

# TOWN OF FORT FRANCES

## Operations and Facilities Executive Committee

### AGENDA - October 4, 2017, 8:00 AM

#### MEETING - Civic Centre

Session #013

	Page
1. <b><u>Call to Order</u></b>	
2. <b><u>Disclosure of pecuniary interest and the general nature thereof</u></b>	
3. <b><u>Approval of Previous Committee Minutes</u></b>	
3.1 Minutes from the previous meeting on September 6, 2017.	3 - 4
4. <b><u>Non-agenda Items</u></b>	
5. <b><u>Items Referred from Council</u></b>	
5.1 Request from C. Gagne - re: Installation of Additional Stop Signs at Minnie Avenue and Fifth Street East.	5 - 7
5.2 Request Dated September 8, 2017 from the Royal Canadian Legion - Maintenance Services for the Lane along the Legion	8 - 9
5.3 Letter Dated September 14, 2017 from Tom Veert Contracting re: Street Lighting	10 - 14
5.4 Discussion of Budget Requests	15 - 19
5.5 Verbal - Cross Walk between Municipal Parking Lot and the Fort Frances Legion	20
6. <b><u>New Business</u></b>	
6.1 Co-op Agreement for the Provision of Propane at the Fort Frances Airport	21 - 29
6.2 Participant Agreement with Her Majesty the Queen in the Right of Ontario for the Supply of Orthophotography.	30 - 51
6.3 Airport Facility Lease Renewal - CBRE Maintenance Garage Bay - November 1, 2017 to March 31, 2018.	52 - 59
6.4 Airport Property Land Lease Private Aircraft Hangers	60 - 63
6.5 August 2017 Drinking Water Systems Monthly Summary Report	64 - 71

	Page
<b>7.     <u>Information</u></b>	
7.1     Fort Frances Wastewater Treatment Facility August 2017 Monthly Report	72 - 78
7.2     Operations and Facilities Division - Public Works Area - Operations Statistics July 2017	79 - 82
7.3     Operations and Facilities Division - Public Works Area - Operations Statistics August 2017	83 - 86
7.4     Operations and Facilities Division - Environmental Area - Operations Statistics July 2017	87 - 90
7.5     Operations and Facilities Division - Environmental Area - Operations Statistics August 2017	91 - 94
7.6     2017 Tonnage at Landfill Site - updated September 28, 2017	95
7.7     Sewer & Water Data for 2017 - updated September 28, 2017	96
<b>8.     <u>Adjourn / Next Meeting Date</u></b>	

## TOWN OF FORT FRANCES

### MINUTES

SESSION NO. #012

September 6, 2017

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on September 6, 2017 from 8:00 a.m. to 8:46 a.m.

PRESENT: Paul Ryan, Chairperson, Ken Perry, June Caul, Doug Brown, CAO and Travis Rob.

ALSO PRESENT: Mayor Roy Avis

#### **1. Call to Order**

1.1 The meeting was called to order at 8:02 a.m.

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

2.1 None

#### **3. Approval of Previous Committee Minutes**

3.1 Minutes from the previous meeting of this Committee on August 9, 2017 - the minutes from the previous meeting were approved as circulated.

#### **4. Non-agenda Items**

4.1 None

#### **5. Items Referred from Council**

5.1 Request dated June 19, 2017 to rename Colonization Road within the Town of Fort Frances - the information presented on the impact to the Operations and Facilities Division was accepted as presented and passed forward to the Planning and Development Executive Committee.

#### **6. New Business**

6.1 July 2017 Drinking Water Systems Monthly Summary Report - the July Monthly Summary was accepted as presented.

6.2 Award of Tender 17-OF-11 - Purchase of New Wheeled Excavator - the recommendation to award the purchase to Nortrax Canada was approved.

## **7. Information**

- 7.1 Sewer and Water Data for 2017 - updated August 31, 2017 - the administration report was reviewed and will be forwarded to Council as information only. No action required.
- 7.2 2017 Tonnage at the Landfill Site - updated August 31, 2017 - the tonnage spreadsheet was reviewed and will be forwarded to Council as information only. No action required.
- 7.3 Airport Statistics for July and August 2017 - the Airport Statistics were reviewed and will be forwarded to Council as information only. No action required,
- 7.4 Operations and Facilities Division - Public Works Area - Operations Statistics - May 2017 - the Public Works Operations Statistics for May 2017 were reviewed and will be forwarded to Council as information only. No action required.
- 7.5 Operations and Facilities Division - Public Works Area - Operations Statistics - June 2017 - the Public Works Operations Statistics for June 2017 were reviewed and will be forwarded to Council as information only. No action required.

## **8. Adjourn / Next Meeting Date**

The meeting adjourned at 8:46 a.m.

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Executive Committee Chair

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T. Rob, Manager of Operations & Facilities

October 4, 2017

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Request received August 17, 2017 from C. Gagne RE: Installation of additional Stop signs at Minnie Avenue and Fifth Street East.**

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At the September 11, 2017 meeting of Council, a letter from Ms. C. Gagne was referred to the Operations and Facilities Executive Committee with input from the Traffic Safety Committee requesting the installation of additional stop signs at the intersection of Minnie Avenue and Fifth Street East.

Currently this intersection is a three-leg intersection with a stop sign on Minnie Avenue and the Fifth Street traffic, being the through traffic, is uncontrolled. Please see attached report from Milt Strachan Transportation Superintendent/ Secretary of the Traffic Safety Committee with the recommendation of the Traffic Safety Committee.

Administration agrees with the recommendation of the Traffic Safety Committee that the request to install additional stop signs at the intersection of Minnie Avenue and Fifth Street East be denied and further that a letter be sent from Council to the Police Service Board requesting additional patrols in this area to address the concern of speeding vehicles.

Respectfully Submitted



Travis Rob, EIT

**Council approval of this report will ensure the following:**

- 1. That Council agrees with the recommendation of the Traffic Safety Committee that the request to install additional stop signs at the intersection of Minnie Avenue and Fifth Street East be denied and**
- 2. That a letter be sent from Council to the Police Service Board requesting additional patrols in this area to address the concern of speeding vehicles.**

Manager of Operations and Facilities

Document1

September 26, 2017

Report To: Travis Rob, Manager of Operations and Facilities

From: Milt Strachan, Transportation Superintendent

Re: Request to have "Stop" Signs Erected at Fifth Street East and Minnie Avenue

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The Traffic Safety Committee, consisting of Rick Wiedenhoeft and Milt Strachan, met at the Public Works Office on Friday September 22, 2017 at 10:30 a.m. to discuss the letter forwarded to Mayor and Council from Mrs. Cynde Gagne.

Rick rides his bike through this area on most evenings during the summer months and has not recognized vehicles speeding as being a concern during those times. He has witnessed that there is frequently children playing basketball, and other activities on the roadway.

I have monitored this area in my travels as Transportation Superintendent and have not witnessed any vehicles travelling at excessive speeds. This intersection at Fifth Street East and Minnie Avenue has three way traffic and there is already a stop sign for north bound traffic on Minnie Avenue.

We reviewed the most recent traffic accident update on our GIS system from 2009, 2010 and 2011 and there were no traffic accidents in this area at that time. Rick sits on the Police Services Board and suggested that perhaps a request through that Board could result in the OPP watching this area during their routines to assess if they see a problem with speeding vehicles.

It is the recommendation of the Traffic Safety Committee that no changes be made to the intersection at Fifth Street East and Minnie Avenue at this time.

Milt Strachan  
Transportation Superintendent



This is an aerial map of a residential area, likely in a city, showing property lines, lot numbers, and street names. The map is oriented with North at the top. The streets shown include Bente Boulevard, Elizabeth St East, Fifth Street East, Fourth Street East, Third Street East, and Williams Avenue. The map is divided into numerous lots, each labeled with a number. Some lots are highlighted with red circles, and some are marked with red crosses. The map also shows various points of interest, such as FP0072, S04029, GP0221, and others. The map is a detailed representation of the area, showing the layout of the streets and the distribution of the lots.



October 4, 2017

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Request Dated September 8, 2017 from the Royal Canadian Legion – Maintenance Services for the lane along the Legion**

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On September 8, 2017 Council received a letter from the Royal Canadian Legion requesting for the Town to maintain the lane beside their building. This lane is on Legion property and forms part of their access for deliveries as well as access to their parking at the rear of their building and a fire lane for the Fire Department use. According to the Legion, in the Past the Town has graded, added gravel and even completed snow removal of this area, however there was never a formal agreement to complete this work.

In the letter, the Legion states that this lane is marked as a pedestrian walkway to access the Downtown businesses from those parked in the Municipal Lot on the south side of Church Street. This is not a true statement, this lane is used by those parking in the municipal lot because of convenience, it is not the route that the Town has established. Further the lane is totally on private Legion property and there a need to ensure that any liabilities for damages would be taken care of on the case of either party.

Currently the Town does not plow the snow or maintain any private lanes, parking lots or routes of access. Given that the alley is on private property, it is the recommendation of Administration, that the Town does not take over the maintenance of this alley.

Respectfully Submitted



Travis Rob, EIT

**Council approval of this report will ensure that the recommendation by the Fort Frances Legion, to take over the maintenance of lane on private property to the east of their building on Church Street be denied.**

Manager of Operations and Facilities

2017OctLegionRequestLaneMaintenance





FORT FRANCES BRANCH 29, MANITOBA AND NORTHWESTERN  
ONTARIO COMMAND

The Royal Canadian Legion

Box 819, 250 Church Street

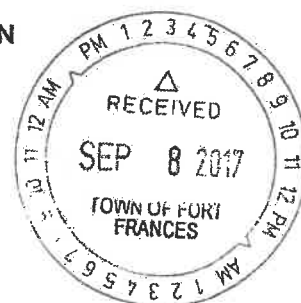
Fort Frances, ON

P9A 3N1

Office Phone 807-274-0129 Lounge Phone 807-274-5462

Kitchen Phone 807-274-3772 Fax # 807-274-6740

e-mail: rcl29@bellnet.ca



Comrade Ray Watson  
PRESIDENT

Veronica Davis  
OFFICE MANAGER

September 8, 2017

Dear Mayor Avis and Council,

Due to the increased traffic volume in the alley running alongside of our building (due to closure of back alley running from Portage Ave to Church St.), we would like you to take over care and maintenance of the alley.

It is deteriorating at a rapid pace due to the volume of traffic and is becoming unsafe. We have limited funds available for that kind of maintenance.

As well this alley was marked and used as a fire lane. The alley was also marked as a walk way to provided access from the municipal parking lot on Church Street to the downtown business area.

Thank you for your consideration on this matter and hope it can be resolved to the satisfaction of both parties

Sincerely,

Ray Watson  
President, Royal Canadian Legion Branch 29

October 4, 2017

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Letter Dated September 14, 2017 from Tom Veert Contracting RE: Street Lighting**

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On September 29, 2017 Council received a letter from Duane Loveday of Tom Veert Contracting requesting the installation of three street light fixtures along the frontage of the Tom Veert property on Eighth Street West.

Currently the Town has a light fixture and photo cell at the corner of Eighth Street and McIrvine Road, and the request was for lighting to be installed starting approximately 279m east of McIrvine Road down Eight Street. Given the Town has the infrastructure at the corner, there would be wiring strung from McIrvine Road to the start of the lighting at the Veert property. Given this, consideration should be given to adding additional lighting to light the entire way from McIrvine Road as this would only be an additional 2 fixtures.

At this point in the year, it is the recommendation of Administration that the request to add street lighting to Eight Street West from McIrvine Road to approximately 511m easterly be referred to the 2018 Capital Budget.

Respectfully Submitted



Travis Rob, EIT

<p><b>Council approval of this report will ensure that the request to add street lighting to Eight Street West from McIrvine Road to approximately 511m easterly be referred to the 2018 Capital Budget</b></p>
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Manager of Operations and Facilities

2017OctTomVeertStreetLightRequest

P.O. Box 417,  
Fort Frances, ON  
P9A 3M7



Toll Free: 1-877-724-9694  
Direct Line: 807-275-9600  
Fax: 807-274-6070

September 14, 2017



To Mayor and Fort Frances Town Council,

**RE: Request For Lighting on 8<sup>th</sup> Street**

As per the above, on behalf of Tom Veert and Tom Veert Contracting Ltd., I am writing to express our concern for the safety of Tom Veert Contracting and the public at large, as well as the protection of Tom Veert Contracting property and the personal property of our employees.

In the past few years, Tom Veert Contracting Ltd. has grown into one of the largest employers in Fort Frances employing over 150 people, most of whom are locals. Operations go night and day, seven days a week. With this growth comes a higher level of safety and protection of equipment, vehicles and valuable items. With vehicles and trucks coming in and out at all times of the night and day brings a higher risk to the people walking, riding, running or driving on 8<sup>th</sup> Street especially in the dark hours.

In regards to all of this, we are requesting that the Town of Fort Frances supply and install three street lights on the 801 section of 8<sup>th</sup> Street to assist the effort of Safety, Security and Public Protection.

We believe that the Mayor and Fort Frances Town Council has the best interest of Safety in mind and we are sure you will make the right decision.

...2

-2-

If you have any questions or concerns, please do not hesitate to contact me at 807-276-3713 or [duaneloveday@tomveert.com](mailto:duaneloveday@tomveert.com).

Thank you

Sincerely,

Duane Loveday  
General Manager  
Tom Veert Contracting Ltd.

DL/cv 

Reviewed by Tom Veert:



Date: September 14, 2017



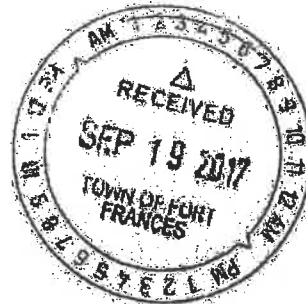








September 19, 2017



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

Attention: Mayor Avis and Council

Dear Mayor Avis and Council:

RE: Road Upgrade - Elizabeth St. West and York Avenue N. (Fifth St. W to Sixth St. W)

On July 03, 2003 I sent the enclosed letter with attachments addressed to the Town of Fort Frances regarding road upgrades. On October 05, 2004, I made an inquiry as to the status of it, as I had not heard from anyone and I was told to contact Mr. Strachan which I did by telephone. He told me to send him a copy of the letter that was sent to the town, which I faxed to him on October 05, 2004 with attachments, a copy of which is enclosed herein. To this date, my letter and fax have not been addressed, nor has the issue of road upgrade.

Over the years, I have been asked by my neighbors about the petition that was signed and why the town hasn't upgraded our roads. I had no answer for them but today I decided to again ask for our roads to be upgraded and included in the 2018 budget.

Therefore, we ask that our petition be a top priority for the 2018 road budget. We are disappointed that the north end district of town does not receive the attention that other areas of town have been receiving.

We look forward to hearing from you.

Yours very truly,

AMY R. MARCHUK  
240 Elizabeth St. West  
Fort Frances, Ontario  
P9A 3E1  
(807) 274-6791

**FAX COVER LETTER**

**OUR FAX # 274-5758**

**FAXED**

**DATE:** October 5, 2004

**TO:** Town of Fort Frances

**ATTN:** Milton Strachan

**FAX #** 807-274-7360

**ORIGINALS TO BE SENT:** No

**TRANSMITTED BY:** Amy Marchuk

**NO. OF PAGES:** 4 (includes fax cover letter)

**IF YOU DO NOT RECEIVE ALL THE PAGES CALL (807) 274-8525**

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Dear Mr. Strachan:

**RE: ELIZABETH STREET WEST and YORK AVENUE (Fifth St. W. to Sixth St. W.)**

As per our discussion of today's date, I enclose herewith a copy of the letter and petition signed by my neighbours that was sent to the Town on July 03, 2003 with regard to road upgrades to the above mentioned streets.

You may contact me at my place of work at 274-8525. I look forward to hearing from you.

Yours very truly,

  
Amy R. Marchuk



July 3, 2003

COPY

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

Attention: Mayor Glenn Witherspoon and Council

Dear Mr. Mayor and Council:

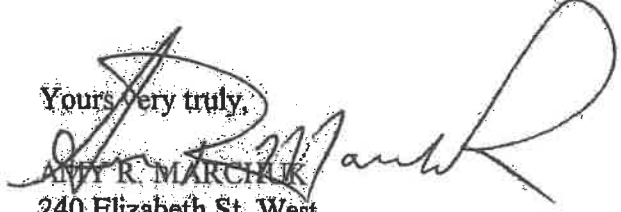
RE: Road Upgrade - Elizabeth St. West and York Avenue N. (Fifth St. W to Sixth St. W)

On behalf of the residents living on the above mentioned streets I enclose herewith our petition to the Town for road upgrades. Our roads need to be curbed and guttered. The Town has been filling our potholes on an almost weekly basis and this is no longer acceptable to the residents.

Although it is too late to be included in this year's budget, we ask that our petition be a top priority for the 2004 road budget. We are disappointed that the north end district of town does not receive the attention that other areas of town have been receiving.

We look forward to hearing from you.

Yours very truly,

  
AMY R. MARCHUK  
240 Elizabeth St. West  
Fort Frances, Ontario  
P9A 3E1  
(807) 274-6791

TO: The Town of Fort Frances - Public Works Department

FROM: Tax Payers (Elizabeth St. West/York Avenue N. (Fifth St. W to Sixth St. W.)

RE: Road Upgrade

Please include the aforementioned streets in the 2003 Capital Budget for upgrades to curb and gutter.

