

TOWN OF FORT FRANCES

AGENDA - March 12, 2018

COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre

(Session No. 117) 5:30 PM

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1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof.**
4. **In-Camera:**
 - 4.1 A proposed or pending acquisition or disposition of land by the municipality or local board: 5th Street Property
5. **Public Session Resumes in Council Chambers:**
6. **Council Reports on Board & Committee Activity:**
 - 6.1 Mayor Roy Avis - Verbal Update
Councillor John Albanese - Verbal Update
Councillor Wendy Brunetta - Verbal Update
Councillor June Caul - Verbal Update
7. **Consent Agenda:**
 - 7.1 Town of Essex Resolution - Offering School Property to Municipalities 4 - 7
- approval of this report will agree to the recommendation of the Planning & Development Executive Committee and the Administration & Finance Executive Committee to direct a letter to be prepared and sent showing Council's support for the resolution from the Town of Essex.
 - 7.2 Zoning By-law Amendment for 560 Webster Avenue 8 - 9
- approval of this report will agree to the recommendation of the Planning & Development Executive Committee to change the zoning designation from Institutional to Residential Type 2, and further direct a by-law be brought forward.
 - 7.3 Zoning By-law Amendment for 201 Minnie Avenue 10 - 12
- approval of this report will agree to the recommendation of the Planning & Development Executive Committee to change the zoning

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	designation from Tourist Commercial to Residential Type-2, and further direct a by-law be brought forward.	
7.4	Northwest Catholic School Board Site Plan Control Agreement - approval of this report will agree to the recommendation of the Planning & Development Executive Committee to accept the draft Site Plan Control Agreement allowing the developer to execute and return for Mayor and Clerk to execute by by-law.	13 - 31
7.5	Appeal Minutes of Settlement re: 1210 Olde Shambles Road (2017) - approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to process the Minutes of Settlement for the 2017 taxation year for property located at 1210 Olde Shambles Road.	32
7.6	Fort Frances and District Doctor Recruitment & Retention Committee Request - approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to receive this request.	33
7.7	Boundary Waters Dragon Boat Festival Requests - approval of this report will agree to the recommendation of the Administration & Finance Executive Committee with support from all other Executive Committees as outlined in the report.	34 - 40
7.8	Renewal of Bearskin Annual Lease - approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to authorize execution of the lease agreement with Bearskin Lake Air Service LP by the Mayor and Clerk on behalf of the Corporation.	41 - 45
7.9	Award of RFQ 18-OF-01 - Maintenance Services - approval of this report will agree to the Operations & Facilities Executive Committee to ensure that service contracts for 2018-2020 be awarded to the following vendors: Plumbing Maintenance - JD Plumbing Solutions Heating & Ventilation Maintenance - Pryde's Heating Electrical Maintenance - CANNECT Electric and further that agreements will be executed accordingly.	46 - 48
8.	<u>Administration and Finance Division:</u>	
8.1	Councillor Wendy Brunetta - RRDMA & NOMA Meeting per diems	49

- approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to approve the per diem claims in the amount of \$320.00 as submitted by Councillor Brunetta for her attendance at RRDMA Annual General Meeting and NOMA Executive Meeting.

9. Operations and Facilities Division:

9.1 2017 Drinking Water System Annual Report - Schedule 22 50 - 66

- approval of this report will agree to the recommendation of the Operations & Facilities Executive Committee to accept the report as presented, further that the Inspection Report be reviewed and accepted and finally that at this time staff of the drinking water system be acknowledged for their hard work to ensure that consumers connected to the Town's water system receive outstanding water. **further attachments can be found on the March7 Operations & Facilities Executive Committee agenda.

10. General:

10.1 T. Drysdale, RRFDC, Economic Development Consultant re: Rainy Lake Square Recommendation 67 - 70

- Council to receive report and refer to the Community Services Executive Committee for recommendation with input from the Planning & Development Executive Committee.

11. Information:

11.1 Town of Fort Frances General Fund (Operating) Summary for the two months ending February 28, 2018 71 - 72

11.2 Town of Fort Frances Water and Sewer Fund (Operating) Summary for the two months ending February 28, 2018 73

11.3 Sewer & Water Data for 2018 (updated March 1, 2018) 74

11.4 Aircraft Landings & Fuel Sales 2018 (as of March 5, 2018) 75 - 76

11.5 Changes to the Amended Blue Box Program Plan and Timeline for Implementation 77 - 81

12. Non-agenda items:

13. ADJOURNMENT

Date: March 5th, 2018

Report To: Mayor and Council


From: Patrick Briere, By-Law Enforcement Officer

Re: Town of Essex Request Letter for Support (i.e.: Offering Vacant School Properties to Municipalities).

