014
					0.00%
WASTE MANAGEMENT SYSTEM					
Transfer Station Upgrades - Installation of 2 Stationary Compactors		C-351-9128-1471	\$218,275.00		\$218,275.00
			\$218,275.00	\$0.00	\$218,275.00
					Stewardship Ontario & Waste Diversion Ontario negotiating with Winnipeg MRFs- deferred to 2015 delay in the delivery of transformers
					0.00%
ENVIRONMENT					
Sanitary Sewer - Collection System					
Sanitary Sewer Tools & Equipment		C-410-9105-1471	\$12,000.00	\$1,158.03	\$10,841.97
Refurbishing Sanitary Manholes		C-410-9138-1523	\$156,658.00	\$7,641.89	\$149,016.11
Sanitary main Replacement Third St E from Crowe Ave to Frenette Ave		C-410-9285-1523	\$381,373.00	\$346,949.69	\$34,423.31
					Awarded to Tom Veert on May 12
Design for Infrastructure Renewal Project		C-410-9179-1523	\$37,500.00		\$37,500.00
			\$587,531.00	\$355,749.61	\$231,781.39
					Survey & Geotechnical work completed in the fall of 2015
					60.55%
Sewage Treatment Plant					
Misc Capital Upgrades		C-413-9105-1471	\$120,000.00	\$51,968.80	\$68,031.20
Honeywell Improvements & Parking Lot Lights		C-410-9280-0000	\$48,258.00		
			\$168,258.00	\$51,968.80	\$68,031.20
					30.89%
Water System					
Water Distribution System					
Miscellaneous Tools/Equipment		C-961-9105-1471	\$12,000.00	\$3,901.06	\$8,098.94
					Finalizing Elster water meter project from 2011
Design for Infrastructure Renewal Project		C-961-9179-1523	\$37,500.00		
Replacing Main Line Water Valves/Hydrants		C-961-9137-1523	\$181,391.00	\$15,230.69	
Water main Replacement Third St E from Crowe Ave to Frenette Ave		C-961-9285-1523	\$297,182.00	\$258,305.43	
			\$528,073.00	\$277,437.18	\$8,098.94
					Awarded to Tom Veert on May 12
Water Treatment Plant					
Misc Small Capital Equipment		C-965-9105-1471	\$60,000.00	\$14,809.29	\$45,190.71
Back-up Generator		C-965-9260-1471	\$300,000.00	\$28,330.02	\$271,669.98
			\$360,000.00	\$43,139.31	\$316,860.69
TOTAL ENVIRONMENT			\$1,643,862.00	\$728,294.90	\$624,772.22
					44.30%
Total O & F Budget			\$4,041,846.00	\$2,129,844.15	\$1,621,206.97
					52.69%