DATE	TAX PAYER AND ADDRESS	PHONE #
June 3	Laurelle Anderson 249 Elizabeth W.	274-4721
June 3	Robert & Emma Bohnd 247 ELIZABETH ST. W.	274-6228
June 3	James Woodall 241 Elizabeth St. W.	274-6444
June 3	Ron Sinclair 233 Elizabeth St. W.	274-6282
June 3	Connie Sinclair 233 Elizabeth St. W.	274-6282
11	Les Sherski 231 ELIZABETH ST. W.	274-3305
June 3	Antonia Duran 231 Elizabeth St.	274-3306
June 3	Theresa Pocock 219 Elizabeth St. W.	274-5211
June 3	Lynne Brault 925 Cornwall Ave N	274-4852
June 3	Wade McLeod 935 Cornwall Ave	274-5904
June 3	Geri & Richard Pearson 220 Elizabeth W.	274-9214
June 3	Robert T. Ferren 220 Elizabeth St. W.	274-9216
June 3	Beverly Brundage 226 Elizabeth	274-9502
June 3	Rena Black 230 Elizabeth	274-9161
June 3	William Kistner 213 ELIZABETH ST. W.	274-7128
June 3	Anne Derksen 213 ELIZABETH ST. W.	11
June 4	Zylo Sinclair 225 Elizabeth W.	274-6454
June 4	Kathy Jone 234 Elizabeth St. W.	274-7146
June 4	Elizabeth McPhee 214 Elizabeth St. W.	274-5781

TO: The Town of Fort Frances - Public Works Department

FROM: Tax Payers (Elizabeth St, West/York Avenue N, (Fifth St. W to Sixth St. W.)

RE: Road Upgrade

Please include the aforementioned streets in the 2003 Capital Budget for upgrades to curb and gutter.

DATE	TAX PAYER AND ADDRESS	PHONE #
June 04	J Terry M/Pe 244 Elizabeth St W	274-5781
June 04	Therese 236 Elizabeth St W.	274-7241
June 12	Karen Laine 241 6th St. W	274-2630
June 11	Mary Deschamps 301 Sixth St. W	274-2630
June 11	Bernard Deschamps 301 Sixth St. W	274-2630
June 12	Margaret Laine 241 6th St. W	274-2630
June 12	Eric Deschamps 300th St. W	274-7258
June 19	Paul Deschamps 909 Portage Elizabeth St W	274-2877
June 15	John Deschamps 190 ELIZABETH	274-7382
June 15	Don Marshall 240 Elizabeth St. W	274-6791
June 15	Angie R Marshall 240 Elizabeth St. W	274-6791



FORT FRANCES BRANCH 29, MANITOBA AND NORTHWESTERN  
ONTARIO COMMAND

*The Royal Canadian Legion*  
Box 819, 250 Church Street  
Fort Frances, ON  
P9A 3N1

Office Phone 807-274-0129 Lounge Phone 807-274-6462  
Kitchen Phone 807-274-3772 Fax # 807-274-6740  
e-mail: rcl29@bellnet.ca



Comrade Ray Watson  
PRESIDENT

September 20, 2017

To Mayor and Council Town of Fort Frances

Regarding the cross walk between the Municipal parking lot and the Fort Frances Legion Branch 29.

We feel that since this cross walk is being used by seniors, as well as other citizens, some of whom use canes, wheel chairs and walkers crossing from the parking lot to access the Legion and Scott Street. It needs to be upgraded and made more visible to vehicular traffic to ensure their safety.

There have been many incidents witnessed by both members, staff of the Legion and private citizens of persons almost being hit by a vehicle that did not see the sign hanging over the cross walk. Safety has become an issue since the road was repaved and the cross walk symbols and hash marks were not repainted on the road and the sign is no longer illuminated.

The cross walk needs to be made more visible and removing parking spots as suggested in the email (dated September 13, 2017) from your administration is not the answer. Safety for the citizens of Fort Frances should be the primary concern of the town administration, not what the Ontario Traffic Manual-Pedestrian Crossing minimum requirements says. When, not if, someone gets injured while crossing from the Municipal parking lot, it will be too late to address this issue.

Sincerely,

Ray Watson,  
President Fort Frances Royal Canadian Legion Branch 29



October 4, 2017

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Co-Op Agreement for the provision of Propane at the Fort Frances Airport**

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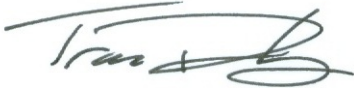
The Town of Fort Frances has utilized Superior Propane to service the Fort Frances Airport for propane to heat the Maintenance Garage for several years. Attached you will find a report from Tom Batiuk, Airport Supervisor outlining a new delivery option that has been proposed to the Town at a substantial reduction in costs.

By enrolling in the Co-Op program the Town will benefit from a reduced commodity cost as well as a reduction in addition fees charged, plus annually the Town will receive a Co-Op dividend as a benefit of being a member. Energy Tech Co-Op has numerous other customers to the east and west of the Town of Fort Frances and are in Town regularly so being able to get fuel is not suspected to be an issue.

To enroll into the program, the Town needs to enter in to a Propane Supply and Equipment Agreement which will only bind the Town to a duration of its choosing and is renewable on one-year terms after expiry. This agreement waives tank rental and delivery fees and can be terminated upon 7 days notice by either party.

It is the recommendation of Administration that the Town enter into a 2 year Propane Supply and Delivery agreement with Energy Tech Services Co-Op for propane supply at the Fort Frances Airport Maintenance Garage.

Respectfully Submitted



Travis Rob, EIT

**Council approval of this report will ensure that the Town enter into a 2 year Propane Supply and Delivery agreement with Energy Tech Services Co-Op for propane supply at the Fort Frances Airport Maintenance Garage.**

Manager of Operations and Facilities

2017OctAirportPropaneCoOp

## PROPANE SUPPLY AND EQUIPMENT AGREEMENT

This agreement is made effective the

day of

### BETWEEN:

(the "Vendor") (Full legal name of Co-op)  
having its principal place of business at

(Full address of Co-op)

(Postal Code)

AND

(the "Customer")

(Full legal name of Customer) (If individual(s), given name, second name, surname)

(Full address of Customer)

(Postal Code)

- 1 **SUPPLY OF PROPANE.** The Vendor agrees to supply to the Customer and the Customer agrees to buy exclusively from the Vendor all of its propane requirements used on the Customer's premises (the "Premises"). The Customer agrees to pay for the propane at the price set by the Vendor from time to time plus all applicable federal and provincial taxes.
- 2 **PAYMENT.** The Vendor's statements are due when rendered. For customers purchasing on credit, if the Vendor believes that the Customer's circumstances warrant it, the Vendor may require the Customer to pay for future deliveries of propane either in advance or at the time of delivery.
- 3 **ORDERING AND DELIVERY.** Although from time to time the Vendor fills the Customer's tank while making other deliveries in the area, the Vendor does not assume any responsibility for monitoring the level of propane in the Customer's tank. The Customer remains responsible at all times to promptly notify the Vendor whenever the visual gauge indicates 30% in the tank to ensure delivery before the tank is empty.
- 4 **LEASE OF EQUIPMENT.** The Vendor agrees to lease to the Customer the propane storage equipment described below (the "Equipment") to use on the Premises to store propane supplied by the Vendor:  
Type or Kind of Equipment      Model      Serial No.

The Customer authorizes the Vendor to complete the description of the Equipment at a later date or to amend the description from time to time when Equipment is changed or substituted.

- 5 **TERM.** The initial term of this agreement begins on (the "Commencement Date")  
The initial term ends on (the "Expiry Date"). The agreement, as amended from time to time, will be renewed automatically after the expiry of the initial term for successive one-year terms.

- 6 ~~The Rental Fee (the "Rent") is \$ \_\_\_\_\_ per year for the initial term, subject to adjustments as set out below, plus all applicable federal and provincial taxes. The Vendor may adjust the Rent on each anniversary of the effective date of this agreement in accordance with prevailing market rentals for similar equipment. The Customer has 10 days after it receives notice of an increase in the Rent in its regular statement to terminate this agreement by written notice to the Vendor. The Rent is due in advance on the first day of the first month in each year of the initial term and renewal terms without setoff or deduction.~~

- 7 ~~INSTALLATION COSTS. The Customer agrees to pay the Vendor the costs of installing the Equipment.~~

- 8 **LOCATION OF EQUIPMENT.** The Equipment is located at the customer's civic address shown above; the legal description of which is:
- 9 **OWNERSHIP OF EQUIPMENT.** The Equipment remains the property of the Vendor at all times and may be removed by the Vendor at any time after termination of this lease, or as otherwise provided in this lease. The Customer will keep the Equipment free and clear of all claims, liens and encumbrances. The Customer will indemnify the Vendor against all claims and liens of the Customer's creditors and any entity claiming through the Customer.
- 10 **MAINTENANCE AND REPAIRS.** Upon notice by the Customer, the Vendor will keep the Equipment in good working order and condition and make all necessary adjustments, repairs and replacements, arising from ordinary use and reasonable wear and tear. The Customer must immediately notify the Vendor of the improper functioning of the Equipment.

- 11 **DAMAGE TO EQUIPMENT.** The Customer bears the full risk and responsibility for any loss, destruction or damage occurring to the Equipment however caused, including without limitation, any loss, destruction or damage arising out of any breach of this agreement by the Customer or arising from the acts or omissions, negligent or otherwise, of the Customer, or its employees, agents, contractors, customers or third parties. In the case of any loss, destruction or damage, the Vendor will repair or replace the Equipment at the Customer's expense.
- 12 **INSURANCE.** The Customer agrees to obtain and maintain in place all-risk property insurance on the Equipment located on the Premises to its full replacement value.
- 13 **LIABILITY AND INDEMNITY.** The Customer assumes and indemnifies the Vendor against all risks and liability for personal injury or death and for loss or damage to property of the Customer or others, arising from any breach of this agreement by the Customer or from the negligent acts or omissions of the Customer or its employees, agents, contractors, customers or from the acts of third parties.
- 14 **ACCESS.** The Vendor's employees and agents are authorized to enter the Premises or any building on the Premises where the Equipment may be found to view the state of the Equipment, to make repairs to it, to retake possession of the Equipment, and for all proper purposes in connection with the Equipment.
- 15 **TERMINATION.** Either party may terminate this agreement at the expiration of the initial term or any renewal term by giving not less than 7 days' prior written notice to the other party.
- 16 **RIGHT OF FIRST REFUSAL.** If the Customer gives notice of termination as a result of having received a bona fide offer from a third party to supply the Customer's propane requirements at a price lower than that being charged by the Vendor, the customer shall provide details to the Vendor in writing immediately. The Vendor shall have the right, if it so chooses to exercise that right, to supply the Customer's propane requirements at the price offered by the third party.
- 17 **EVENTS OF DEFAULT.** The Customer will be in default under this agreement and the unpaid balance of any obligation, indebtedness or liability arising under this agreement will become immediately due and payable at the Vendor's option, if any of the following events occur:  
a) the Customer fails to pay any amount due or to perform any obligation under this agreement;  
b) the Customer attempts to move, remove, sell, transfer, encumber, assign or sublet (except as expressly permitted by the provisions of this agreement) the Equipment or the Premises;  
c) ~~the Customer purchases less than twice the capacity of the storage tank during any 12-month period in the term.~~
- 18 **VENDOR'S REMEDIES.** If any event of default occurs, the Vendor, at its option, may do all or any of the following:  
a) terminate this agreement immediately or suspend deliveries until the default has been cured;  
b) repossess the Equipment, in which case the Customer agrees to pay the Vendor's current charge for disconnection, pump out and pick-up.
- 19 **INTEREST.** All overdue payments will bear interest at the Vendor's then current rate of interest.
- 20 **EXCUSABLE DELAY.** If for any reason beyond the Vendor's control, the Vendor's supply of propane from its normal suppliers becomes inadequate to meet the vendor's obligations to all its customers and its own needs or when the Vendor has reasonable cause to believe that any one of these events may occur, the Vendor may either discontinue deliveries under this agreement or reduce the quantities to be sold under this agreement by allocating its available supply among its customers and itself in such manner as it may determine in its sole discretion.
- 21 **OPTION.** The Customer may purchase the Equipment at any time on 30 days' written notice to the vendor. The purchase price will be the then current market value of the Equipment as determined by the Vendor. Rental payments previously paid, to a maximum of two years rental payments, will be applied by the Vendor in partial satisfaction of the purchase price. The Vendor will provide the Customer with a bill of sale and the Customer will release the Vendor from all liability, expenses and causes of action in respect of the Equipment. Upon the closing of the agreement of purchase and sale of the Equipment, the Equipment lease portion of this agreement terminates.

The parties have signed this agreement as of the date set out above.

Signing by Customer

By:

Title

Federated Co-operatives Limited  
Signing as the Agent of the Vendor

## PROPANE SUPPLY AND EQUIPMENT AGREEMENT

This agreement is made effective the

day of

### BETWEEN:

(the "Vendor") (Full legal name of Co-op)  
having its principal place of business at

(Full address of Co-op)

(Postal Code)

AND

(the "Customer")

(Full legal name of Customer) (If individual(s), given name, second name, surname)

(Full address of Customer)

(Postal Code)

- 1 **SUPPLY OF PROPANE.** The Vendor agrees to supply to the Customer and the Customer agrees to buy exclusively from the Vendor all of its propane requirements used on the Customer's premises (the "Premises"). The Customer agrees to pay for the propane at the price set by the Vendor from time to time plus all applicable federal and provincial taxes.
- 2 **PAYMENT.** The Vendor's statements are due when rendered. For customers purchasing on credit, if the Vendor believes that the Customer's circumstances warrant it, the Vendor may require the Customer to pay for future deliveries of propane either in advance or at the time of delivery.
- 3 **ORDERING AND DELIVERY.** Although from time to time the Vendor fills the Customer's tank while making other deliveries in the area, the Vendor does not assume any responsibility for monitoring the level of propane in the Customer's tank. The Customer remains responsible at all times to promptly notify the Vendor whenever the visual gauge indicates 30% in the tank to ensure delivery before the tank is empty.
- 4 **LEASE OF EQUIPMENT.** The Vendor agrees to lease to the Customer the propane storage equipment described below (the "Equipment") to use on the Premises to store propane supplied by the Vendor:  
Type or Kind of Equipment      Model      Serial No.

The Customer authorizes the Vendor to complete the description of the Equipment at a later date or to amend the description from time to time when Equipment is changed or substituted.

- 5 **TERM.** The initial term of this agreement begins on (the "Commencement Date")  
The initial term ends on (the "Expiry Date"). The agreement, as amended from time to time, will be renewed automatically after the expiry of the initial term for successive one-year terms.
- 6 ~~The Rental Fee (the "Rent") is \$ \_\_\_\_\_ per year for the initial term, subject to adjustments as set out below, plus all applicable federal and provincial taxes. The Vendor may adjust the Rent on each anniversary of the effective date of this agreement in accordance with prevailing market rentals for similar equipment. The Customer has 10 days after it receives notice of an increase in the Rent in its regular statement to terminate this agreement by written notice to the Vendor. The Rent is due in advance on the first day of the first month in each year of the initial term and renewal terms without setoff or deduction.~~
- 7 ~~INSTALLATION COSTS. The Customer agrees to pay the Vendor the costs of installing the Equipment.~~
- 8 **LOCATION OF EQUIPMENT.** The Equipment is located at the customer's civic address shown above; the legal description of which is:
- 9 **OWNERSHIP OF EQUIPMENT.** The Equipment remains the property of the Vendor at all times and may be removed by the Vendor at any time after termination of this lease, or as otherwise provided in this lease. The Customer will keep the Equipment free and clear of all claims, liens and encumbrances. The Customer will indemnify the Vendor against all claims and liens of the Customer's creditors and any entity claiming through the Customer.
- 10 **MAINTENANCE AND REPAIRS.** Upon notice by the Customer, the Vendor will keep the Equipment in good working order and condition and make all necessary adjustments, repairs and replacements, arising from ordinary use and reasonable wear and tear. The Customer must immediately notify the Vendor of the improper functioning of the Equipment.



11. **DAMAGE TO EQUIPMENT.** The Customer bears the full risk and responsibility for any loss, destruction or damage occurring to the Equipment however caused, including without limitation, any loss, destruction or damage arising out of any breach of this agreement by the Customer or arising from the acts or omissions, negligent or otherwise, of the Customer, or its employees, agents, contractors, customers or third parties. In the case of any loss, destruction or damage, the Vendor will repair or replace the Equipment at the Customer's expense.
12. **INSURANCE.** The Customer agrees to obtain and maintain in place all-risk property insurance on the Equipment located on the Premises to its full replacement value.
13. **LIABILITY AND INDEMNITY.** The Customer assumes and indemnifies the Vendor against all risks and liability for personal injury or death and for loss or damage to property of the Customer or others, arising from any breach of this agreement by the Customer or from the negligent acts or omissions of the Customer or its employees, agents, contractors, customers or from the acts of third parties.
14. **ACCESS.** The Vendor's employees and agents are authorized to enter the Premises or any building on the Premises where the Equipment may be found to view the state of the Equipment, to make repairs to it, to retake possession of the Equipment, and for all proper purposes in connection with the Equipment.
15. **TERMINATION.** Either party may terminate this agreement at the expiration of the initial term or any renewal term by giving not less than 7 days' prior written notice to the other party.
16. **RIGHT OF FIRST REFUSAL.** If the Customer gives notice of termination as a result of having received a bona fide offer from a third party to supply the Customer's propane requirements at a price lower than that being charged by the Vendor, the customer shall provide details to the Vendor in writing immediately. The Vendor shall have the right, if it so chooses to exercise that right, to supply the Customer's propane requirements at the price offered by the third party.
17. **EVENTS OF DEFAULT.** The Customer will be in default under this agreement and the unpaid balance of any obligation, indebtedness or liability arising under this agreement will become immediately due and payable at the Vendor's option, if any of the following events occur:  
a) the Customer fails to pay any amount due or to perform any obligation under this agreement;  
b) the Customer attempts to move, remove, sell, transfer, encumber, assign or sublet (except as expressly permitted by the provisions of this agreement) the Equipment or the Premises;  
c) ~~the Customer purchases less than twice the capacity of the storage tank during any 12 month period in the term.~~
18. **VENDOR'S REMEDIES.** If any event of default occurs, the Vendor, at its option, may do all or any of the following:  
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b) repossess the Equipment, in which case the Customer agrees to pay the Vendor's current charge for disconnection, pump out and pick-up.
19. **INTEREST.** All overdue payments will bear interest at the Vendor's then current rate of interest.
20. **EXCUSABLE DELAY.** If for any reason beyond the Vendor's control, the Vendor's supply of propane from its normal suppliers becomes inadequate to meet the vendor's obligations to all its customers and its own needs or when the Vendor has reasonable cause to believe that any one of these events may occur, the Vendor may either discontinue deliveries under this agreement or reduce the quantities to be sold under this agreement by allocating its available supply among its customers and itself in such manner as it may determine in its sole discretion.
21. **OPTION.** The Customer may purchase the Equipment at any time on 30 days' written notice to the vendor. The purchase price will be the then current market value of the Equipment as determined by the Vendor. Rental payments previously paid, to a maximum of two years rental payments, will be applied by the Vendor in partial satisfaction of the purchase price. The Vendor will provide the Customer with a bill of sale and the Customer will release the Vendor from all liability, expenses and causes of action in respect of the Equipment. Upon the closing of the agreement of purchase and sale of the Equipment, the Equipment lease portion of this agreement terminates.