Council will recall at their regular meeting held on February 26th, 2018, that a request letter for support from the Town of Essex was received by Council and referred to the Planning & Development Executive Committee for recommendation.

With this stated, the Planning & Development Executive Committee at their meeting on March 5th, 2018 discussed the request letter from the Town of Essex. The Planning & Development Executive Committee is recommending that Mayor & Council send a letter showing their support for the resolution from the Town of Essex.

Respectfully submitted,



Patrick Briere
By-Law Enforcement Officer

<p>Council approval of this report will: direct a letter to be prepared and sent showing Council's support for the resolution from the Town of Essex.</p>
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February 1, 2018

Association of Municipalities of Ontario(AMO)
200 University Avenue, Suite 801
Toronto, Ontario M5H 3C6
Email: amo@amo.on.ca

Rural Ontario Municipal Association
200 University Avenue, Suite 800
Toronto, Ontario M5H 3C6
Email: roma@roma.on.ca

Ontario Municipalities

Re: Offering School Property to Municipalities

Dear Sir/Madam,

At its regular council meeting of January 15, 2018, Essex Town Council discussed the ongoing issue of school closures throughout Ontario. These school closures in many cases result in properties that are left as vacant and unused for substantial periods of time and this often results in properties that not only become eyesores for the affected communities but as well often have further negative impacts on the social and economic development of that community and its municipality.

Many municipalities might be interested in purchasing these properties for development and sustainment as a hub in their community. However the feasibility of this certainly becomes more daunting and for some municipalities even impossible when municipalities that are interested in purchasing must first (pursuant to current regulations) purchase these properties at fair market value with taxpayer dollars and then may need to spend further taxpayer monies in order to retrofit and/or remediate the building (s) on these properties.

Given the fact that these properties were already originally purchased and developed into schools using taxpayer dollars we ask that consideration be given to the fact that the taxpayers should not again have to purchase these properties at fair market value if the intent



is for the particular Municipality to develop and/or sustain these properties for the betterment of its community.

As a result of the discussion the following resolution was passed by Essex Town Council at its January 15, 2018 regular meeting:

Moved by Councillor Bondy
Seconded by Councillor Voakes

(R18-01-013) That the Town of Essex send a request to the Association of Municipalities of Ontario (AMO), ROMA and all other municipalities in Ontario requesting that when schools boards make decisions to close schools, that they have to offer the building to the local municipality for a dollar.

Carried

Council believes that providing the opportunity to purchase the buildings for a dollar would give municipalities a meaningful opportunity to ensure that these properties remain a key hub for social and economic development in their respective communities.

Should you have any questions or comments regarding this matter, please feel free to contact the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read "R Auger", written over a white background.

Robert Auger, L.L.B.
Clerk, Legal and Legislative Services
Town of Essex
Email: rauger@essex.ca

RA/lm



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/35**

TO: Mayor Avis & Members of Council
FROM: Laurie Lindberg, Treasurer
DATE: March 7, 2018
SUBJECT: Town of Essex Resolution – Offering School Property to Municipalities

BACKGROUND

At the February 26, 2018 Council Meeting the letter received from the Town of Essex requesting support of their resolution was referred to the Planning & Development Executive Committee for recommendation with input from the Administration & Finance Executive Committee.

As stated in the attached letter from R. Auger, Clerk, Legal and Legislative Services for the Town of Essex, that the ongoing issue of school closures throughout Ontario results, in many cases, properties that are left as vacant and unused for substantial periods of time and that many municipalities might be interested in purchasing for development and sustainment as a hub in their community. The Town of Essex is seeking support for their resolution requesting that when school boards make a decision to close schools, that they have to offer the building to the local municipality for a dollar replacing the current regulation of properties required to be purchased at fair market value. Their Council believes that providing the opportunity for municipalities to purchase the buildings would ensure that these properties remain a hub for social and economic development in their respective communities.

RECOMMENDATION

The Administration and Finance Executive Committee recommend supporting the Town of Essex resolution that when school boards make a decision to close schools, that they have to offer the building to the local municipality for a dollar.

Council Approval of This Report Will Approve the Administration & Finance Executive Committee recommendation to support the Town of Essex resolution that when school boards make a decision to close schools, that they have to offer the building to the local municipality for a dollar.