Aircraft Landings 2014
As of November 30, 2014 Statistics - Page 1/2

Month	Bearskin Flights				Bearskin Passengers				Government				Private				Med-I-vacs				International				Commercial				Totals				Variance	
	2014	2013	2012	2011	2014	2013	2012	2011	2014	2013	2012	2011	2014	2013	2012	2011	2014	2013	2012	2011	2014	2013	2012	2011	2014	2013	2012	2011	2014	2013	2012	2011		
January	79	79	90	93	311	306	447	354	0	0		0	5	11	4	3	41	33	41	44	2	2	3	5	67	40	50	45	194	165	188	190	29	
February	74	75	90	80	308	370	465	380	0	7	0	0	5	16	16	7	22	49	45	45	5	2	5	4	50	46	41	40	156	195	197	176	-39	
March	82	87	89	97	346	435	469	381	3	6	5	4	10	13	8	21	40	40	44	45	0	7	4	9	52	47	56	56	187	200	206	232	-13	
1/4 Total	235	241	269	270	965	1111	1381	1115	3	13	5	4	20	40	28	31	103	122	130	134	7	11	12	18	169	133	147	141	537	560	591	598	-23	
April	74	83	87	77	276	448	408	329	2	1	2	0	18	26	18	26	22	34	36	30	1	4	13	4	47	49	50	55	164	197	206	192	-33	
May	81	89	90	96	308	408	402	374	6	7	7	13	24	45	14	38	23	43	59	46	30	25	35	37	76	71	73	83	240	280	278	313	-40	
June	77	86	89	92	292	400	399	429	7	4	12	5	37	66	48	64	35	27	44	47	89	75	104	104	69	49	76	95	314	307	373	407	7	
1/2 Total	467	499	535	535	1841	2367	2590	2247	18	25	26	22	99	177	108	159	183	226	269	257	127	115	164	163	361	302	346	374	1255	1344	1448	1510	-89	
July	75	87	89	92	230	378	414	389	7	6	7	2	35	52	80	52	18	37	29	35	59	79	95	97	59	55	111	72	253	316	411	350	-63	
August	71	88	88	90	241	390	352	373	3	1	0	0	37	74	45	38	26	24	52	42	65	67	81	62	57	68	89	71	259	322	355	303	-63	
September	73	78	81	88	254	432	410	312	1	5	7	4	22	43	51	42	37	41	34	42	32	44	40	53	65	42	61	80	230	253	274	309	-23	
3/4 Total	686	752	793	805	2566	3567	3766	3321	29	37	40	28	193	346	284	291	264	328	384	376	283	305	380	375	542	467	607	597	1997	2235	2488	2472	-236	
October	76	92	87	88	309	398	432	371	3	0	11	5	24	28	22	36	42	35	37	61	12	12	9	19	51	57	73	72	208	224	239	281	-16	
November	80	85	78	93	286	309	361	492	3	3	2	2	8	7	13	9	28	32	44	46	3	6	5	4	39	39	53	52	161	172	195	206	-11	
December		69	67	78		216	248	325		0	1	0		2	7	4		26	28	39		0	4	6		34	54	46	0	131	161	173		-131
Total	842	998	1025	1064	3161	4490	4807	4509	35	40	54	35	225	383	326	340	334	421	493	522	298	323	398	404	632	597	787	767	2366	2762	3083	3132	-396	

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Fort Frances Airport- Page 2/2 - Fuel Sales - As of November 30, 2014																	
Fuel Sales Recap - 2014									2013	2012	2011	2010	2009	2008	2007	7 year	Variance 2014-2013
Month	100LL		Jet Trk		Jet Cab		Month	Year			per	per	per	per	per	Average	
	Liters	Total	Liters	Total	Liters	Total	Total	Total			month	month	Month	Month	month	2013 to 2007	per month
January	114	114	11,062	11,062	367	367	11,543	11,543	7,216	10,252	7,308	10,971	15,989	29,926	16,283	13,992	4,327
February	327	441	11,977	23,039	0	367	12,304	23,847	6,197	6,918	3,687	5,782	13,135	21,134	11,782	9,805	6,107
March	2,527	2,968	7,981	31,020	0	367	10,508	34,355	12,077	9,329	10,390	15,539	9,612	27,435	19,969	14,907	-1,569
April	508	3,476	7,869	38,889	0	367	8,377	42,732	4,453	8,251	5,294	24,825	10,676	22,466	28,609	14,939	3,924
May	1,555	5,031	28,198	67,087	0	367	29,753	72,485	18,350	21,891	19,790	25,375	24,033	30,287	47,258	26,712	11,403
June	5,479	10,510	25,310	92,397	0	367	30,789	103,274	22,786	23,537	25,723	27,768	22,395	35,995	40,736	28,420	8,003
July	3,628	14,138	10,813	103,210	0	367	14,441	117,715	19,232	32,650	19,124	30,455	24,925	33,390	44,875	29,236	-4,791
August	5,092	19,230	15,358	118,568	0	367	20,450	138,165	20,075	30,783	21,467	33,139	28,250	40,177	41,630	30,789	375
September	1,908	21,138	19,929	138,497	0	367	21,837	160,002	18,005	19,431	22,511	23,363	18,937	28,822	30,341	23,059	3,832
October	850	21,988	14,622	153,119	0	0	15,472	175,474	13,109	11,325	13,677	15,033	21,304	16,631	28,020	17,014	2,363
November	219	22,207	7,019	160,138	0	0	7,238	182,712	6,398	8,170	6,785	17,747	10,754	16,951	16,842	11,950	840
December							0	182,712	2,028	8,179	2,446	7,641	7,596	13,083	14,733	7,958	
Total	22,207		160,138		367		182,712		149,926	190,716	158,202	237,638	207,606	316,297	341,078	228,780	
							Jan to November		147,898	182,537	155,756	229,997	200,010	303,214	326,345	220,822	34,814
					182,712												
					34,814												
									Lowest month in last 7 years								
									Highest month in last 7 years								
									Highest month								
									lowest month								

Fort Frances Museum & Cultural Centre

259 Scott Street
Fort Frances, ON P9A 1G8
807 274-7891

Fax: 807 274-4103

www.fort-frances.com/museum

sgeorge@fort-frances.com

Now on Facebook!