The parties have signed this agreement as of the date set out above.

Signing by Customer

By:

Title

Federated Co-operatives Limited  
Signing as the Agent of the Vendor



2017-09-25

To: Travis Rob, O&F Division Manager

From: Tom Batiuk

Re: Recommendation to change Propane delivery Vendor at Airport

In an effort to cut hard operating costs at the airport. I was approached by a competing vendor for a potential change to propane service at the airport Maintenance garage. Our current vendor, Superior Propane, is charging the airport at a rate of \$0.9664/liter. Other fees include a hazmat Fee, Transaction Fee, and an Ontario Gov carbon tax fee.

The new potential Vendor that approached us is Energy Tech CO-OP from Kenora Ontario. They have proposed a locked in price for 1 year of \$0.479/liter. (50% Savings) They will not charge us to change over to their service. They will not charge for a tank rental or any delivery fees. The tank installation will be monitored remotely by satellite with a weekly email read on the tank level. Delivery will come from their base in Kenora as needed.

Once we are a CO-OP member (\$5 fee) the airport will be entitled to the dividend program. This is a rebate that is awarded annually based on company sales performances. These rebates do fluctuate annually, however there is always some form of rebate paid back to the customer. The lowest rebate that the vendor has seen in recent years was 4%. The only other fee to change services is a \$25 fee to start an account with the proposed vendor. After we approve the vendor change the new company will complete an inspection of our installation (TSSA) and then change the services over.

Superior Propane has a minimum fee for tank removal of \$250. When I called to inquire about a service change and what the fees were associated with removing them from the airport they came back with a lowest price of 0.55/liter with all the current extra fees they are charging.

Based on the significant savings in propane costs (Airport paid \$7,690.23 in 2016) It is my recommendation to move forward with a change to our propane service for the 2017/2018 heating season and beyond. Please review the attached documentation with my recommendation for approval by Town Council.

Kind Regards,

Tom Batiuk  
Airport Supervisor



**ENERGY TECH**  
SERVICES (KENORA) INC.

P.O. BOX 1350  
1839 HIGHWAY 17 EAST  
KENORA, ONTARIO P9N 3X7



KENORA: 807-468-2228  
DRYDEN: 807-223-2228  
RED LAKE: 807-735-2228  
TOLL FREE: 888-470-6782  
FAX: 807-468-4138  
EMAIL: [ENERGYTECH@SHAW.CA](mailto:ENERGYTECH@SHAW.CA)

Good day!

Energy Tech/Coop is currently delivering propane in your area and we would be pleased to add you to our valued customer list.

Our installations are carried out by experienced gas fitters. Our bulk drivers undergo regular training to ensure you receive the safest and most efficient service possible. These employees are members of the communities you live in and take pride in providing the best in customer service.

We are fully equipped to handle any size of installation, whether it is a large commercial application or supplying your cottage seasonally. Our auto fill program is designed to give you peace of mind year round.

Coop propane customers have the option of locking in their rates for the year or letting them float. We never charge for delivery and there are never any dangerous goods fees added to your bill. As a Coop member, you will receive patronage dividends at the end of each calendar year.

Please do not hesitate to call with any questions you may. Please direct all enquires to:

Energy Tech Services/Coop Propane

Box 1350 Kenora, ON P9N 3X7

1-888-470-6782

[Energytech.coop@shaw.ca](mailto:Energytech.coop@shaw.ca)

We look forward to hearing from you soon!

Sincerely,

Mark Skrzypek Owner/Operator

47.9 / Litre  
No Tank Rental.

407-1082 - cell - Mark

DATE 03/21/17 07:44:56  
 START/DEBUT 0.0 LITRES  
 END/FIN NET 1826.6 LITRES  
 END/FIN 1826.6 LITRES  
 LPG LPG 1  
 VOLUME CORRECTED TO/A 15.0DE  
 SALE/VENTE 4231

ORDER NO	QUANTITY	DESCRIPTION	AMOUNT
327182	1826.6 litres	BULK PROPANE EN VRAC @\$0.9664/LITRE HazMat Fee Trans Fee ON GOV CARBONE/FRAIS CARB \$0.0285 GST - HST / TPS - TVH 13.0000% Tax on HAZMAT FEE/FRAIS MAT. DAN Tax on TRANSP FEE/FRAIS TRANSP INVOICE SUBTOTAL PLEASE PAY THIS AMOUNT	\$1765.23 8.95 16.00 52.06 236.25 1.16 2.08 \$2061.73 \$2061.73
Superior Propane 6750 Century Av #400 Mississauga, ON L5N 2V8  Driver ID 920 Truck: 498 3/21/17 7:33 TOWN OF FORT FRANCES FORT FRANCES AIRPORT *TS* FORT FRANCES ON P9A-3M5 AOCT #: 817843-001 Tank Serial #: 227273		UN1075, LIQUEFIED PETROLEUM GAS Class 2.1  *For Sales/Serv please call 1-877-873-7467 *GST/TPS: 8401 49926 GST/TVQ #1212550341 RBQ #8354-2027-16 MAR 24 2017 Customer Signature	

October 4, 2017

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Participant Agreement with Her Majesty the Queen in Right of Ontario for the supply of Orthophotography**

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In January of 2017 the Town partnered with the Ministry of Natural Resources and Forestry to share costs for the collection of Orthophotography for the Town of Fort Frances as the Town's current imagery is 10 years old. This partnership has allowed us to retain this data for a substantial cost savings over us engaging a firm ourselves with no change in the quality or quantity of data that will be provided. The cost for this imagery will be \$1000.00 with delivery expected in December 2017.

The Town must enter into a participant agreement with Her Majesty the Queen in Right of Ontario as Represented by the Ministry of Natural Resources and Forestry for the data and associated costs. This agreement stipulates the requirements for use and sharing of the data. Please see the attached report from Trish Law, GIS Expert outlining the work to date and highlights of the participant agreement. The main point to note with this agreement is that there is a requirement to revise the Town's Data Share Agreement to include provisions to satisfy the terms of the participant agreement. Further the sharing of the ortho imagery until March 31, 2020 would have to be at a cost of at least \$50 per imagery tile whereby the Town has, in the past, given this information for free.

It is the recommendation of Administration that:

1. Council enter into a participant agreement with the Queen in Right of Ontario as Represented by the Ministry of Natural Resources and Forestry for the provision of Orthophotography data for the Town of Fort Frances.
2. That an authorizing by-law be passed to authorize Mayor and Clerk to execute the agreement on behalf of the corporation.

Respectfully Submitted



Travis Rob, EIT

**Council approval of this report will ensure that**

1. Council enter into a participant agreement with the Queen in Right of Ontario as Represented by the Ministry of Natural Resources and Forestry for the provision of Orthophotography data for the Town of Fort Frances.
2. That an authorizing by-law be passed to authorize Mayor and Clerk to execute the agreement on behalf of the corporation.

Manager of Operations and Facilities





September 25, 2017.

Report To: Travis Rob, O&F Manager

From: Trish Law, GIS Expert

**SUBJECT: Participant Agreement, Ministry of Natural Resources and Forestry North-West Orthophotography Project (NWOOP2017)**

In May of 2016 I was alerted to the North-West Orthophotography Project by the MNRF at the ENRI User Conference, held in Thunder Bay. Through this project, the MNRF would be obtaining leaf-off 20cm resolution imagery of Northwestern Ontario and would be offering municipalities and other interested parties the opportunity to join this project and obtain resulting imagery at a very low cost. Starting in August of 2016, I began talks with the MNRF to obtain new imagery for the Town as it has been 10 years since our last fly-over image; with the proposed project area of 189 square kilometers confirmed in January of 2017. The imagery collection started at the end of April and finished on May 18, 2017.

The Participant Agreement/user license was received from the MNRF on September 15, 2017, to be signed by the Town. The total cost of the new orthoimagery is \$1000 plus HST. The orthoimagery is scheduled to be delivered by the MNRF at the end of November of 2017.

As the imagery is a licensed product, it can be for in-house use only. If the new imagery is to be distributed to any outside organization, regardless if they are working directly for the Town of Fort Frances or not, the existing Town of Fort Frances Geospatial Data Share Agreement will require amending to include clauses from the Ontario Geospatial Data Share Agreement set forth under the Participant Agreement and would require a minimum fee of \$50 per square kilometer tile. As the Town will be receiving 189 tiles, the minimum charge would be \$9450. The data cannot be freely distributed as we have done in the past. The licensing agreement with the MNR is valid from signing data to March 31, 2020, after which the Town would be free to charge and license the new imagery under the fee set for by the Town of Fort Frances User Fee By-Law and the current Geospatial Data Share Agreement.

I recommend signing the Participant Agreement with the MNRF. I also recommend that the new imagery be kept for in-house use only, and should not to be distributed to any outside organization.

Respectively Submitted,  
Original signed by T. Law

Trisha Law, MGIS  
GIS Expert

## SCHEDULE 2 - MAP DEPICTING THE GEOGRAPHIC AREA(S) OF THE PARTICIPANT

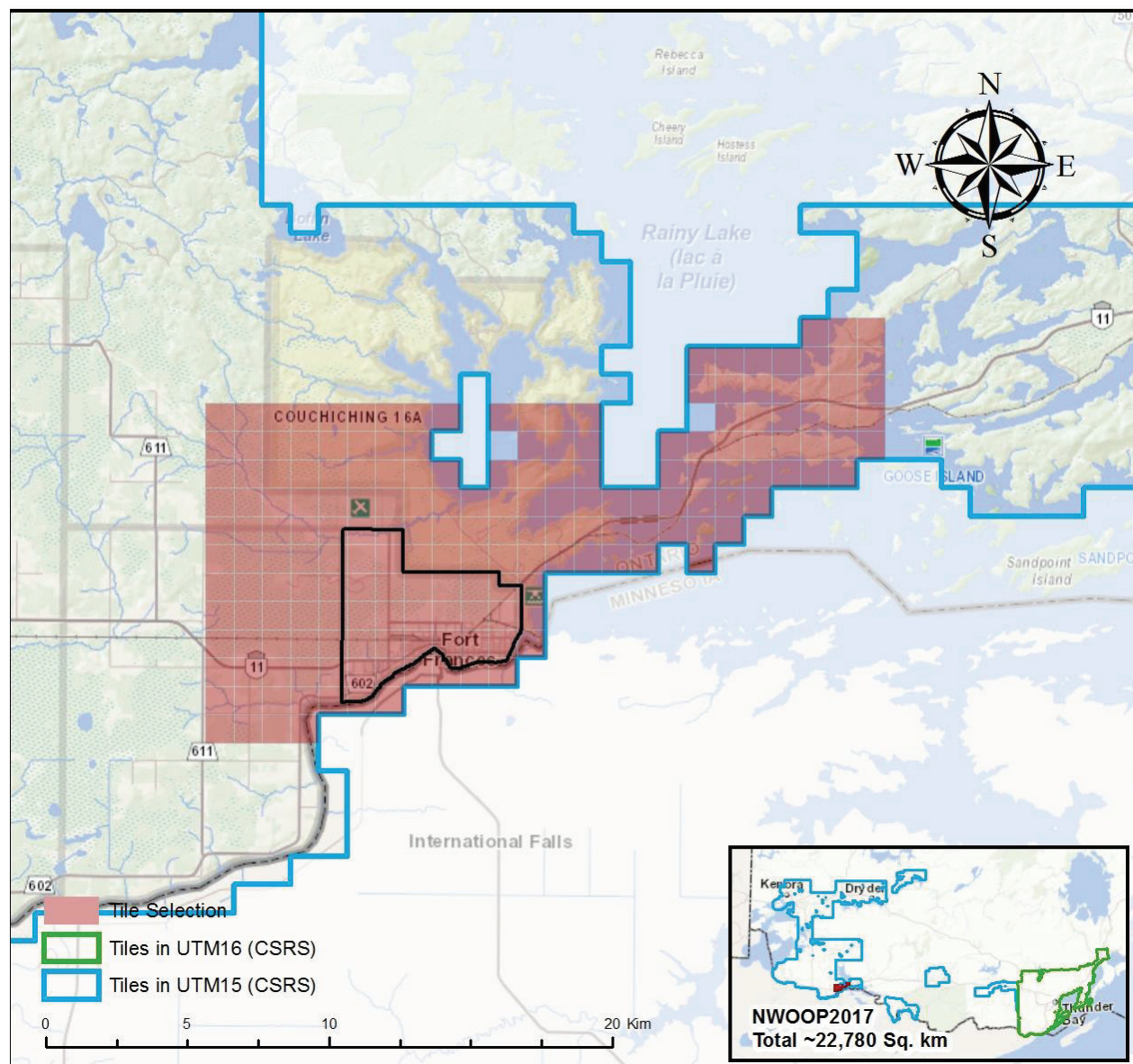
All products to be delivered in UTM Zone 15 georeferenced coordinate system

Total # sq. km. (tiles) = 189

Cost per sq. km. (tile) = Minimum Allowable Contribution

Total Cost: \$1000

### North West Ontario Orthophoto Project 2017 Town of Fort Frances 189 Tiles z15



## **Pb Agreement**

**THIS PARTICIPANT AGREEMENT** (the “Participant Agreement”) made in duplicate, is effective as of **September 15<sup>st</sup>, 2017**

### **BETWEEN:**

**Her Majesty the Queen in right of Ontario,  
as represented by the Minister of Natural Resources and Forestry**

(hereinafter referred to as the “Ministry”)

### **AND:**

**The Corporation of The Town of Fort Frances**

(referred to as the “Participant”)

**WHEREAS** in 2011, the Ministry developed its Ontario Imagery Strategy, to help guide the Province and participating organizations towards a predictable refresh cycle for the acquisition of leaf off (spring) imagery, entailing the acquisition, storage and management of high resolution imagery in southern Ontario, (but excluding the Greater Toronto Area), parts of Central Ontario and parts of Northern Ontario (“the Project”), to be implemented through five phases;

**AND WHEREAS** the participating organizations herein referred to as “the Participants”, including the Ministry and Participant, agreed that the Ministry would assume the role of issuing the procurement for the selection of the supplier for the Project, contract management with such supplier, to act as liaison with the supplier and Participants; and to coordinate the creation and distribution of the deliverables provided by the supplier to the Ministry as licensed products to the Participants, pursuant to their respective participant agreements with the Ministry;

**AND WHEREAS** the Ministry issued a Request for Proposal (“RFP”) dated November 19, 2012 for the Project; and as a result of such RFP, the Ministry entered into the agreement (“Supplier’s Agreement”) as of March 15, 2013, with Fugro GeoServices, a division of Fugro Canada Corp. (“Supplier”), in which the Supplier agreed to create and provide the Deliverables that include orthophotography and associated products including the Intellectual Property Rights created in the Deliverables, in five phases for the Project;

**AND WHEREAS** pursuant to the Supplier’s Agreement and for ease of distribution of the Deliverables among the Participants referable to their respective geographic areas, the Ministry shall be the owner and custodian of the Deliverables;

**AND WHEREAS** the Queen’s Printer for Ontario holds title on behalf of the Crown in right of Ontario to the copyright subsisting in the Deliverables and has delegated to the Ministry its authority to sign the Participant Agreement;

**AND WHEREAS** this phase of the Project is the fifth phase in respect of the geographic region of northwestern Ontario;

**AND WHEREAS** the Participant wishes to have use of the Deliverables described herein as the “Licensed Products”, and has agreed to enter into this Participant Agreement;

**NOW THEREFORE** the Ministry and Participant agree as follows:

## **ARTICLE 1 – DEFINITIONS**

### **1.1 Defined Terms**

When used in this Participant Agreement, the following words or expressions have the following meanings:

**“Business Day”** means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

**“Claim”** means any liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings;

**“Deliverables”** means everything developed for, or provided to, the Ministry by the Supplier in the course of performing under the Supplier's Agreement for this Phase of the Project or agreed to be provided to the Ministry under the Supplier's Agreement, and includes the Licensed Products;

**“Derivative Product”** means a digital, GIS compatible, output file created or developed by the Participant or any authorized end user that utilizes the spectral signatures, quality and spatial resolution of any of the Licensed Products to identify, interpret, classify and delineate certain spatial features for the purposes, *inter alia*, of mapping new information, updating current databases, creating map products and publications using the Licensed Products and conducting GIS analysis and modeling for development and creation of other works, but a Derivative Product shall not include any of the pixel values in the original underlying Licensed Product;

**“Effective Date of the Licence”** means the later of the date on which the Participant's Contribution is paid in full or the date the Licensed Products have been received by the Participant;

**“Emergency”** means a situation or an impending situation, that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise;

**“HST”** refers to Ontario's Harmonized Sales Tax;

**“Intellectual Property Rights”** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

**“GIS”** means “geographic information system”;

**“Geospatial Web Service”** or **“GWS”** refers to any online resource that can be utilized by user(s) directly, through desktop software, or indirectly, through web-based applications to find, access and sometimes manipulate (collectively referred to as “consume”) data of interest on the web dynamically from a distributed network. By way of description but not to limit the generality of the foregoing, GWS is designed to collect data once and update or edit such data in real time. Geospatial Web Service is tightly-coupled to a geospatial data set; in effect allowing the use of data without requiring a local, physical, copy of the data. For example, with GWS, a map, data or other products can be displayed, used and manipulated in a geospatial environment;

**“Licence”** means the licence in respect of the Licensed Products granted to the Participant by the Ministry, in accordance with this Participant Agreement;

**“Licensed Products”** means that portion of the Deliverables that are listed in Schedule 1 referable to the Participant’s geographic area(s) shown on the map attached as Schedule 2, that are to be delivered to the Participant by the Supplier in accordance with the Supplier’s Agreement and to which the Ministry is granting a licence to the Participant, in accordance with this Participant Agreement.