Date: March 7, 2018

Report To: Mayor & Council

From: Tyson Dennis, Chief Building Official/Municipal Planner

Re: Zoning By-Law Amendment for 560 Webster

An application was received by the Planning and Development Division for an application of rezoning 560 Webster Avenue. The current zoning designation is I (Institutional). The application requests to change the zoning to R2 (Residential Type Two).

The application was on the Committee of Adjustments agenda at the February 21, 2018 meeting. The Committee of Adjustment had the opportunity to hear the applicant's reasoning for changing the zoning from I to R2. The applicant explained the building was recently purchased. The applicant is pursuing an opportunity of additional residential rental units in Fort Frances. The applicant is hoping to have the zoning changed to allow for three units to be built on the main level and eventually a fourth rental unit in the basement. The site map attached to the report shows options of parking if all four units are constructed. The other Town divisions were consulted, and no issues were brought forward for the changes.

The Committee of Adjustment has made the recommendation of allowing a zoning designation change from Institutional to Residential Type 2. There were no public objections at the meeting, nor written objections submitted to the Planning and Development Department for the public meeting.

The Planning and Development Department supports the zoning change as being a positive addition to residential development and recommends moving forward the zoning changes. The Planning and Development Executive Committee has made the recommendation at its March 5, 2018 meeting, to accept the zoning designation change from Institutional to Residential Type 2 at 560 Webster Avenue.

Respectfully submitted,

Original Signed By

Tyson Dennis

Chief Building Official/Municipal Planner

Council approval of this report will: allow adoption from Council to change the Zoning Designation from Institutional to Residential Type 2. The acceptance of the zoning change will allow administration to draft a by-law for review by the Planning and Development Executive Committee, which will be brought forward to Council for acceptance on March 26, 2018.

Date: March 7, 2018

Report To: Mayor & Council

From: Tyson Dennis, Chief Building Official/Municipal Planner

Re: **Zoning By-Law Amendment for 201 Minnie**

An application was received by the Planning and Development Division for an application of rezoning 201 Minnie Avenue. The current zoning designation is TC (Tourist Commercial). The application requests to change the zoning to R2 (Residential Type Two).

The application was on the Committee of Adjustments agenda at the February 21, 2018 meeting. The Committee of Adjustment had the opportunity to hear the applicant's reasoning for changing the zoning from TC to R2. The applicant explained the property was owned by the Town of Fort Frances and was surplus land for sale. The applicant is pursuing an opportunity of additional residential condo units in Fort Frances. The site plan attached to the application shows two buildings as a four-unit and a three-unit complex. The other Town divisions were consulted, and no immediate concerns were brought forward. There are sewer lines in the area being upgraded with check valves and a larger manhole being installed on Scott Street in 2018 which will allow sufficient upgrades to the local infrastructure for this development.

If the development moves forward, a site plan control agreement would be required to be approved by Council, prior to any permits being issued. This is a standard requirement for such development in the Town of Fort Frances.

The Committee of Adjustment has made the recommendation of allowing a zoning designation change from Tourist Commercial to Residential Type 2. There were no public objections at the meeting, nor written objections submitted to the Planning and Development Department for the public meeting.

The Planning and Development Department supports the zoning change as being a positive addition to residential development and recommends moving forward with the zoning changes. At the Planning and Development Executive meeting on March 5, 2018 the recommendation was made by the committee to change the zoning designation of 201 Minnie from Tourist Commercial to Residential Type 2.