Winter 2014

Currently featured in our main floor gallery and upper floor meeting room...

“We Remember Them”

If you haven't been in to see the exhibit, there is still time. Due to the exhibit's popularity and its importance to our community, we are holding it over the winter. Since the exhibit opened in September, we have expanded the war bride section and added well over 100 more veterans' stories... *and more are coming in every day!*

We have been asked: “At one point are you going to stop?”

It made us realize we cannot stop. If this information is not collected now, when? We are fortunate to have many of our veterans still active in our community, but we must acknowledge that there are many more who are gone. For the most part it is their children who are bringing in their stories, but they, too, are ageing. In another 10-15 years, who will remember?



If your family has someone who served in either the first or second world war, then their story should be included. Bring in what information you have along with a photo, and we will see that it goes up. We know there are

many stories still out there.

Call Sherry at 274-7891 for more information or stop by the museum to pick up a form. When the exhibit comes down, the museum intends to bind the results, so let's include as many of our local veterans as we can.

Take a trip down memory lane...

The Friends of the Museum 2015 Calendar is now ready for Christmas giving! Discover the rich history of Fort Frances through photos and facts.

Calendars, available at the Fort Frances Museum, From the Grind Up and the Christmas Store, are \$20 each. Supplies are limited so don't miss out on a unique and meaningful gift!



World War II Lecture Series

The Museum is pleased to offer an informal Lecture Series on World War II that includes maps and battle footage. Jim Curr, a high school history teacher, instructs the course and leads discussion. The course runs Wednesday evenings, 6:30-8:30 at the museum. We have taken a break leading up to Christmas, but lectures will resume on Jan 7th.

Cost is \$4 per person per evening, or \$7 per couple. Jim Curr has offered his services at no charge in memory of his father and his generation. Fees collected by the museum cover advertising.

Some visitor comments for this exhibit....

Very touching exhibit. —Oliver, Fort Frances

Absolutely wonderful. Thanks to anyone who helped put this display together. —Deschamps, Fort Frances *A great exhibit. —Laur, Fort Frances*

I just loved it. —Kerr, Fort Frances *Such an interesting exhibit to read. —Albanese, Fort Frances* Thank you! Wonderful display. —Mutchmor, Winnipeg

I enjoyed the local histories very much. —DeZwart, Vernon, BC *Excellent displays of our soldiers. —Fowler, Fort Frances*

Very moving. —Marsh, Winnipeg *Great job; the youth need to see this. —Ross, Fort Frances* *Cool, cool, cool. —London, ON*

Wonderful exhibit. —Callaghan, Fort Frances Really good. —Sinclair, Winnipeg *Delightful. Aksu, Toronto*

Very nice! —Martin, Gouad, TX *Great! Wonderful! —Laurence, Vancouver* *Excellent displays. —Pruys, Fort Frances*

A wonderful tribute to those who served. —Kowalchuk, Fort Frances *A great tribute. —Bynkoski, Fort Frances*

"Lest we forget" —Hazel, Fort Frances *Totally riveting to see our history like this!! A most moving exhibit. Thank you. —Dennis, Fort Frances*

Nice to see such respect and info for soldiers. —Miller, Crozier *Lots of work done so well. —Eisenhauer, Fort Frances*

Thank you for all your work in putting together this display. —DeBenedet, Fort Frances *Outstanding—we do remember them. —Miller, Fort Frances*

Awesome —C.Guimond, Winnipeg *Great display (a lot of effort went into it). —Miller, Fort Frances* *Wonderful Exhibit!! —Newman, Fort Frances*

On the evening of our Friends Fundraising Gala, we offered a trivia contest to guests. For fun, we're including the questions. Select from 'possible answers' below. Correct answers are on the back page.