**“Ministry Address”** and **“Ministry Representative”** mean:

**Ministry Representative:**

Name: **Steve Gregory**  
 Title: **Director**  
 Organization: **Ministry of Natural Resources and Forestry  
 Corporate Management and Information Division  
 Mapping and Information Resources Branch**  
 Address: **300 Water Street, Peterborough, ON K9J 3C7**  
 Phone: **(705) 755-2204**  
 Email: [steve.gregory@ontario.ca](mailto:steve.gregory@ontario.ca)

**Primary Contact for the Ministry:**

Name: **Bryce Matthews**  
 Title: **Mapping and Geomatics Project Manager**  
 Organization: **Ministry of Natural Resources and Forestry  
 Corporate Management and Information Division  
 Mapping and Information Resources Branch**  
 Address: **300 Water Street, 2<sup>nd</sup> Floor N,  
 Peterborough, ON K9J 3C7**  
 Phone: **(705) 755-2243**  
 Email: [bryce.matthews@ontario.ca](mailto:bryce.matthews@ontario.ca)



**“Participant Address”** and **“Participant Representative”** mean:

**Participant’s Representative:**

Name: **Elizabeth Slomke**  
 Title: **Municipal Clerk**  
 Organization: **Town of Fort Frances**  
 Address: **320 Portage Avenue**  
**Fort Frances, ON P9A 3P9**  
 Phone: **807-274-5323**  
 Fax: **807-274-8479**  
 Email: [lslomke@fortfrances.ca](mailto:lslomke@fortfrances.ca)

**Primary Contact for the Participant:**

Name: **Trish Law**  
 Title: **GIS Expert**  
 Organization: **Town of Fort Frances**  
 Address: **320 Portage Avenue**  
**Fort Frances, ON P9A 3P9**  
 Phone: **807-274-9893**  
 Email: [tlaw@fortfrances.ca](mailto:tlaw@fortfrances.ca)

**“Participant’s Contribution”** means the sum to be paid to the Ministry by the Participant for its use of the Licensed Products, being **\$1,000**, and HST, where applicable, in accordance with this Participant Agreement, and is subject to adjustment as provided in section 2.2 and section 2.3;

**“Participants”** means those organizations, including the Ministry and Participant that has agreed to participate in this Phase. The Participants are listed in Schedule 3;

**“Party”** means either of the Ministry or the Participant and **“Parties”** means both of them;

**“Performance Warranty Expiry Date”** is the second anniversary of the date that the Supplier has provided the last Deliverable for this Phase of the Project and is the date by which the performance warranty in the Supplier’s Agreement shall expire for this Phase of the Project;

**“Person”** if the context allows, includes any individual, person, firm, partnership or corporation, or any combination thereof;

**“Phase”** means the fifth phase of the Project for the geographic area of northwestern Ontario,

**“Project”** is comprised of the five (5) phases, for the planning, acquisition and delivery of digital orthophotography and associated deliverables for five respective geographic areas that together encompass all of southern Ontario, excluding the Greater Toronto Area as well as selected areas in central and northern Ontario and includes the creation and distribution of a portion of the Deliverables as licensed products to the Participants, in accordance with the Supplier’s Agreement;

**“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws or regulations, that now or at any time hereafter may be applicable to any of the Participation Agreement, Participant or the Licensed Products or any part of them;

**“Queen’s Printer”** means the Queen’s Printer for Ontario and any duly authorized representative thereof;

**“Supplier”** means Fugro GeoServices, a division of Fugro Canada Corp.;

**“Supplier’s Agreement”** means the agreement made as of March 15, 2013 between the Ministry and the Supplier and includes the RFP through which the Supplier was selected and its proposal; and

**“Term”** means the period of time set out in section 6.1.

## **ARTICLE 2 - THE MINISTRY’S ROLES AND RESPONSIBILITIES**

### **2.1 The Ministry’s principal role and responsibilities pertain to:**

#### **2.1.1 The Supplier’s Agreement** - The Ministry shall, for this Phase of the Project:

- a) use commercially reasonable efforts to require the Supplier to fulfill its obligations under the Supplier’s Agreement, including the Supplier’s obligations to correct errors or omissions in the Licensed Products;
- b) issue a rectification notice to the Supplier, in the event the Ministry receives notification from the Participant that any of the Licensed Products have been inadequately provided by the Supplier or require correction to meet the requirements of the Supplier’s Agreement, provided that the Participant’s notification is received by the Ministry, on or before the Performance Warranty Expiry Date;
- c) carry out its obligations in the Supplier’s Agreement, including any payments to be made to the Supplier, in accordance with the Supplier’s Agreement, provided the Supplier is not in default of the Supplier’s Agreement;
- d) coordinate and be the point of contact on behalf of the Participants with respect to any of the matters that the Supplier has agreed to insure or indemnify in the Supplier’s Agreement;
- e) ensure that the liability insurance that the Supplier is to provide in accordance with the Supplier’s Agreement includes the Participant as an additional insured for this Phase of the Project;
- f) notify the Participants shortly after the Supplier has provided the last Deliverable for this Phase of the Project and confirm the Performance Warranty Expiry Date;
- g) advise the Participants in the event that the Supplier provides the Ministry with a reporting mechanism for this Phase of the Project that can be accessed by the Participants to monitor the progress of the acquisition, delivery and error correction

phases of the Deliverables, and the means by which the Participant may access such reporting mechanism;

- h) forward the Participant's shapefile to the Supplier for the delivery by the Supplier of the Licensed Products to the Participant.
- i) provide the Supplier with the Participant Address for the delivery of the Licensed Products; and
- j) approve the Deliverables.

**2.1.2 Coordination with the Participants** - The Ministry shall be the coordinator and main point of contact for the Participants and the Supplier for this Phase. In its role of coordinator, the Ministry shall manage the various participation agreements between the Ministry and the respective Participants for this Phase. The Ministry, together with the Queen's Printer shall be the owners of the newly created Intellectual Property Rights in the Deliverables and licensee of the Supplier's Intellectual Property Rights in the Deliverables and shall grant licences to the Participants for the various licenced products through participation agreements, in the form of the Licence included in this Participant Agreement.

2.2 The Ministry shall keep the Participant informed of the progress of the Supplier in its performance and provision of the Deliverables for this Phase, including any delays or issues that would be of concern to the Participant. In particular, the Ministry shall notify the Participant as soon as is practicable of the date of notification by the Supplier to the Ministry that an event of force majeure has continued for a period that affects the ability of the Supplier to acquire the imagery according to the specifications in the Supplier's Agreement; the time frame for continuing with this Phase, as may be agreed to by the Supplier and the Ministry; and in the event that the delay lasts longer than a year, the Ministry shall keep the Participant apprised of any change in the associated rates provided for under the Supplier's Agreement as agreed to by the Supplier and the Ministry, with the Participant's Contribution to be adjusted accordingly.

2.3 The Ministry shall notify the Participant in the event that any of the Participants no longer wishes to participate in this Phase, together with the revised Participant's Contribution, where applicable, recalculated by the Ministry using the same arithmetic formula that the Ministry used to derive the monetary amount of the Participant's Contribution.

2.4 Where applicable, the Ministry shall invoice and collect harmonized sales tax (HST) from the Participant for the Participant's Contribution and remit same in accordance with the provisions of the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended or replaced from time to time.

### **ARTICLE 3 – THE PARTICIPANT'S ROLES AND RESPONSIBILITIES**

3.1 The Participant shall:

- (a) notify the Ministry when it receives the Licensed Products from the Supplier;

- (b) meet its obligations in respect of the Licence, including paying the Ministry the Participant's Contribution and HST, where applicable;
- (c) receive the Licensed Products, as the referable Deliverables are approved by the Ministry, in such format provided in the Supplier's Agreement from the Supplier at the address set out in section 1 in the definition of "Participant Address" where the Licensed Products are to be delivered; and
- (d) notify the Ministry of any error or omission in the Licensed Products as soon as possible after discovery thereof by the Participant and before the Performance Warranty Expiry Date (provided discovery of such error or omission occurs before the Performance Warranty Expiry Date).

3.2 The Participant agrees that it shall not have any communications or dealings directly with the Supplier in respect of the Deliverables or any product associated with any of the Deliverables, except for receiving the Licensed Products, as provided under section 3.1.

## **ARTICLE 4 – THE LICENCE**

### **4.1 Ministry's Warrantees**

The Ministry represents and warrants that the Queen's Printer for Ontario holds title on behalf of the Crown in right of Ontario to the copyright subsisting in the Licensed Products and has delegated to the Ministry its authority to sign the Participant Agreement and that the Ministry is properly entitled to grant rights over such Licensed Products.

- 4.2 Upon the Effective Date of the Licence, the Ministry shall grant to the Participant a perpetual, non-exclusive, transferable, royalty free, fully paid, world-wide right and licence to use the Licensed Products, to:
- (a) make and distribute an unlimited number of copies of the Licensed Products, provided that prior to the date March 31, 2020 it may only do so for use internally within the Participant's organization;
  - (b) create, develop, produce and distribute Derivative Products, using the Licensed Products;
  - (c) where the Participant is an upper-tier municipality, the Participant may sub-license any of the Licensed Products to any lower-tier municipality that forms part of the Participant, (the upper-tier municipality), for municipal purposes (with "upper-tier municipality" and "lower-tier municipality" having their respective meanings, as set out in the *Municipal Act, 2001*, S.O. 2001, c.25, as amended from time to time. Section 4.9 (i) shall not apply to any such sub-licence;
  - (d) grant sub-licenses in respect of the Licensed Products, in accordance with section 4.3 of this Agreement;
  - (e) to provide, any of the Licensed Products to contracted service supplier(s) for any of the uses described in this section, provided that the Participant takes such steps as are reasonably necessary to ensure that such contracted service suppliers use the Licensed Products only for the purpose of providing

the contracted service and upon completion of the contracted service dispose of the Licensed Products either by destroying them or returning them to the Participant. The Participant shall be responsible for ensuring that a contracted service supplier uses and disposes of the Licensed Products in accordance with the terms of this Participation Agreement; and

(f) provide the Licensed Products where and as required by any Requirements of Law.

- 4.3 The Participant may grant any Person who wishes to obtain Licensed Products from it the right to use the Licensed Products by way of a sub-licence agreement and any such sub-licence agreement shall impose upon those parties the same terms and conditions, in favour of the Ministry as are set out in this Participant Agreement, as may be applicable, which shall in any case include sections 4.6, 4.7, 4.8, 4.9, Article 5, the provision respecting the Ministry's right to terminate the Licence as provided in section 6.2; and section 6.5.
- 4.4 The Participant shall pay the Participant's Contribution by cheque payable to the **Minister of Finance (Ontario)** and delivered to the Primary Contact for the Ministry upon execution of the Agreement and upon receipt of an invoice from the Ministry.
- 4.5 The Participant acknowledges that the Licence does not constitute a transfer or assignment of copyright from the Queen's Printer of the Licensed Products and the Queen's Printer retains the copyright in full of the Licensed Products.
- 4.6 The Participant shall not alter or remove any copyright notice or proprietary legend contained in or on the Licensed Products. The Participant agrees that any embodiment of the Licensed Products permitted under this Participant Agreement shall contain the following notice ("Queen's Printer Notice"): **"INCLUDES MATERIAL © [INSERT YEAR] OF THE QUEEN'S PRINTER FOR ONTARIO. ALL RIGHTS RESERVED."** The Participant shall also ensure that the terms and conditions of its website include the Queen's Printer Notice for any Licensed Products (or any embodiment permitted under this Participant Agreement) posted on its website and that any Licensed Products (or any embodiment permitted under this Participant Agreement) posted or transmitted through the internet shall include the Queen's Printer Notice.
- 4.7 The Crown in right of Ontario has the sole ownership of all of the logos, brands, trade-marks and official marks of the Province of Ontario, (collectively referred to as "Provincial Marks") and the Participant may not copy, print or display any of the Provincial Marks on any Derivative Product or promotional advertising or use any of the Provincial Marks for any purpose whatsoever, without the express written permission from the Ministry, on behalf of the Crown in right of Ontario.
- 4.8 The Participant shall not state, indicate, or imply that the Participant represents or acts as agent of the Ministry, the Queen's Printer or Government of Ontario. This restriction shall include, but not be limited to, the use of the name of the "Ministry of Natural Resources and Forestry", "Minister of Natural Resources and Forestry" or "Queen's Printer for Ontario".
- 4.9 The Ministry shall be paying the Supplier for the Deliverables in accordance with the Supplier's Agreement and relying upon the Participants to pay the Ministry the respective Participants' contributions in accordance with the respective participant agreements.

Therefore, the Participant agrees, that during the period from the Effective Date of the Licence to the date March 31, 2020:

- (i) where it chooses to provide, sell, transfer or sub-license the use of the ortho-rectified imagery tiles of the Licensed Products, it shall do so, (other than when sublicensing pursuant to Section 4.2(d) or Section 4.2(e)), at a cost/sub-licence fee calculated at no less than \$50.00 per orthophotography tile comprising the Licensed Products, unless the Participant has obtained the prior written consent of the Ministry or in the event of an Emergency, where to do so is necessary and appropriate, and upon notice thereof to the Ministry;
- (ii) it will not provide Geospatial Web Service to any user external to the Participant, that would afford such user with access to the Licenced Products through desktop software or the internet and the capability to consume any of the Licenced Products; and
- (iii) it shall not acquire any of the Licensed Products or other Deliverables from the Supplier (except as provided in this Participant Agreement) or from another Participant or enter into an agreement with the Supplier or any other Participant for the use of any of the Licensed Products or other Deliverables.

Upon the expiry of the License on March 31, 2020, this section 4.9 shall be of no further effect. It is understood and agreed that this section 4.9 shall not apply to any Derivative Product.

- 4.10 All Intellectual Property Rights in the Derivative Products, effected by or for the Participant, shall vest in the Participant or in such Person as the Participant shall decide.

## **ARTICLE 5 – LIMITATION OF LIABILITY, ETC.**

- 5.1 The Participant agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Participant's liabilities under the Participant Agreement and under the general application of law. The Participant shall advise the foregoing individuals and entities of their obligations under the Participant Agreement and shall ensure their compliance with the applicable terms of the Participant Agreement. In addition to any other liabilities of the Participant pursuant to this Participant Agreement or otherwise at law or in equity, the Participant shall be liable for any Claim arising from any breach of this Participant Agreement resulting from the actions of the above mentioned individuals and entities or to the extent that any Claim pertains to the Ministry's Warrantees, as provided in section 4.1.
- 5.2 The Ministry's liability for any Claim arising out of or in connection with this Participant Agreement, whether arising in contract, tort (including negligence and strict liability), breach of warranty or any other legal theory, shall be limited to the amount of the Participant's Contribution paid to the Ministry by the Participant. Further, the Participant expressly waives as against the Ministry and Queen's Printer any Claim in respect of implied warranties or conditions of merchantable quality and fitness for a particular purpose of the Licensed Products and those arising by statute or otherwise in law or from course of dealing or usage of trade.



- 5.3 The Participant agrees that the Ministry, including the Minister and the Queen's Printer, any of their appointees, employees, agents, representatives and contractors, shall not be responsible to any third party for any and all Claims arising out of the Participant's (or that of its sub-licensee(s)) possession, use, disclosure or publication of the Licensed Products or Derivative Products or out of a breach of any term of this Participant Agreement by the Participant.
- 5.4 The Participant shall indemnify the Ministry and Queen's Printer, any of their appointees, employees, agents and contractors from all Claims against the Ministry and Queen's Printer, any of their appointees, employees, agents of contractors arising out of the possession or use of the Licensed Products and Derivative Products by either the Participant or any sub-licensee of the Participant, save and to the extent that any such Claim has arisen or been contributed by the negligence or gross misconduct of the Supplier or the Ministry.
- 5.5 Neither Party shall be liable for any indirect damages, including lost profits or lost opportunity costs, suffered by the other Party with respect to any Claim arising out of or in connection with this Participant Agreement, including any Claim referred to in section 5.2, section 5.3 and section 5.4.
- 5.6 Notwithstanding anything else in this Participant Agreement to the contrary, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry, whether at the time of execution of this Participant Agreement or at any time during the Term, shall be void and of no legal effect.
- 5.7 The limitations, exclusions and disclaimers expressed in this Article 5 or elsewhere in this Participant Agreement shall apply irrespective of the nature of any Claim, including but not limited to breach of contract, negligence, strict liability, tort or any other theory of law, and irrespective of whether such Claim relates to loss of rights, loss of or damage to property, injury or death, and shall survive any fundamental breach and any termination or expiration of this Participant Agreement.

## **ARTICLE 6 – TERM AND TERMINATION**

### **6.1 Term**

This Participant Agreement is in effect from the date first written above and shall expire on the date that is three (3) years thereafter unless and until it is terminated in accordance with this Article.

### **6.2 Termination for Cause**

Either Party may immediately terminate the Participant Agreement upon notice to the other Party, where the other Party's acts or omissions constitute a material breach of its obligations under this Participant Agreement, and such breach is not remedied within seven (7) days following written notice received from the non-breaching Party.

#### **6.2.1 In addition to the foregoing, the Ministry may immediately terminate the Participant Agreement, upon written notice to the Participant, in the event:**

- (a) the Participant is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Participant's insolvency;

- (b) the Participant undergoes a change in control that adversely affects the Participant's ability to satisfy some or all of its obligations under this Participant Agreement;
- (c) the Participant assigns this Participant Agreement without first obtaining the written approval of the Ministry;
- (d) any information appearing in the Derivative Products in which the Licensed Products are reproduced in whole or in part is objectionable to the Ministry, acting reasonably and the Participant has had an opportunity to remove or alter such information but has failed to do so within seven (7) days of having been provided with a written notice from the Ministry, that set out which information is objectionable; or
- (e) the business practices of the Participant or the Derivative Products in which the Licensed Products are reproduced in whole or in part jeopardize or cause loss of respect to the Ministry and/or the other Participants.

### 6.3 **Termination for Convenience**

Either Party may terminate this Participant Agreement at any time upon one hundred and twenty (120) days' prior notice to the other Party.