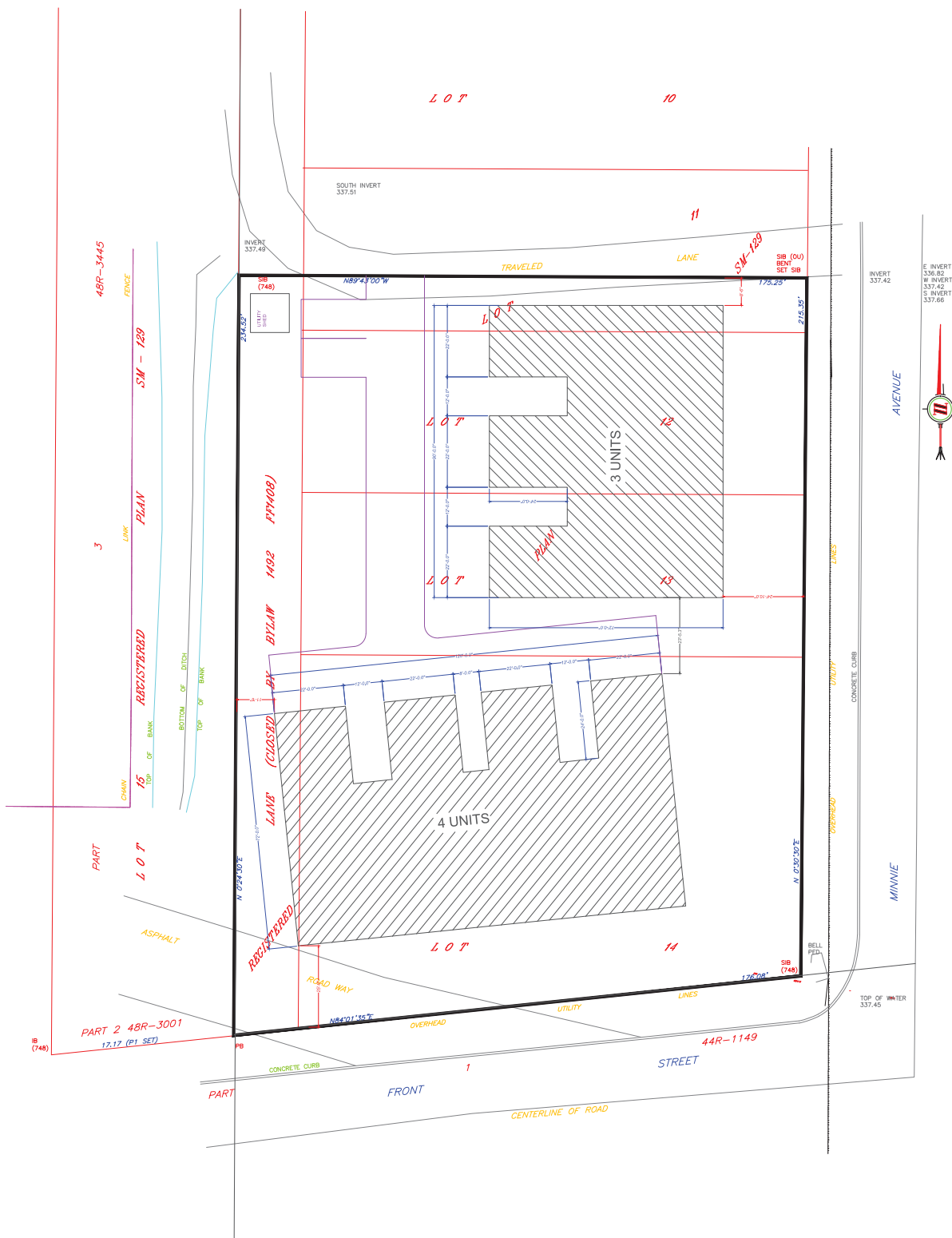
Respectfully submitted,

Original Signed By

Tyson Dennis

Chief Building Official/Municipal Planner

Council approval of this report will: allow adoption from Council to change the Zoning Designation from Tourist Commercial to Residential Type 2. The acceptance of the zoning change will allow administration to draft a by-law for review by the Planning and Development Committee, which will be brought forward to Council for acceptance on March 26, 2018.



Date: March 7, 2018

Report To: Mayor & Council

From: Tyson Dennis, Chief Building Official/Municipal Planner

Re: Site Plan Control Agreement for The Northwest Catholic School Board

Council will recall the announcement of The Northwest Catholic District School Board building a new school. Site preloading has been started and is estimated to be complete by April 2018.

The NCDSB and the Planning and Development Department have been working towards a Site Plan Control Agreement since late 2017. In February 2018 the Province announced funding for an attached daycare to the new facility. This addition was added into the Storm Water Management calculations and the site plan application was amended.

The construction cost of the project has been estimated and submitted to the Town which a letter of credit will be held by the Town until the Planning and Development department is satisfied with the work completed on the development. This process completed by all Site Plan Control Agreements executed by the Town and a developer.

The Planning and Development Executive Committee recommended at its March 5, 2018 meeting to accept the Site Plan Control Agreement with the Northwest Catholic District School Board as final plans and site plan control agreement have been drafted by administration and brought forward to Council as a draft approval.

Please review the agreement. Once the draft agreement is accepted by Council, the developer will review and sign. Once the agreement is signed by the developer, Council will accept the Site Plan Control and by-law will be passed, completing the application process for site plan control.

Respectfully submitted,

Original Signed By

Tyson Dennis

Chief Building Official/Municipal Planner

Council approval of this report will: accept the draft Site Plan Control agreement allowing the developer to review and sign. Once the agreement is signed by the developer, Council will accept the Site Plan Control and a by-law will be passed completing the application process for site plan control.

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2018.