World War Trivia Questions

Question 1

There was a recurring problem with early war-time aircraft that severely hindered a pilot's ability to manoeuvre when under attack. If the plane rolled, as they often did to avoid enemy fire, the engine would die. What feat of engineering fixed the problem?

Question 2

In World War II, the Fort Frances paper mill received a significant order that would aid the war effort. A crew of sixteen worked on the project. What was the order for?

Question 3

With so many young, unattached men in Europe, it was inevitable that 'guy would meet girl', the love-bug would bite, and they would hook up. Approximately how many war brides came to Canada immediately following World War II?

Question 4

How much did it cost the Department of National Defense to move war brides and their young children following WWII? Consider travel within their homeland, ocean transportation, train fares, berth and meals across Canada.

Question 5

During World War I, Canada's primary general quickly gained a lot of respect. He was valued by his peers for his well thought-out and detailed planning. But his greatest contribution was to minimize, wherever possible, the impact of war on his troops.

Question 6

The 141st Bull Moose Battalion was organized by our own Dr. McKenzie. As colonel and commanding officer, he would take his battalion overseas. Where in town was his headquarters located?

Question 7

To ensure the success of D-Day, it was important to keep secret the exact location of the landing. Besides the many false messages broadcast over radio, there were numerous other large-scale deceptions leading up to D-Day. Name one.

Question 8

When Canada announced the start of World War I, how many regular soldiers did our country have?

Question 9

Twenty-five years later, it's war again. At the announcement of World War II, how many regular soldiers did Canada have?

Question 10

Who was the first resident of Fort Frances to give his life in World War II?



Possible Answers

Shevlin Yard \$760 Fold-up and collapsible 25-lb guns 4,000 antifreeze Arthur Currie
 counter-intelligence documents Pocket-size New Testament Bibles 8,000 \$520 WD40
 John Townshend 15,000 Leonard Murray 48,000 gun mounts David C McKenzie 3100
 Fuel injection \$140 Full-size inflatable tanks & ships Frederick Johnson Lester Pearson
 West of Rainycrest Shredded aluminum foil dropped from planes to 'foil' German radar 32,000

**This year's
Fall Fundraising Gala
was an unequivocal success!
Thanks, everyone, for your
help & support!**





Pictured here are two wartime artefacts that have been recently donated to the museum by Christina Stoessinger.

On the left is a World War I Christmas card showing the flags of Britain, France, Russia and Italy, with the Belgium flag — origin of the piece — below and left. The centre of the card is embroidered linen, while the framing is raised vellum displaying grapevines.

On the back... *Merry Christmas to you all... a happy & prosperous New Year*: Signature is unclear. Postmarked *Somewhere in Belgium, Xmas 1915*.

The piece on the right is an invalid cup. Made in Germany, it is gold trimmed and features the Red Cross logo.



Most of us are aware that during wartime the Red Cross treated soldiers injured in battle, aiding military medical services. What is less known is that the International Committee of the Red Cross, through its International Prisoner-of-War Agency, was the main support for prisoners. By the end of World War I, the Agency had transferred approximately 20 million letters and messages, 1.9 million parcels, and around 18 million Swiss francs in donations to POWs of all countries. Furthermore, due to the Agency's intervention, about 200,000 prisoners were exchanged between the warring parties. The agency also became instrumental in the humane treatment of prisoners; the agency conducted on-site visits to well over 2000 prisons.

Calendar of Events

- Currently thru winter - 'We Remember Them' features our local veterans.
- WWII Lecture Series: Wednesdays beginning January 7, 6:30-8:30
- Probably March break - SnOasis!
- Next summer: 50th Anniversary of the Opening of the Noden Causeway
- Fall: The Artistry of Hooked Rugs
- Genealogy Group meets every 2nd Wednesday at 4:30 p.m.
- Writers Group meets every 2nd Wednesday at 6:30 p.m.

Off-season hours: Tues thru Sat, 11 a.m. until 4 p.m. Admission by donation.

Closed for holidays: Dec 21-Jan 4.