### 6.4 **Termination by Ministry**

In addition to the provisions of section 6.3, the Ministry may terminate the Participant Agreement, upon written notice to the Participant, in the event that the Supplier's Agreement is terminated or the work required of the Supplier for this Phase of the Project is terminated by the Ministry.

### 6.5 **Termination of Licence**

Upon termination of this Participant Agreement by reason that the Participant is in material breach of its obligations hereunder and such breach has not been remedied within seven (7) days following written notice from the Ministry or any other event listed in section 6.2.1, the Licence shall also terminate. The Participant shall immediately cease using any of the Licensed Products; it shall use commercially reasonable efforts to delete and/or destroy all Licensed Products and shall provide the Ministry with written confirmation thereof.

### 6.6 **No Reimbursement for the Participant's Contribution in the event of Termination**

In the event of termination of this Participation Agreement for any reason, the Ministry shall not be required to reimburse the Participant's Contribution, or part thereof to the Participant.

## **ARTICLE 7 – General**

- 7.1 Each Party represents and warrants that it has the full right and power to enter into this Participant Agreement and there is no agreement with any other Person which would in any way interfere with the rights of the other Party under this Participant Agreement.

- 7.2 The Parties represent that their respective representatives have the authority to legally bind them to the extent permissible by law. The Parties may designate a different representative by providing notice in writing in accordance with the terms of this Participant Agreement.

The Primary Contact of each Party shall be responsible for administrative and/or technical matters as between the Parties that are associated with the Participation Agreement and/or including arranging meetings between the Parties and sending/receiving invoices and payments.

- 7.3 Any failure by a Party to insist in one or more instances upon strict performance by the other Party of any of the terms or conditions of this Participant Agreement shall not be construed as a waiver by the Party of its right to require strict performance of any such terms or conditions, and the obligations of the Participant with respect to such performance shall continue in full force and effect.
- 7.4 This Participant Agreement embodies the entire agreement between the Parties and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution of this Participant Agreement.
- 7.5 If any term or condition of this Participant Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of this Participant Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 7.6 The headings in this Participant Agreement are for convenience of reference only and in no manner modify, interpret or construe this Participant Agreement.
- 7.7 Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Participant Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Participant Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services or lack of money or ability to pay any amounts owing under the Participant Agreement. If a Party seeks to excuse itself from its obligations under this Participant Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.
- 7.8 Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, email or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Participant Address to the attention of the Participant Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) Business Day after such notice is received by the Party to whom such notice is given. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the Parties

expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

- 7.9 Any changes to this Participant Agreement shall be by written amendment signed by the Ministry and Participant. No changes shall be effective or shall be carried out in the absence of such an amendment.
- 7.10 All sections intended to survive, including without limitation Article 4.0, shall survive the expiry or termination of this Participant Agreement.
- 7.11 This Participant Agreement shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.
- 7.12 This Participant Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 7.13 This Participant Agreement may be executed in counterparts, including facsimile or “pdf” counterparts (all of which shall together constitute one and the same agreement).

**IN WITNESS WHEREOF** the Parties have executed this Participant Agreement effective as of the date first above written.

**Her Majesty the Queen in right of Ontario as represented by  
the Minister of Natural Resources and Forestry**

\_\_\_\_\_  
Name: Steve Gregory  
Title: Director, Mapping and Information Resources Branch

**The Corporation of The Town of Fort Frances**

\_\_\_\_\_  
Signature  
Name: Elizabeth Slomke  
Title: Municipal Clerk  
I/we have authority to bind the Participant

\_\_\_\_\_  
Signature  
Name: Roy Avis  
Title: Mayor  
I/we have authority to bind the Participant



## SCHEDULE 1 – LICENSED PRODUCTS

### Licensed Products/Deliverables – Subset listing

NOTE: The following Licensed Products will be provided to the Participant on appropriate media directly from the Supplier. Additional Licensed Products that are not included in this Subset of Deliverables, such as the stereo data, may be requested at a later date by contacting the Primary Contact for the Ministry.

All georeferenced Licensed Products will be delivered using the Coordinate System: UTM15 NAD83CSRS\_CGVD28-1978\_CGG2000\_HT2\_meters

1. Project Level Data
  - a. Flight\_Lines
    - i. Shapefiles with flight lines and way points
    - ii. Includes acquisition dates of when the imagery was acquired.
  - b. Metadata
    - i. Metadata that includes details about the project and data in .html format.
    - ii. Readme Files: .txt format describing products
  - c. NWOOP2017\_Participant\_Tile\_Index
    - i. Shapefile containing the tiles selected of the area(s) of interest for an organization and will be used to “clip” a subset
    - ii. Defines the geographic extent for each delivery/organization
    - iii. Provided directly to Fugro by MNRF, as determined with each participating organization
2. NWOOP2017\_20cm\_8BIT\_Orthophotography
  - a. All tiles will be labelled/named with the following convention/scheme: (Sample tile label: *1km153000487202017NWOOP.tiff*) --- where:
    - i. *1km* – tile extent (1km x 1km)
    - ii. *15* – UTM zone that the imagery is located/projected in
    - iii. *3000* – truncated easting value of the lower left corner of the tile
    - iv. *48720* – truncated northing value of the lower left corner of the tile
    - v. *2017* – year of acquisition of the imagery
    - vi. *NWOOP* – Project name or identifier
    - vii. *.tiff* – file format (TIFF or JP2)
    - viii. *NOTE:* other associated image related files, such as world files etc. will be included, where applicable
  - b. GEOTIFF
    - i. Full resolution (20cm) RGBNiR geotiff tiles matching organizational area(s) of interest tile index
    - ii. Images provided in 1 km x 1km tiles as per prescribed naming conventions.
    - iii. Separated by UTM zone, where applicable

c. JPEG2000

- i. Compressed (10 to 1) RGBNiR Jpeg2000 tiles matching organizational area(s) of interest tile index
- ii. Images provided in 1 km x 1km tiles as per prescribed naming conventions.
- iii. Separated by UTM zone, where applicable

## SCHEDULE 2 - MAP DEPICTING THE GEOGRAPHIC AREA(S) OF THE PARTICIPANT

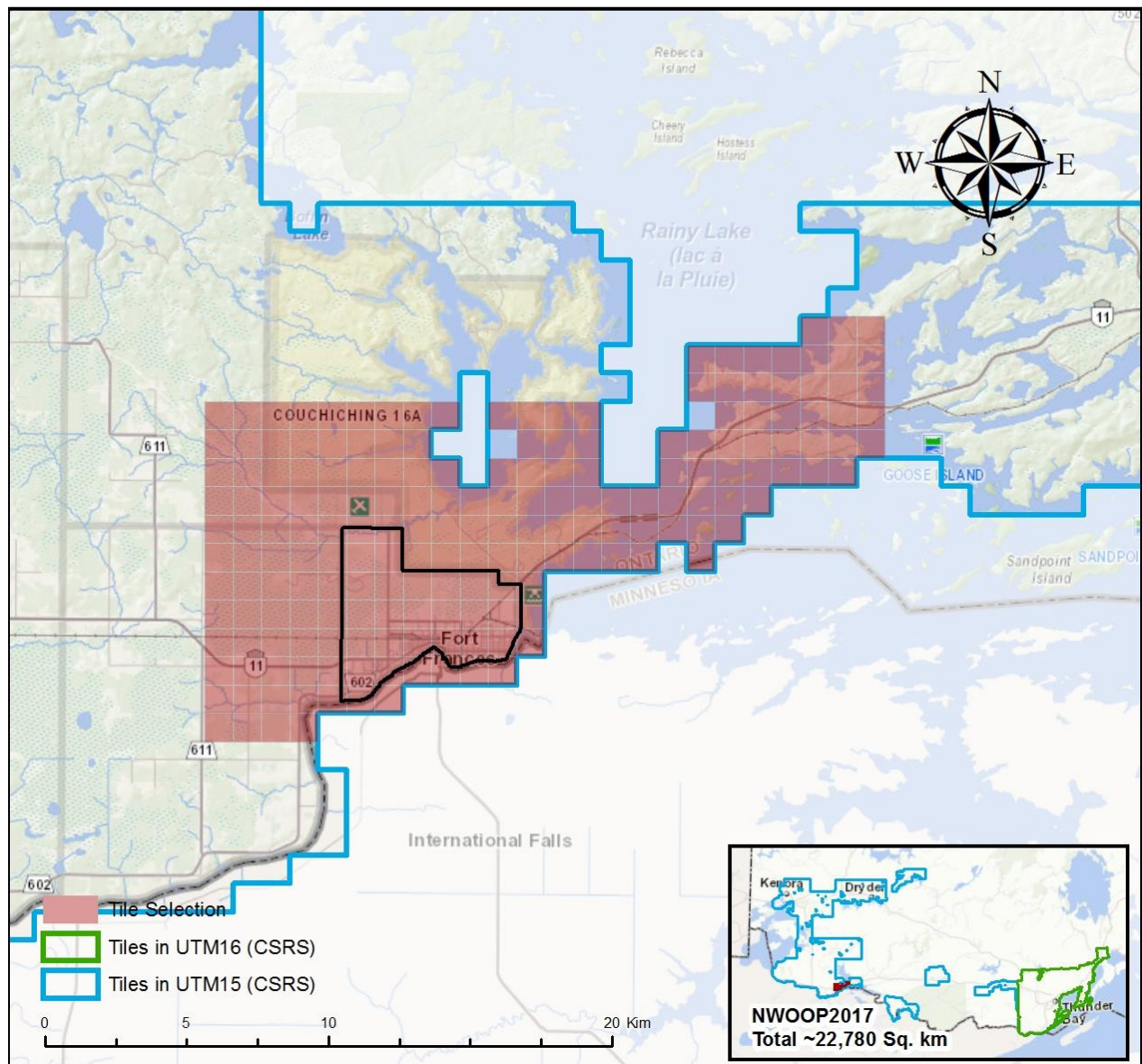
All products to be delivered in UTM Zone 15 georeferenced coordinate system

Total # sq. km. (tiles) = 189

Cost per sq. km. (tile) = Minimum Allowable Contribution

Total Cost: \$1000

### North West Ontario Orthophoto Project 2017 Town of Fort Frances 189 Tiles z15



### **SCHEDULE 3 – LIST OF PARTICIPANTS**

*(NOTE: Participant List is subject to change after Agreement is finalized – contact the Ministry Primary Contact for clarification, if required)*

#### **Sector/Organizations**

##### **Federal (3)**

- Indigenous and Northern Affairs Canada
- Environment Canada - CWS
- Natural Resources Canada - Ontario Region

##### **First Nations (0)**

##### **Municipal (14)**

- The City of Thunder Bay
- The Township of Dorion
- The City of Dryden
- The Town of Fort Frances
- The City of Kenora
- The Municipality of Neebing
- The Township of Chapple
- The Municipality of Sioux Lookout
- The Town of Atikokan
- The Municipality of Shuniah
- The Township of Sioux Narrows – Nestor Falls
- The Township Red Rock
- The Township of Nipigon
- The Township of O'Connor

##### **Non-Government Organizations/Agencies/Commissions (2)**

- International Institute for Sustainable Development
- Nature Conservancy of Canada

##### **Private Sector (4)**

- Thunder Bay Hydro
- Union Gas
- Benton Resources
- Hydro One

##### **Conservation Authorities (1)**

- Lakehead Conservation Authority

October 4, 2017

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Airport Facility Lease Renewal – CBRE Maintenance Garage Bay November 1, 2017 to March 31, 2018**

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Please find attached the report prepared by Tom Batiuk, Airport Supervisor, outlining the renewal of a lease with Her Majesty the Queen in Right of Ontario for one bay of the maintenance garage for the storage of equipment for the Ministry of Natural Resources and Forestry (MNRF). The lease agreement is for one term of 5 months from November 1, 2017 to March 31, 2018 at a rate of \$6717.10 per year or \$103.34 per day and 3 days per week.

It is recommended by the Operations & Facilities Executive Committee that Council renew the lease rate with MNRF at \$103.34 per day for the next five (5) months and that the Mayor and Clerk be authorized to execute the lease agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, EIT

**Council approval of this report will ensure that Council renew the lease rate with MNRF at \$103.34 per day for the next five (5) months and that the Mayor and Clerk be authorized to execute the lease agreement on behalf of the Corporation.**

Manager of Operations and Facilities

2017OctAirportMaintenanceCBRELease



2017-09-25

To: Travis Rob, O&F Division Manager

From: Tom Batiuk

Re: Lease for Garage Bay for MNR

Please find attached the rental lease agreement for the MNR to use the garage bay located at the airport. This lease will result in a revenue stream to the airport in the amount of \$6717.10 based on the 3 days per week. This lease will be paid in equal monthly installments to the airport in the amount of \$1343.42 for the term of November 1<sup>st</sup>, 2017 to March 31<sup>st</sup>, 2018. This will not affect the airport operation in any capacity. It is my recommendation that we execute this agreement and commence business with the MNR to utilize this space as laid out in the attached agreement.

Kind Regards,

Tom Batiuk  
Airport Supervisor



The Corporation of the Town of Fort Frances  
**Attention: Mr. Tom Batiuk**  
320 Portage Avenue  
Fort Frances, ON  
P9A 3P9

Tel: 807-274-3930

CBRE Limited | Global Workplace Solution  
Ontario Infrastructure and Lands Corporation  
18 King Street East, Suite 1100  
Toronto, ON M5C 1C4  
416 775 1346 Tel | 416 775 3989 Fax  
Rose.figueira@cbre.com

September 19, 2017

RE: 1300 Frog Creek Road, Fort Frances, Ontario  
Reference Number(s): L12249 Third Licence Extension and Amending Agreement

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Dear Mr. Batiuk,

Please find enclosed three (3) executable copies of the above noted agreement for the Landlord's execution.

Once signed and dated kindly return all copies to my attention. Two (2) fully executed originals of the agreement will be returned to your office.

Should you have any questions or concerns please do not hesitate to contact me at 416-775-1346.

Sincerely,

Rose Figueira  
Transaction Management Coordinator, Documentation  
CBRE Limited | Global Workplace Solutions  
IO Property and Land Management Services

Enclosure

L12249

### THIRD LICENCE EXTENSION AND AMENDING AGREEMENT

**THIS AGREEMENT** made in triplicate as of November 1, 2017.

**BETWEEN:**

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

(the “Licensor”)

- and -

**OF THE FIRST PART**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS  
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(the “Licensee”)

**OF THE SECOND PART**

**WHEREAS:**

- A. By a licence agreement dated February 15, 2015 (the “Original Licence”), the Licensor did license unto Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure (“MEDEI”) for a term of three (3) months commencing on February 15, 2015 and ending on May 14, 2015 (the “Original Term”), the premises more particularly described as eight hundred (800) square feet as set out on Schedule “C” attached thereto (the “Licensed Premises”), in the building municipally known as 1300 Frog Creek Road (the “Building”), in the unorganized township of Miscampbell, also in the Town of Fort Frances, in the Province of Ontario (the “Lands”), as more particularly described in Schedule “A” attached thereto, in addition to other terms and conditions as set out therein.
- B. By a licence extension and amending agreement dated November 1, 2015 (the “First Licence Extension and Amending Agreement”) the Licensor and MEDEI agreed to extend the Original Term in accordance with the terms of the Original Licence, with an extension term commencing on January 1, 2016 and expiring on March 31, 2016 (the “First Extension Term”), in addition to other terms and conditions as set out therein.
- C. Pursuant to the terms of the First Licence Extension and Amending Agreement, MEDEI was entitled to extend the First Extension Term for three (3) additional terms of five (5) months each.
- D. By a second licence extension and amending agreement dated November 1, 2016 (the “Second Licence Extension and Amending Agreement”) the Licensor and MEDEI agreed to extend the Term in accordance with the terms of the Original Licence, with an extension term commencing on November 1, 2016 and expiring on March 31, 2017 (the “Second Extension Term”), in addition to other terms and conditions as set out therein.
- E. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to MEDEI under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the Minister of Infrastructure.
- F. Pursuant to the terms of the Second Licence Extension and Amending Agreement, MEDEI was entitled to extend the Second Extension Term for one (1) additional term of five (5) months, for a total of three (3) further terms of five (5) months each.
- G. The Licensee has now exercised its right to extend the Second Extension Term in accordance with the terms of the Second Licence Extension and Amending Agreement, with an extension term commencing on November 1, 2017 and expiring on March 31, 2018

- (the “Third Extension Term”), in addition to other terms and conditions as set out herein.
- H. The Original Licence, the First License Extension and Amending Agreement, the Second Licence Extension and Amending Agreement and this third licence extension and amending agreement (the “Agreement”) are hereinafter collectively referred to as the “Licence”, except as specifically set out herein.

- I. The parties have agreed to extend and amend the Licence on the following terms and conditions:

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
2. The Licence is hereby extended for a further term of five (5) months commencing on November 1, 2017 and ending on March 31, 2018 (the “Third Extension Term”), at an annual licence fee of Six Thousand, Seven Hundred and Seventeen Dollars and Ten Cents (\$6,717.10) (the “Licence Fee”), payable in advance in equal monthly instalments of One Thousand, Three Hundred and Forty-Three Dollars and Forty-Two Cents (\$1,343.42) on the first day of each month during the Third Extension Term.

The annual Licence Fee is based on three (3) days of use per week at a rate of One Hundred and Three Dollars and Thirty-Four Cents (\$103.34) per day. Any additional days of use will be paid for by the Licensee at the above-mentioned daily rate upon receipt of an invoice from the Licensor for such additional use, such invoice to be issued once a year at the end of the calendar year in which such charges were incurred.

Any additional days are to be invoiced to the following:

Ministry of Natural Resources and Forestry  
300 Water Street, 3<sup>rd</sup> Floor N  
Peterborough, Ontario K9J 8M5  
Attention: Facilities Manager

3. The Licensee, as a courtesy to the Licensor, at its sole discretion, shall provide twenty-four (24) hours’ notice to the Licensor of its intended time of use of the Licensed Premises.
4. The Licensor shall provide the Licensee with keys for access and security for the Building.
5. The Licensee shall pay to the Licensor all applicable Sales Taxes assessed on the Licence Fee payable by the Licensee to the Licensor under this Licence.

“Sales Taxes” means all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by the Government of Canada and/or Ontario upon the Licensor, or the Licensee, or in respect of this Licence, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the use of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

6. The Licensee shall continue to have the right to terminate this at any time, by giving the Licensor not less than fourteen (14) days’ prior written notice of termination without penalty, compensation, damages or bonus.

In the event the Licensee exercises such right of termination, the Licensor shall promptly refund the Licensee any prepaid Licence Fee with respect to the period following the effective date of the early termination, calculated on a pro rata basis based on the remaining number of days in the current licence period.

7. The extension contemplated pursuant to this Agreement is subject to all the covenants and agreements contained in the Licence, as amended, renewed and extended from time to time,

save and except:

- (a) In the Definitions section of the Original Licence, the definition of “Open Data” shall be inserted:

“**Open Data**” means data that is required to be released to the public pursuant to the Open Data Directive.”

- (b) In the Definitions section of the Original Licence, the definition of “Open Data Directive” shall be inserted:

“**Open Data Directive**” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.”

- (c) Section 7.13, Notices, of the Original License is hereby amended to provide the following addresses for notice to the Licensee:

Ontario Infrastructure and Lands Corporation  
3767 Highway 69 South, Suite 9  
Sudbury, Ontario P3G 0A7  
Attention: Vice President, Asset Management  
Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation  
777 Bay Street, Suite 900  
Toronto, Ontario M5G 2C8  
Attention: Director, Legal Services (Real Estate and Leasing)  
Fax: 416-326-2854

And an additional copy to:

CBRE Limited  
18 King Street East, Suite 1100  
Toronto, Ontario M5C 1C4  
Attention: Global Workplace Solutions - Director, Lease Administration – OILC  
Fax: (416) 775-3989

- (d) The Licensee shall be entitled to extend the Licence for two (2) additional terms of five (5) months each (each a “Further Extension Term”). Each Further Extension Term shall be upon the same terms and conditions of the Licence except that there shall be no further right of extension and except for the Licence Fee, which shall for each Further Extension Term be based upon the market licence rate as determined by the parties as of the date which is not less than sixty (60) days prior to the commencement of the Further Extension Term, or failing such agreement, by arbitration in accordance with the *Arbitration Act, 1991*, S.O. 1991, c.17, as amended, or any successor act. The Licensee shall give written notice to the Licensor of its extension of this Licence not less than sixty (60) days prior to the end of the Third Extension Term or Further Extension Term, as the case may be.

The Licensor and Licensee acknowledge and agree that the extension rights granted in subsection 7(c) of this Agreement shall supersede any remaining extension rights contained in the Original Licence, the First Licence Extension and Amending Agreement and the Second Licence Extension and Amending Agreement and any such remaining extension rights contained in the Original Licence, the First Licence Extension and Amending Agreement and the Second Licence Extension and Amending Agreement shall be of no further force and effect.

- (e) The Licensor agrees that upon the request of the Licensee, the Licensor, and any Person hired by the Licensor: (i) to do work on the Building; or (ii) who requires access to the Licensed Premises to do any work, whether to the Licensed Premises or otherwise,

shall undergo security screening checks in compliance with Ontario Government policies. The Licensors further agree that any Person hired by the Licensors to supply janitorial services to the Building shall be reputable and all of its employees shall be bonded.

(f) All sections, clauses or provisions of the Licence which obligate the Licensee to pay interest to the Licensors for any reason whatsoever are hereby amended to delete the obligation of the Licensee to pay interest to the Licensors, in order to conform with the Licensee's obligation to comply with the Financial Administration Act, R.S.O. 1990, c.F.12, as amended.

8. The Licensors and the Licensee hereby mutually covenant and agree that during the Third Extension Term they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Licence.

9. The Licensors and any of its successors, assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensee, with the License or the exercise of any of the rights or obligations of the Licensors hereunder. The Licensors shall disclose to the Licensee in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensors' other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

10. Except as otherwise specifically provided in this Agreement, all words and expressions used in the Original Licence shall apply to and be read as applicable to the provisions of this Agreement.

11. The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.

12. The Licensors acknowledge and agree that the commercial and financial information in this Agreement is subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 and the Open Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Licence or of any information or documents..

13. This Agreement shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

14. This Agreement shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

**EXECUTED** by each of the parties hereto under seal on the dates written below.

**SIGNED, SEALED AND  
DELIVERED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signing Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS  
REPRESENTED BY THE MINISTER OF  
INFRASTRUCTURE, AS REPRESENTED BY ONTARIO  
INFRASTRUCTURE AND LANDS CORPORATION**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signing Officer



October 4, 2017

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Airport Property – Land Lease Private Aircraft Hangers**

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Please find attached the report prepared by Tom Batiuk, Airport Supervisor, outlining the renewal of a private hangar lot lease with Melaire LTD. The hangar lot lease agreement is for a 25-year term with the lease rate to be renegotiated every five (5) years. The existing 2017 rate for land lease for private hangar is \$1.79 per square meter plus HST. Melaire LTD's hanger lot is 300 square meters in size.

It is recommended by the Operations & Facilities Executive Committee that Council renew the hangar lot lease rate with Melaire LTD at \$1.79 per square meter for the next five (5) years and that the Mayor and Clerk be authorized to execute the updated lease rate agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, EIT

**Council approval of this report will ensure the following that Council renew the hangar lot lease rate with Melaire LTD at \$1.79 per square meter for the next five (5) years and that the Mayor and Clerk be authorized to execute the updated lease rate agreement on behalf of the Corporation.**

Manager of Operations and Facilities

2017OctoberMelaireLease



2017-09-25

To: Travis Rob

From: Tom Batiuk

Re: Melaire LTD lease renewal

Attached are the lease renewal documents for Melaire LTD. These lease documents are set to commence on June 1, 2017 and expire on May 31<sup>st</sup> 2022. Please review the attached documentation with my recommendation for approval by Town Council.

Kind Regards,

Tom Batiuk  
Airport Supervisor

**THIS AGREEMENT** made this 1st day of June, Two Thousand and Seventeen

**BETWEEN:**

THE CORPORATION OF THE TOWN OF FORT FRANCES  
(The “Town”)

-And-

MELAIRE LTD.  
(The “Tenant”)

**WHEREAS:**

- A. The Town and the Tenant hereinafter collectively referred to as the “Parties” entered into an agreement of lease (the “Lease”) dated June 1, 2002 with respect to the property (“Demised Premises”) described as: A hangar lot comprising of approximately 300 square meters at the Fort Frances Airport.
- B. The copy of the lease dated June 1, 2002, in each of the Parties possession forms Part of this Agreement as Schedule “A”.
- C. The term (the “Term”) of this lease is due to expire and end May 31, 2017.
- D. The Town desires to lease to the Tenant and the Tenant desires to lease from the Town the Demised Premises for a further Term, namely, from June 1, 2017 to and including May 31, 2022 on substantially the same terms and conditions as set out in the Lease.

**NOW THEREFORE** the Parties agree as follows:

- 1. The Town agrees to lease to the Tenant and the Tenant agrees to lease from the Town the Demised Premises for a further Term from and including June 1, 2017 to May 31, 2022.
- 2. The annual amount payable by the Tenant to the Town in respect of the Tenant’s lease of the Demised Premises for the Term June 1, 2017 to May 31, 2022 shall be the sum of \$606.81, HST included, which amount shall be payable by the Tenant to the Town upon the signing of this agreement.
- 3. Except as set out in this agreement, the Lease by the Tenant of the Demised Premises from the Town for the term shall be upon the same terms and conditions as set out in the Lease.

**IN WITNESS WHEREOF** the Parties have executed this Agreement.

For: The Corporation of the Town of Fort Frances:

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk

For: Melaire Ltd.

Witness: \_\_\_\_\_

Per: \_\_\_\_\_  
Gordy Melville

“I have the authority to bind the corporation”

September 15, 2017

Report To: Mayor & Council

From: Travis Rob, Manager of Operations & Facilities

**SUBJECT: August 2017 Drinking Water Systems Monthly Summary Report**

Please find attached the August 2017 Summary Report on the drinking water systems, prepared by Randy White, Senior WTP Operator.

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

Respectfully submitted,  
Operations & Facilities Division

Travis Rob, E.I.T.  
Manager of Operations & Facilities

<b>Council approval of this report will</b> accept the August 2017 report prior to it being made available to the general public.
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c.c. – Doug Herr, Environmental & Facilities Supt.  
Randy White, Senior WTP Operator

03CouncilwaterreportMarch 2015

**August, 2017**

**Monthly Summary Report  
Water Systems**

**Prepared by: Randy White, ORO  
Senior Water Treatment Plant Operator**

**Dated: September 19, 2017**



### 1) **Introduction:**

This report contains the major maintenance activities and operational events that occurred during the month of August 2017 at the Water Treatment Plant - Water Works # 220000978 and the Airport Groundwater Well Water Works No. 849N7DGE0 (Precedes Airport Groundwater Well Water Works No. 26002736). This information report has been prepared for Council to better understand how the water systems they own and operate are maintained on a monthly basis. Also, this report will assist Council as Directors of the Corporation in exercising its obligation to meet a reasonable Standard of Care as outlined in Section 19 of the Safe Drinking Water Act.

A NEW drinking water system at the Airport was put into service August 01, 2017. The system is classified as a Small Drinking Water System, System No. 849N7DGE0 which falls under the requirements of Ontario Regulation 319/08 – Small Drinking Water Systems. The old drinking water system, Airport Groundwater Well Water Works # 26002736 has been decommissioned.

### 2) **Flow Data:**

Water Treatment Plant: See attached spreadsheet. No flow data for Airport groundwater well.

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

Water Treatment Plant (treated): 5 samples taken no adverse results

Water Treatment Plant (raw): 5 samples taken no adverse results

Water Distribution System: 20 samples taken where 25% of samples were tested for heterotrophic plate count (HPC) - no adverse results.

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

Water distribution samples taken at the following locations:

- |                       |                        |                      |              |
|-----------------------|------------------------|----------------------|--------------|
| 1. 1111 First St. E.  | 2. 1104 Church St.     | 3. 800 Fifth St. W.  | 4. W. Tower  |
| 5. 1111 First St. E.  | 6. 1324 King's Hwy.    | 7. 110 Victoria Ave. | 8. W. Tower  |
| 9. 740 Scott St.      | 10. 1036 Victoria Ave. | 11. 901 Wright Ave.  | 12. W. Tower |
| 13. 1111 First St. E. | 14. 1150 Portage Ave.  | 15. 901 Wright Ave.  | 16. W. Tower |

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

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

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

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

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

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

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

**7) Maintenance Activities at the WTP:**

- Aug. 03<sup>rd</sup> - cleaned top and bottom tanks on the poly unit.
  - cleaned all four (4) check valves on the poly unit.
- Aug. 21<sup>st</sup> - annual calibrations by Lakeside Process Controls.
- Aug. 22<sup>nd</sup> - annual calibrations by Lakeside Process Controls.
- Aug. 23<sup>rd</sup> - annual calibrations by Lakeside Process Controls.
  - ran standby generator for one (1) hour.
  - greased chains, bearings and gears on both clarifiers.
- Aug. 24<sup>th</sup> - cleaned top and bottom tanks on the poly unit.
  - cleaned all four (4) check valves on the poly unit.

**8) Water Complaints:**

- Poor Pressure – 0 complaints:
- Water quality – 0 complaints:

**9) Other Miscellaneous Information:**

Aug. 02<sup>nd</sup> - calibrated distribution chlorine analyzer.  
- took grab samples off filters.

Aug. 08<sup>th</sup> - took weekly routine micro samples.  
- water main break repair - Sixth St. W. (200 blk.) - micro samples - 1<sup>st</sup> set.  
- water main (new) - reconnection to Town system - Nelson St. (600 blk.) - micro samples - 1<sup>st</sup> set.

Aug. 09<sup>th</sup> - water main break repair - Sixth St. W. (200 blk.) - micro samples – 2<sup>nd</sup> set.  
- water main (new) - Nelson St. (600 blk.) - micro samples – 2<sup>nd</sup> set.  
- took DWSP samples.  
- took micro and quarterly samples at Sunny Cove Camp.

Aug. 14<sup>th</sup> - took weekly routine micro samples.

Aug. 21<sup>st</sup> - took weekly routine micro samples

Aug. 24<sup>th</sup> - construction micro samples: Temporary main - Second St. E. (200 blk.).

Aug. 28<sup>th</sup> - took weekly routine micro samples.

Aug. 29<sup>th</sup> - took samples at the Landfill Site.

Aug. 31<sup>st</sup> – received a load of Liquid Alum.

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

- Randy White, ORO, Senior WTP Operator: \_\_\_\_\_
- Doug Herr, Environmental & Facilities Supt.: \_\_\_\_\_
- Travis Rob, Manager of Operations & Facilities: \_\_\_\_\_
- Doug Brown, CAO: \_\_\_\_\_
- Paul Ryan, Chair O& F Exec Committee: \_\_\_\_\_
- Roy Avis, Mayor: \_\_\_\_\_
- June Caul, Councillor: \_\_\_\_\_
- John Albanese, Councillor: \_\_\_\_\_
- Wendy Brunetta, Councillor: \_\_\_\_\_
- Doug Kitowski, Councillor: \_\_\_\_\_
- Ken Perry, Councillor: \_\_\_\_\_

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

**Monthly Report August 2017**

Operating Data	Units	*MAC	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	Average		
		or Range																																			
Flow rates																																					
Raw Water	10^3 M^3	17	6.52	6.55	6.68	6.66	6.43	6.62	6.59	6.89	6.59	6.66	6.56	6.69	6.29	6.74	6.55	6.47	6.73	6.66	6.55	6.61	6.68	6.64	6.68	6.54	6.63	6.42	6.41	6.90	6.60	6.60	6.55	204.69	6.60		
Peak Instantaneous - Raw Water	L/s	n/a	76.93	77.34	77.61	77.80	77.62	77.62	77.53	77.44	77.44	77.36	77.55	76.55	76.58	77.34	76.74	76.70	76.91	77.13	77.64	77.65	77.28	77.17	77.14	77.02	77.19	76.96	76.97	76.95	76.94	76.90	77.18	2393.18	77.20		
Treated Water	10^3 M^3	17	5.68	4.27	4.72	5.00	4.56	3.63	3.87	4.62	4.05	4.71	3.67	4.56	3.64	4.12	4.32	4.10	3.88	3.38	4.01	3.48	3.84	3.57	3.39	3.68	3.56	3.31	3.30	3.48	3.67	3.70	3.65	123.42	3.98		
Peak Instantaneous - Treated Water	L/s	n/a	88.10	83.36	87.09	89.12	85.72	85.72	82.06	82.08	88.09	82.32	81.08	87.31	83.95	82.59	82.77	85.93	82.52	81.06	81.41	81.95	80.64	81.66	81.52	96.74		86.86	82.13	81.16	81.65	81.68	82.11	2520.38	84.01		
BackWash Water	10^3 M^3	n/a	0.253	0.245	0.269	0.253	0.251	0.269	0.250	0.246	0.268	0.250	0.247	0.269	0.251	0.245	0.267	0.268	0.252	0.246	0.266			0.251	0.246	0.368	0.251	0.249	0.304	0.251	0.248	0.265	0.250	7.548	0.260		
Fluoride Information																																					
Fluoride Residual - Treated Water	mg/l	0.5 to 0.8	0.69	0.69	0.68	0.70	0.70	0.69	0.68	0.72	0.74	0.77	0.78	0.71	0.75	0.77	0.74	0.71	0.69	0.73	0.76	0.75	0.70	0.73	0.70	0.67	0.59	0.60	0.61	0.63	0.67	0.70	0.73	21.78	0.70		
Turbidity Information																																					
Raw Water	NTU	n/a	1.91	1.84	1.69	1.86	1.67	1.62	1.74	1.69	1.71	1.66	1.71	1.65	1.69	1.81	1.76	1.68	1.79	1.70	1.63	1.71	1.68	1.73	1.69	1.58	1.69	1.47	1.56	1.70	1.52	1.63	1.66	52.43	1.69		
Settled Water	NTU	n/a	0.14	0.14	0.11	0.10	0.10	0.12	0.12	0.10	0.11	0.12	0.12	0.12	0.12	0.11	0.13	0.15	0.17	0.15	0.15	0.14	0.16	0.17	0.18	0.16	0.14	0.13	0.14	0.16	0.17	0.17	0.17	4.27	0.14		
Treated Water	NTU	1	0.06	0.08	0.06	0.06	0.06	0.07	0.06	0.08	0.09	0.07	0.09	0.07	0.09	0.09	0.09	0.08	0.08	0.09	0.09	0.08	0.09	0.09	0.08	0.09	0.08	0.08	0.08	0.09	0.09	0.09	0.10	2.50	0.08		
Other Operating Parameters																																					
pH - Treated Water	no units	6.5 to 8.5	7.31	7.36	7.34	7.29	7.36	7.37	7.31	7.35	7.31	7.27	7.21	7.15	7.22	7.25	7.24	7.35	7.38	7.36	7.35	7.33	7.35	7.31	7.33	7.36	7.32	7.30	7.34	7.31	7.29	7.30	7.27	226.59	7.31		
pH - Settled water	no units	n/a	6.13	6.26	6.18	6.16	6.19	6.18	6.21	6.12	6.23	6.21	6.19	6.21	6.25	6.31	6.44	6.35	6.43	6.38	6.70	6.36	6.41	6.37	6.35	6.36	6.30	6.36	6.31	6.36	6.41	6.38	6.36	195.46	6.31		
pH - Raw Water	no units	n/a	7.16	7.20	7.27	7.24	7.20	7.26	7.29	7.17	7.19	7.29	7.21	7.17	7.19	7.22	7.13	7.11	7.26	7.21	7.25	7.20	7.21	7.25	7.21	7.25	7.21	7.25	7.27	7.29	7.30	7.31	7.30	7.32	7.35	224.28	7.23
FAC - Treated Water	mg/l	0.2 to 4	2.48	2.27	2.20	2.26	2.04	2.07	2.15	2.39	2.23	2.34	2.41	2.32	2.26	2.28	2.30	2.26	2.20	2.24	2.18	2.08	2.16	2.20	2.20	2.26	2.20	2.24	2.24	2.36	2.30	2.34	2.38	69.84	2.25		
Total Chlorine Residual Treated	mg/l	0.3 to 7	2.66	2.48	2.52	2.46	2.20	2.24	2.36	2.52	2.42	2.56	2.62	2.52	2.42	2.44	2.46	2.36	2.44	2.38	2.28	2.20	2.36	2.38	2.36	2.34	2.38	2.42	2.46	2.52	2.48	2.50	2.56	75.30	2.43		
Temperature	C	15	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	23.0	22.0	22.0	23.0	22.0	22.0	22.0	21.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	667.0	21.5			
Fluoride used (Total Daily Consumption)	kg	n/a	22.0	22.0	21.0	22.0	20.0	21.0	20.0	22.0	19.0	21.0	20.0	20.0	18.0	19.0	19.0	22.0	23.0	23.0	22.0	23.0	23.0	22.0	22.0	22.0	21.0	21.0	21.0	22.0	21.0	20.0	20.0	654.0	21.1		
Chlorine used (Total Daily Consumption)	kg	n/a	32.0	32.0	34.0	33.0	33.0	34.0	33.0	36.0	31.0	34.0	33.0	35.0	32.0	34.0	34.0	33.0	35.0	34.0	33.0	34.0	34.0	35.0	33.0	33.0	33.0	32.0	33.0	35.0	33.0	33.0	33.0	1036.0	33.4		
Soda ash (Total Daily Consumption)	kg	n/a	228.2	229.3	233.8	233.1	225.1	231.7	230.7	241.2	230.7	233.1	229.6	234.2	220.2	235.9	229.3	226.5	235.6	233.1	229.3	231.4	233.8	232.4	233.8	228.9	232.1	224.7	224.4	241.5	231.0	231.0	229.3	7164.2	231.1		
Soda Ash - Dosage	mg/l	n/a	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	1085.0	35.0		
Alum residual - (Total Daily Consumption)	kg	n/a	228.2	229.3	233.8	233.1	225.1	231.7	230.7	241.2	230.7	233.1	229.6	234.2	220.2	235.9	229.3	226.5	235.6	233.1	229.3	231.4	233.8	232.4	233.8	228.9	232.1	224.7	224.4	241.5	231.0	231.0	229.3	7164.2	231.1		
Alum residual - Dosage	mg/l	n/a	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	1085.0	35.0		
Alum residual - Treated Water	mg/l	0.1	0.04	0.06	0.04	0.01	0.02	0.02	0.01	0.03	0.04	0.04	0.04	0.01	0.01	0.03	0.01	0.02	0.01	0.01	0.01	0.03	0.03	0.02	0.03	0.02	0.02	0.03	0.02	0.01	0.02	0.01	0.02	0.72	0.02		
Poly bags added (25 kg bags )	kg			0.5		0.5											0.5				0.5			0.5					0.5					75.0			