1: Fuel injection, so that when planes rolled, gravity would not interfere with gas getting to the engine.
2: Gun mounts and sites for Canadian Corvettes were produced in the paper mill machine room on two shifts – 4-12 and 12-8. Dayshift employees could continue with their regular duties.
3: 48,000 brides, many with small children. Number including children: 61,344.
4: \$140.29 per person.
5: Sir Arthur Currie.
6: At the museum. If you look closely at the photo on our trivia page, you will see the museum in the background.
7: Full-size inflatable tanks and ships. Or, clouds of shredded aluminum foil dropped from planes to 'foil' German radar. There were also fold-up and collapsible 25-lb guns.
8: 3100.
9: 4000.
10: John Townshend. A torpedo struck the S.S. Neriss, a transport ship carrying military personnel into war. 75 lives were lost including Captain Townshend.

Answers

Statistics Canada Report - TOWN OF FORT FRANCES

Statistics Canada Report - TOWN OF FORT FRANCES Reporting Period:11-01-2014 - 11-30-2014

Municipality		Fort Frances				
Permit					Units	Value
RollNo	Owner	Contractors	Property Address	Work Descriptiton	/ Area	
2014-108	NUSSBAUMER ANDREE GABRIEL	Jeremy Nussbaumer	415 THIRD ST E	Constructing a 16 carport addition to the rear of the structure and installing 27 solarpanels on rear roof.		\$30,000.00
	415 THIRD STREET EAST FORT FRANCES P9A 1R4	200 SIXTH STREET WEST FORT FRANCES P9A 3E4				
59-12-020-004-03000-0000			Legal Description: PLAN SM2 BLK 2 LOT 9 PCL BLK;2-9-1	Stat's Canada Codes Building: 110 Work: 02	1 27.499	
2014-109	KOLYNCHUK MARY LOUISE	Kevin Anderson	433 CHURCH ST	Construct a new accessibility ramp at the front of the existing dwelling		\$5,000.00
	433 CHURCH ST FORT FRANCES ON P9A 1E3	RR#1 FORT FRANCES P9A 3M2				
59-12-020-001-06900-0000		(807) 274 4923	Legal Description: PLAN ALB PT LOT 247 PCL;247-1	Stat's Canada Codes Building: 110 Work: 02	1 21	
2014-110	VISSER PAUL HAROLD	VISSER PAUL HAROLD	511 VICTORIA AVE	Construct a 24' x 6' 1/2" Covered Front entry porch - Already Completed		\$1,000.00
	511 VICTORIA AVE FORT FRANCES ON P9A 2C5	511 VICTORIA AVE FORT FRANCES ON P9A 2C5				
59-12-020-002-13400-0000			Legal Description: PLAN M70 BLK 3 S PT LOT 1 N;PT LOT 2 PCL BLK 3-1-4	Stat's Canada Codes Building: 110 Work: 02	1 12.9	
2014-111	WITHERSPOON GLENN REGINAL	RYAN MASON	1115 NELSON ST	Construct a new roof over the existing roof to alleviate a leaking valley		\$8,000.00
	1115 NELSON ST FORT FRANCES ON P9A 1C3					
59-12-030-006-00300-0000			Legal Description: PLAN SM28 LOT 81 TO 84;PCL11777	Stat's Canada Codes Building: 110 Work: 03	1	

2014-112	HERDMAN ELIZABETH 609 THIRD ST W FORT FRANCES ON P9A 3B3	ELIZABETH HERDMAN 609 THIRD ST W FORT FRANCES ON	609 THIRD ST W	Erect an approved 12 x 20 fabrick covered shelter	\$500.00
59-12-010-004-07400-0000		(807) 274 3838	P9A 3B3	Legal Description: PLAN SM166 LOT 8 PCL 18518	Stat's Canada Codes Building: 450 22.30 Work: 01
2014-113	LITTLE DARRYL JAMES 418 FIRST ST E FORT FRANCES ON P9A 1K8	LITTLE DARRYL JAMES 418 FIRST ST E FORT FRANCES ON	418 FIRST ST E	Construct a new 16 x 16 accessory use building - Construction completed previously	\$5,000.00
59-12-020-004-00400-0000		(807) 274 4797	P9A 1K8	Legal Description: PLAN M69 BLK 2 LOT 28 PCL;BLK 2- 28-1	Stat's Canada Codes Building: 450 23.78 Work: 01
Sum			Summary (6 detail records)	6	\$49,500.00
Grand Total			Summary (6 detail records)	6	\$49,500.00