Flow Data August	Units	2015		2016		2017	
		Day of the Month		Day of the Month		Day of the Month	
Total Raw Water	m <sup>3</sup>		195880		178410		204690
Raw Maximum Day	m <sup>3</sup>	Tuesday 4th & Sunday 23rd	6620	Thursday 11th	6010	Monday 28th	6900
Raw Minimum Day	m <sup>3</sup>	Monday 31st	5370	Wednesday 24th	5170	Sunday 13th	6290
Raw Average Daily Consumption	m <sup>3</sup>		6320		5760		6600
Total Treated Water	m <sup>3</sup>		130290		137500		123420
Treated Water Maximim Day Consumption	m <sup>3</sup>	Sunday 16th	5030	Wednesday 03rd	5500	Tuesday 01st	5680
Treated Water Minimim Day Consumption	m <sup>3</sup>	Sunday 23rd	3510	Sunday 07th	3370	Sunday 27th	3300
Treated Water Average Day Consumption	m <sup>3</sup>		4200		4440		3980
Daily Average Per Household Consumption Rate	m <sup>3</sup>		1.11		1.17		1.05
* Daily Average Per Person Consumption Rate	m <sup>3</sup>		0.53		0.56		0.50
Monthly Averages - Operating Parameters WTP:							
FAC Residual - Treated Water	mg/L		2.10		2.24		2.25
Total Chlorine Residual - Treated Water	mg/L		2.38		2.50		2.43
Aluminum Sulphate - Raw Water	mg/L		35.0		35.0		35.0
Aluminum Sulphate - Treated Water Residual	mg/L		0.03		0.02		0.02
Fluoride - Treated Water	mg/L		0.56		0.63		0.70
Soda Ash - Raw Water	mg/L		35.0		35.0		35.0
PH - Adjusted	mg/L		7.20		7.19		7.31
Temperature	C		20.1		22.2		21.5
Quantity of Chemical Used:							
Aluminum Sulphate	kg		6855.8		6244.4		7164.2
Polyelectrolyte	kg		62.5		75.0		75.0
Chlorine Gas	kg		947		894		1036
Soda Ash - Used for PH Adjustment	kg		6855.8		6244.4		7164.2
Fluoride	kg		600		542		654

\* The Canadian Average is 450 Litres (0.45 m<sup>3</sup>) per day.

\* Population is 7986

\* Number of Households is 3783





**Ontario Clean Water Agency**  
**Agence Ontarienne Des Eaux**

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

September 11, 2017

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  
August 2017 Monthly Report**

As per the operating agreement, the attached document is the August 2017 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 CTD'.

Kelly Cunningham  
Senior Operator

For Larry Wachter  
Operations Manager

**The Corporation of the Town of Fort Frances  
Wastewater Treatment Plant  
(Sewage Plant)  
August 2017 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 August 2017; 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 <sup>3</sup> /day (average flow)
Service Area	Town of Fort Frances and Couchiching Reserve
Service Population	9000
Effluent Receiver	Rainy River
Major Process	Secondary treatment facility complete with a phosphorus removal system; ultra violet disinfection; aerobic sludge stabilization and dewatering

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

## **LABORATORY**

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

## AUGUST 2017 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 <sub>5</sub>	2.0 mg/L	25 mg/L	15 mg/L	11.5 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	2.4 mg/L	25 mg/L	15 mg/L	14.5 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.13 mg/L	1.0 mg/L	0.9 mg/L	0.78 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	8.13 mg/L 6.67 mg/L					
Total Cl <sub>2</sub> Residual		<0.01 mg/L (when in use)				
E-Coli		5.2 count/100 ml (geometric mean )		200 count/100ml (geometric mean )		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 7.5 to 8.0; average pH was 7.7		
Temperature degrees C				Temperatures ranged from 17.0 to 18.0 C; average temperature of effluent was 17.6 C		

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

## WASTEWATER LIQUID PROCESS

The average daily flow for August was 5869.6 m<sup>3</sup>/day. This represents 65% of the design average flow. Total treated flow for the month was 181956 m<sup>3</sup>.

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 Environmental Compliance Approval.

## INVENTORY

Chemical	End of Month Status	Units
Hypochlorite	1075 +/- @ 8.0% +3x205 L @ 12%	Litres
Alum	8.0 +/- @ 55 %	Cubic meters
Polymer	2 x 205 L drums	Liters

## 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 all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain
- Biweekly inspection of spiral screen access hatch, removed wrapped debris as required
- Greased flocculator seal bearing
- Replaced shear pin clarifier longitudinal drive #1
- Weekly manifold wash on the Fournier press
- Removed access panels and hosed grit snail, rotated wear bars
- Removed debris from teacup
- Replaced RAS pump #1
- Flushed digester level sensor
- Cleaned springs and balls in polymer check valves
- Auto dialer reset with jumper JB5

### Pump Stations:

- Ran gensets
- Changed seal water strainers
- Hosed and removed debris from Boundary Road and Church Street lift stations
- Replaced UPS units at Central Avenue and Fifth Street lift stations
- Asselin Storage and Transportation Limited removed debris from Central Avenue lift station wet well

## **PROCESS AND OPTIMIZATION ISSUES**

The lack of a booster pump for the polymer system dilution water is preventing further optimization of the new sludge thickener.

## **SLUDGE SUMMARY**

Asselin Storage and Transportation Limited hauled a calculated total of 84.6 m<sup>3</sup> (13 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 17.5 % TS for the month.

## **COMPLAINTS**

There were no complaints during the report period.

## **BYPASS/OVERFLOW REPORT(S)**

There were no bypass or overflow events during the reporting period.

## **COMMENTS**

Plant power consumption for the month was 668 (x 180 multiplier) kWh.

Asselin Storage and Transportation Limited removed debris from Central Avenue lift station wet well.

Screen and Dewatering Upgrades at the FFWWTP have been under way since May 30, 2016.

## **REPORTS**

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

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

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

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

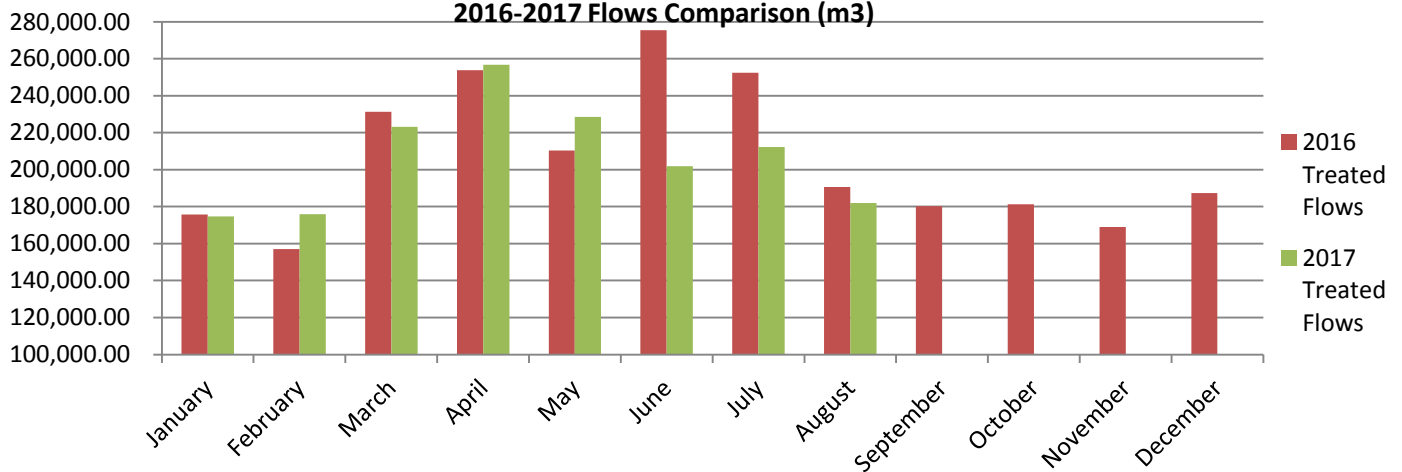
Month	Sewage Flows Year 2016					Usage	Sludge	Sludge	Removal Efficiency	
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	Bins	CBOD5 0.96700275	
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Hauled	Suspended Solids 0.964426506	
	m3	m3	Volume ML	Volume ML	ML		M3		Total Phosphorus 0.917228694	
January	5636.9	6162	174745		174745	63%	85.3	11		
February	6284.1	9818	175956		175956	70%	63.3	8		
March	7199.5	8844	223183		223183	80%	85.4	12		
April	8558.6	10641	256759	350	256759	95%	83.8	11		
May	7372.6	9480	228551		228551	82%	66.8	9		
June	6730.5	10063	201914		201914	75%	77.9	9		
July	6847.2	12238	212264		212264	76%	77.8	10		
August	5869.6	8228	181956		181956	65%	84.6	13		
September						0%				
October						0%				
November						0%				
December						0%				
Sum				350	1655328		624.9	83		
Average	6812		206916		206916	76%	78.1	10.375		
Max		12238	256759		256759			13		
C of A	9000	18000								

	BOD5/CBOD5			Suspended Solids			Total Phosphorus			Nitrogen		E. Coli
	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Geo Mean
	BOD	CBOD	CBOD	S.S	S.S	S.S	T.P	T.P	T.P	TKN	Total N	Counts
	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	/100ml
January	84.0	2.0	11.3	138.4	3.2	18.1	2.31	0.11	0.63	17.5	8.8	3.6
February	64.3	2.3	15.5	142.6	5.8	35.2	2.04	0.18	1.09	16.5	8.0	11.8
March	70.0	2.8	20.5	118.7	5.7	42.0	1.98	0.20	1.42	15.8	8.0	39.5
April	48.3	2.3	19.9	107.3	5.4	46.5	1.50	0.17	1.50	12.5	7.7	53.0
May	59.2	2.0	15.3	123.0	3.8	28.2	1.77	0.15	1.10	13.9	6.8	15.0
June	64.5	2.6	16.7	146.1	7.8	53.2	2.05	0.24	1.60	14.0	7.7	10.8
July	66.8	2.0	13.0	124.7	3.8	26.9	2.01	0.17	1.18	14.7	7.3	2.3
August	88.4	2.0	11.5	164.6	2.4	14.5	2.65	0.13	0.78	16.5	8.1	5.2
September												
October												
November												
December												
Average	68.2	2.3	15.5	133.2	4.7	33.1	2.0	0.17	1.16	15.2	7.8	17.7
Max	88.4	2.8	20.5	164.6	7.8	53.2	2.7	0.24	1.60	17.5	8.8	53
C of A		25	225		25	225		1.0	9.0	200	6.0	200

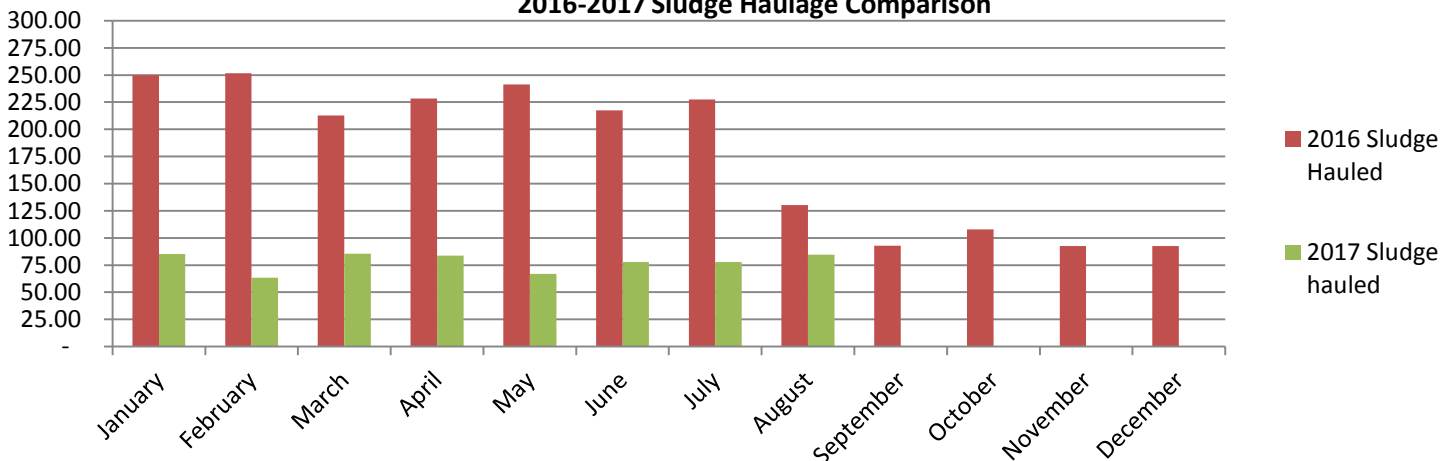
**2016-2017 Comparison Chart**

Month	2016 Treated Sewage	2017 Treated Sewage	% Variance 2016 to 2017	2016 Hauled Sludge	2017 Hauled Sludge	% Variance 2016 to 2017
	m3	m3	m3	m3 (9% solid)	m3 (18% solid)	m3
January	175,712.00	174,745.00	-1%	249.90	85.30	-66%
February	157,117.00	175,956.00	11%	251.70	63.30	-75%
March	231,365.00	223,183.00	-4%	212.70	85.40	-60%
April	253,871.00	256,759.00	1%	228.30	83.80	-63%
May	210,352.00	228,551.00	8%	241.20	66.80	-72%
June	275,522.00	201,914.00	-36%	217.40	77.90	-64%
July	252,416.00	212,264.00	-19%	227.50	77.80	-66%
August	190,658.00	181,956.00	-5%	130.30	84.60	-35%
September	180,285.00			92.80		
October	181,205.00			108.00		
November	169,075.00			92.60		
December	187,407.00			92.60		
<b>Totals</b>	<b>2,464,985.00</b>	<b>1,655,328.00</b>		<b>2,145.00</b>	<b>624.90</b>	

**2016-2017 Flows Comparison (m3)**



**2016-2017 Sludge Haulage Comparison**





**OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA**  
**OPERATIONS STATISTICS**  
**July 2017**

**STAFFING**

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

	2016	2017
WSIB	0.00	0.00
WI/LTD	20.00	0.00
SICK DAYS	7.50	8.50
COMPASSIONATE LEAVE	0.00	0.00
FLOATERS	0.00	1.00
VACATION	89.00	64.75
BANKED TIME USED	14.34	9.75
OFF	11.19	8.25
STATUTORY HOLIDAYS	26.00	28.00
<b>TOTAL</b>	<b>168.03</b>	<b>120.25</b>

**OVERTIME HOURS**

Equivalent Straight Time Hours:

	2016	2017	2016	2017
	July	July	Year To	Year To
			Date	Date
FLIGHT THE BLIGHT (ADMIN)	0.00	0.00	142.50	0.00
TRAVEL	0.00	0.00	2.50	14.00
ENGINEERING	0.00	0.00	8.00	6.00
INTERDEPARTMENTAL	6.75	14.25	14.75	30.75
PRIVATE WORK	0.00	0.00	8.00	6.75
RECYCLE/GARBAGE	0.00	0.75	21.50	22.75
ROADS	63.00	11.50	241.75	273.25
SEWER COLLECTION	43.00	62.00	239.75	153.75
SIDEWALKS	0.00	0.00	3.00	45.75
STORES	0.00	0.00	30.00	16.75
VEHICLE & EQUIPMENT	0.00	0.00	4.00	4.00
WATER TREATMENT PLANT	35.50	22.75	243.75	79.50
WATER DISTRIBUTION	45.75	32.25	473.00	151.00
WATER TOWER	0.00	0.00	0.00	0.00
TRAINING	0.00	0.00	0.00	2.25
<b>TOTAL</b>	<b>194.00</b>	<b>143.50</b>	<b>1432.50</b>	<b>806.50</b>

# **TRANSPORTATION REPORT**

## **July 2017**

### **ROADS:**

#### **Storm Water Management – Urban:**

- Repaired catchbasins identified for repairs or replacement

#### **Storm Water Management - Rural:**

- Flushed storm sewer laterals and clean catchbasin sumps
- Cut brush along ditches with new skid steer.

#### **Hard Top Maintenance:**

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Street sweeping daily – Downtown area and Front Street done once weekly
- Continued with curb and gutter repairs

#### **Loose Top Maintenance:**

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

#### **Roadside Maintenance:**

- Brush cutting at Town Entrances and fields and boulevards
- Picked up tree branches at various locations after storm on July 4<sup>th</sup>.
- Cleaned up brush along land at Esso property on Fourth Street West

#### **Winter Control:**

#### **Traffic Operations:**

- Repaired and replaced signs as required.
- Continued replacing signs that failed reflectivity testing.
- Continued painting crosswalks, lines, parking stalls and no parking areas.

**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 at Public Works Building and all yards
- Watered new sod at the Public Works Building
- Moved materials back into the Stores area after renovations were completed.

**Private Work:****Sidewalks – Winter****Sidewalks – Summer:**

- Swept sidewalk and bike path along waterfront once weekly.

**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:**

- Pick up barricades from July 1<sup>st</sup> parade and fireworks
- Clean up sand from fireworks
- Provided barricades for the Dragon Boat Festival on July 7<sup>th</sup> and picked up on July 8<sup>th</sup>
- Put out detour signs and barricades for bass tournament
- Put in tent pegs for bass tournament
- Swept area at Sorting Gap Marina and Front Street for bass tournament
- Provided five (5) workers from Public Works and four (4) from Parks to set up tent for bass tournament on July 14<sup>th</sup>
- Provided barricades for the car show July 19<sup>th</sup> and 20<sup>th</sup>
- Provided labour to remove tent at bass tournament on July 24<sup>th</sup>.

**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 sanitary sewer mains.

**Interdepartmental:**

- Installed a sign for exercise equipment on Front Street
- Hauled several boxes from the Civic Centre to Recycling bins on July 31<sup>st</sup>
- Scott Gosman provided coverage for vacation at the Airport from July 2<sup>nd</sup> to 7<sup>th</sup> and also from July 14<sup>th</sup> to 21<sup>st</sup> and again on July 26<sup>th</sup> and 27<sup>th</sup>.

**Recycling:**

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded commercial recycling bin as required
- Emptied bins from “drop off centre” as required.

**Training:****Health & Safety:**

- A Tailgate Meeting was held in the Public Works Shop on July 5, 2017.

Milt Strachan,  
Superintendent of Transportation

**OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA**  
**OPERATIONS STATISTICS**  
**August 2017**

**STAFFING**

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

	2016	2017
WSIB	0.00	0.00
WI/LTD	23.00	0.00
SICK DAYS	5.31	7.25
COMPASSIONATE LEAVE	0.00	0.00
FLOATERS	1.00	1.00
VACATION	103.13	88.25
BANKED TIME USED	6.38	10.75
OFF	4.50	10.94
STATUTORY HOLIDAYS	27.00	29.00
<b>TOTAL</b>	<b>170.32</b>	<b>147.19</b>

**OVERTIME HOURS**

Equivalent Straight Time Hours:

	2016	2017	2016	2017
	August	August	Year To	Year To
			Date	Date
FIGHT THE BLIGHT /ADMIN	0.00	0.00	142.50	0.00
TRAVEL	0.00	0.00	2.50	14.00
ENGINEERING	0.00	1.50	8.00	7.50
INTERDEPARTMENTAL	0.00	0.00	14.75	30.75
PRIVATE WORK	21.00	0.00	29.00	6.75
RECYCLE/GARBAGE	0.75	0.00	22.25	22.75
ROADS	27.75	8.50	269.50	281.75
SEWER COLLECTION	24.00	45.25	263.75	199.00
SIDEWALKS	0.00	0.00	3.00	45.75
STORES	0.00	0.00	30.00	16.75
VEHICLE & EQUIPMENT	0.00	0.00	4.00	4.00
WATER TREATMENT PLANT	44.00	12.00	287.75	91.50
WATER DISTRIBUTION	42.75	39.25	515.75	190.25
WATER TOWER	0.00	0.00	0.00	0.00
TRAINING	0.00	0.00	0.00	2.25
<b>TOTAL</b>	<b>160.25</b>	<b>106.50</b>	<b>1592.75</b>	<b>913.00</b>

# **TRANSPORTATION REPORT**

## **August 2017**

### **ROADS:**

#### **Storm Water Management – Urban:**

- Repaired catchbasins identified for repairs or replacement
- Cleaned debris from catchbasins during rain events.

#### **Storm Water Management - Rural:**

- Cut brush along ditches with new skid steer
- Dug out beaver dams as required
- Started cutting brush in ditches with Hyundai

#### **Hard Top Maintenance:**

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Street sweeping daily – Downtown area and Front Street done once weekly
- Continued with curb and gutter repairs

#### **Loose Top Maintenance:**

- Graded all loose top roads twice
- Graded lanes as required.
- Removed an old culvert on Eighth Street West that served no purpose

#### **Roadside Maintenance:**

- Cut and removed several dead/problem trees along the roadway at the Point Park
- Cut and removed several dead/problem trees along roadways and boulevards
- Cut grass at dead ends and CN Crossings
- Started grinding stumps in various locations where trees have been removed.

#### **Winter Control:**

**Traffic Operations:**

- Repaired and replaced signs as required.
- Continued replacing signs that failed reflectivity testing.
- Continued painting crosswalks, lines, parking stalls and no parking areas.

**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 at Public Works Building and all yards
- Watered new sod at the Public Works Building
- Continued moving materials back into Stores Area after renovations

**Private Work:**

- Installed a culvert for private crossing at 1332 Sixth Street East
- Installed private crossings at 825 Huffman Court and 313 Armit Avenue

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

- Swept sidewalk and bike path along waterfront once weekly.

**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:**

- Poured 2 cement bases for memorial benches on the waterfront.
- Delivered barricades, stage and put up detour signs for Scott Street Concert on August 31, 2017.

**Sewer and Water:**

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as Required.

**Interdepartmental:**

- Repaired sprinklers at the Civic Centre
- Supplied 2 flagmen for traffic control on highway while FFPC was installing new utility poles.
- Scott Gosman provided coverage for vacation at the Airport from August 11<sup>th</sup> to August 22<sup>nd</sup> and again on August 25<sup>th</sup>, 26<sup>th</sup> and 27<sup>th</sup>.

**Recycling:**

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded commercial recycling bin as required
- Emptied bins from “drop off centre” as required.

**Training:****Health & Safety:**

- A Health and Safety Tailgate Talk was held in the Public Works Shop area on August 30<sup>th</sup>.

Milt Strachan,  
Superintendent of Transportation

**TOWN OF FORT FRANCES**  
**Operations and Facilities Division - Environmental Area - Operations Statistics**  
**(July 2016)**

**STAFFING:**

See Operations Statistics (July) 2016 prepared by M. Strachan, Superintendent of Transportation

**OVERTIME HOURS - Equivalent Straight Time Hours**

See Operations Statistics (July) 2016 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

Main Valve Replacements:

- Number of water main valve replacements: None

Water Service Breaks:

- Number of water service breaks: One (1)
  - Point Park

Water Service Repairs:

- Number of water service repairs: Three (3)
  - 930 Third St. E., 906 Second St. E. and 238 Second St. E.

Water Service Installations (NEW):

- Number of water service installations: Five (5)
  - Nelson Street (600 blk.) - Town House (Five Services)

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": Two (2)
  - 862 King's Hwy. and 714 Victoria Ave.

Frozen Water Services:

- Number of frozen water services: None

Water Meter Installations/Replacements:

- Number of water meter installations/replacements: One (1)
  - 400 Eight St. E.

Backflow Preventer Installations/Replacements:

- Number of backflow preventer installations/replacements: One (1)
  - 400 Eight St. E.

Backflow Prevention - Testing:

- Number of backflow preventers tested: Two (2)
  - 400 Eight St. E. and 555 Flinder's Ave.

Other Information:

- Summarized final costs for invoicing of private works associated with private works
- Recorded locations of curb stops at various locations.
- Performed connection inspection of water service at 844 Huffman Crt.
- Continued with locates (as required) of the Town's infrastructure for various Contractors/Utility Companies.
- Continued with the valve exercising program (Area 5)
- Worked in conjunction with Bay City Contracting to disinfect and test water quality before putting the new water main back into service (Phair Avenue - Third St. E. to Sixth St. E.).
- Worked in conjunction with Makkinga Contracting to disinfect and test water quality before putting the new water main back into service (Colonization Rd. E. - Third St. E. to Fifth St. E.).

**WATER TREATMENT PLANT:**

- July, 2016 - In receipt of the Water Treatment Facility Monthly Report.

**SEWERAGE COLLECTION:**

Wastewater Main Backups:

- Number of wastewater main backup: None

Wastewater Main Repairs:

- Number of wastewater main repairs: None

Wastewater Manhole Repairs:

- Number of wastewater manhole repairs: One (1)
  - In front of 732 Church St.

Sewer Service Breaks:

- Number of sewer service breaks: Two (2)
- 626 Church St. and 953 Russell Bay

Sewer Service Repairs:

- Number of sewer service repairs: One (1)
- 1311 Emo Rd.

Sewer Service Installations (NEW):

- Number of sewer service installations: Five (5)
- Nelson Street (600 blk.) - Town House (Five Services)

Sewer Service Terminations:

- Number of water service terminations: None

Other Information:

- Cleaned nine (9) plugged sewer services at the following locations:
  - 626 Church St. (2), 720 Nelson St., 413 Mosher Ave., 631 Church St., 925 Phair Ave., 544 Webster Ave.
  - 831 Phair Ave. and 316 Second St. E.
- CCTV inspected various building sewer services.
- Performed connection inspection of sanitary service at 844 Huffman Crt.
- Traced various building sewer services.
- Completed locates (as required) of the Town's infrastructure for various Contractors/Utility Companies.
- Recorded locations of cleanouts at various locations.

**WASTE-WATER TREATMENT FACILITY:**

- July, 2016 - In receipt of the Wastewater Treatment Facility Monthly Report
- Kingdom Construction Ltd. on site - Dewatering and screen upgrades.

**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 properly during this period.

- Amount of residential waste delivered to the landfill:
  - 208,560 kgs (206.65 tonnes)
- Amount of ICI waste delivered to the landfill:
  - 400,730 kgs (400.73 tonnes)
- July, 2016 - Hauled material from construction project to landfill - cover garbage.

Recycling:

- Number of complaints regarding recycled materials:
  - Town - 0 complaints, Asselin's - 1 complaint
- Amount of recycled waste diverted from the landfill:
  - No Data - Emterra Environmental

Prepared By: \_\_\_\_\_ Environmental & Facilities Superintendent

Date: \_\_\_\_\_

**TOWN OF FORT FRANCES**  
**Operations and Facilities Division - Environmental Area - Operations Statistics**  
**(July 2016)**

**STAFFING:**

See Operations Statistics (July) 2016 prepared by M. Strachan, Superintendent of Transportation

**OVERTIME HOURS - Equivalent Straight Time Hours**

See Operations Statistics (July) 2016 prepared by M. Strachan, Superintendent of Transportation

**WATER DISTRIBUTION:**

Water Main Breaks:

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Hydrant Repairs:

- Number of hydrant repairs: None

Hydrant Replacements:

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- Amount of recycled waste diverted from the landfill:
  - No Data - Emterra Environmental

Prepared By: \_\_\_\_\_ Environmental & Facilities Superintendent

Date: \_\_\_\_\_

2017 - tonnage at Landfill Site - updated September 28, 2017											2016	2017			
MONTH	Residential Waste tonnes	Res %	ICI Waste tonnes	ICI %	Non Community Waste tonnes	Non Com %	Covering Material tonnes	2016	Average last 10 years	2017	Total Fees	Average last 10 years	Total Fees	2017-2016 Tonnes	2017-2016 Fees
								Total Tonne	Total Tonne	Total Tonne		Fees 2007 to 2016			
JAN	137.74	30.55	304.18	67.47	8.93	1.98	0.00	369.18	360.75	450.85	\$20,490.00	\$17,849.10	\$26,266.82	81.67	\$5,776.82
FEB	111.80	31.97	230.26	65.85	7.60	2.17	0.00	314.92	306.73	349.66	\$17,474.70	\$15,355.62	\$20,191.04	34.74	\$2,716.34
MAR	149.38	32.06	309.46	66.41	7.17	1.54	0.00	395.39	411.69	466.01	\$23,164.20	\$21,321.44	\$28,951.58	70.62	\$5,787.38
APRIL	217.26	34.44	405.17	64.22	8.48	1.34	20.73	573.09	574.04	630.91	\$34,152.50	\$30,505.60	\$40,385.84	57.82	\$6,233.34
MAY	243.32	32.81	491.78	66.31	6.49	0.88	0.00	641.69	719.34	741.59	\$34,655.80	\$36,978.61	\$43,112.32	99.90	\$8,456.52
JUNE	314.60	47.45	341.84	51.56	6.58	0.99	159.94	1,246.89	846.85	663.02	\$37,412.30	\$38,270.35	\$40,162.52	-583.87	\$2,750.22
JULY	209.92	35.67	369.29	62.76	9.25	1.57	1099.92	618.23	673.76	588.46	\$37,556.30	\$37,267.74	\$37,823.17	-29.77	\$266.87
AUG	255.46	38.07	402.59	59.99	13.01	1.94	695.19	897.44	657.07	671.06	\$43,194.40	\$34,723.56	\$39,355.84	-226.38	-\$3,838.56
SEPT		#DIV/0!		#DIV/0!		#DIV/0!		695.10	651.51	0.00	\$42,510.30	\$34,879.94		-695.10	-\$42,510.30
OCT		#DIV/0!		#DIV/0!		#DIV/0!		686.35	803.03	0.00	\$36,305.40	\$40,187.03		-686.35	-\$36,305.40
NOV		#DIV/0!		#DIV/0!		#DIV/0!		615.60	569.91	0.00	\$37,603.60	\$29,432.34		-615.60	-\$37,603.60
DEC		#DIV/0!		#DIV/0!		#DIV/0!		587.46	416.38	0.00	\$21,415.30	\$21,716.47		-587.46	-\$21,415.30
Average per monthly	204.94	32.25	356.82	65.99	8.44	1.76	246.97	636.78	582.59	380.13	\$32,161.23	\$29,873.98	\$34,531.14	244.85	31,720.62
Total	1639.49		2854.56		67.51		1975.78	7641.34	6991.06	4561.56	\$385,934.80	\$358,487.81	\$276,249.13	-3079.78	-\$109,685.67
Town of Fort Frances Tonnage											\$385,934.80	Actual	\$276,249.13		
	4494.05										\$384,888.00	Budget	\$391,084.00		
					Includes 603.005t associated with the Fight the Blight Campaign										
Total Tonnage	4561.56										\$385,934.80	Forecasted	\$414,373.70		
Residential Tonnage	1639.49	35.94%													
ICI Tonnage	2854.56	62.58%													
Coverage material	1975.78														

Sewer & Water Data for 2017

up-dated September 28, 2017

Month	Days per month	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017-2016	2017-2016	2017	2017
		Total	daily	Couch.	Couch.	Couch.	Total	daily	Couch.	Couch.	Couch.	Diff	Diff	Difference	Infiltration
		Sewage	Sewage	Sewage	Sewage	Sewage	Treated	Treated	2 Water	2 Water	Water	Treated	Wastewater	STP-WTP	Infiltration
		STP	STP	Meters	Meters	%	WTP	WTP	Meters	Meters	%	WTP	STP		daily average
		cu. meters	cu. meters	cu. meters	cu. meters		cu. meters	cu. meters	cu. meters	cu. meters					
		monthly	daily	monthly	daily		monthly	daily	monthly	daily					
January	31	174745	5636.94	13111	422.94	7.50%	114550.0	3695.2	10605.0	342.1	9.26%	-3560.0	-1965.0	60195.0	1941.8
February	28	174956	6248.43	13811	493.25	7.89%	103680.0	3702.9	10605.0	378.8	10.23%	-6570.0	17839.0	71276.0	2545.6
March	31	223183	7199.45	15572	502.32	6.98%	113560.0	3663.2	10785.0	347.9	9.50%	-4500.0	-8182.0	109623.0	3536.2
April	30	256759	8558.63	15613	520.43	6.08%	108330.0	3611.0	10785.0	359.5	9.96%	1590.0	2888.0	148429.0	4947.6
May	31	228551	7372.61	14312	461.68	6.26%	116990.0	3773.9	9850.0	317.7	8.42%	-1590.0	18298.0	111561.0	3598.7
June	30	201914	6730.47	13005	433.50	6.44%	114210.0	3807.0	9850.0	328.3	8.62%	-5980.0	-72302.0	87704.0	2923.5
July	31	212264	6847.23	14818	478.00	6.98%	126300.0	4074.2	10355.0	334.0	8.20%	270.0	-40152.0	85964.0	2773.0
August	31	181956	5869.55	13149	424.16	7.23%	123420.0	3981.3	10355.0	334.0	8.39%	-14080.0	-8702.0	58536.0	1888.3
September	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-104260.0	-180285.0	0.0	0.0
October	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-103050.0	-181205.0	0.0	0.0
November	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-96940.0	-169075.0	0.0	0.0
December	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-108030.0	-187407.0	0.0	0.0
Total	365	1654328		113391			921040.0		83190.0			-446700.0	-810250.0	733288.0	2009.0
Monthly Average												-37225.0	-67520.8	61107.3	2012.9
daily Average															