B E T W E E N:

The Northwest Catholic District School Board
(the “Owner”)

- and -

The Corporation of the Town of Fort Frances
(the “Municipality”)

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the “Lands”) legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a New Consolidated Elementary School (herein sometimes referred to as the “Development” or “Proposed Development”);
- C. By an application dated December 11, 2017, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as “Planning Act” is defined in paragraph 3 of this Agreement) (the “Planning Act”) permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Municipality (collectively the “Parties”, individually a “Party”) hereto agree one with the other as follows:

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 555 Flinders Avenue, more particularly described in **Schedule 1** attached hereto.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a description of the Lands affected by this Agreement;
 - (b) **Schedule 2** being a Solicitor’s Certificate of ownership of the Lands, which certificate shall be provided to the Municipality within 10 days of the request by the Municipality therefor;
 - (c) **Schedule 3** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (d) **Schedule 4** being a list of the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) as filed by the Owner with the Municipality as may be, with the approval of the Municipality, revised at any time and from time to time;
 - (e) **Schedule 5** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
 - (f) **Schedule 6** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

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Definitions

3. In this Agreement:

- (a) "Agreement" means this Agreement and any Schedules referred to in it or attached to it, as may be amended from time to time. The recitals to, and the Schedules attached to this Agreement shall be considered integral parts of it.
- (b) "Construction Lien Act" means the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, including successor legislation.
- (c) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, including successor legislation.
- (d) "Person" means an individual, association, partnership, syndicate, firm, organization, foundation, trust, estate, governmental authority, corporation, trustee, agent, or any other entity, and the heirs, administrators, executors, assigns and other legal representatives of any such person to whom the context may apply according to law.
- (e) "Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended, including successor legislation.
- (f) "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 4** of this Agreement. The Parties acknowledge that, from time to time, the Plans and Drawings may, with the prior written acceptance of the Municipality, be revised, and if the Municipality provides its acceptance for any revision wherever there is, in this Agreement, any reference to Plans and Drawings, such reference shall be and be deemed to be to the Plans and Drawings so revised with the prior acceptance of the Municipality, and any and all obligations, responsibilities, and otherwise of the Owner to construct or otherwise under or pursuant to this Agreement shall be deemed to reference, apply, and have regard to (and the Owner shall follow and adhere to), the Plans and Drawings so revised.

The Owner shall, further:

- (i) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings or to any changes to design, construction, and otherwise as may be shown or contemplated therein and thereby; and
- (ii) when submitting and making application to the Municipality in respect of revisions to any and all Plans and Drawings, include with such application any and all approvals applicable or required to be obtained from any and all authorities having jurisdiction.
- (g) "Security" means any and all letters of credit, cash, and other security provided or to be provided the Municipality under or pursuant to the provisions of this Agreement in order to guarantee compliance with all conditions and things to be done or performed or caused to be done and performed by the Owner under or pursuant to this Agreement.
- (h) "Works" means any and all buildings, structures, works, services, facilities and matters and otherwise (and whether internal or external to the Lands) referred to or required by or under this Agreement.

Terms and Conditions - General

4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement of a motor vehicle services station. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

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- (d) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (e) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, and all other applicable laws and requirements of all authorities having jurisdiction, is mandatory;
- (f) covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the Planning Act or any other similar legislation;
- (g) covenants and agrees that, unless otherwise determined by the Municipality in its sole and unfettered discretion, neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (h) covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands, the Works, or otherwise;
- (i) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of grading, site and external servicing plans, municipal service connection designs, storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

The Engineer shall, prior to the reduction or release of any Security, be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Plans and Drawings. The certificate, or certificates, shall be in a format acceptable to the Municipality in its sole and unfettered discretion;

- (j) covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until:
 - (i) all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and all other applicable law and requirements of all authorities having jurisdiction;
 - (ii) all water and sanitary sewer infrastructure has been properly tested, approved by all authorities having jurisdiction, and are operating in accordance with the conditions established by the Municipality; and
 - (iii) an occupancy permit has been issued.

To ensure compliance with this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality may draw upon any Security the Owner has provided to the Municipality if, in the opinion of the Chief Building Official of the Municipality, a building or part thereof is occupied contrary to the said provision.

In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be stopped from opposing such application on the part of the Municipality;

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to

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the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
 - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
 - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
 - (c) To install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the Plans and Drawings.
 - (d) To provide fire access route signs, to locate such number of fire hydrants and size of watermain as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (h) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (j) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
 - (k) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.
 - (l) To provide internal recycling and garbage areas sufficient to contain the required number of containers and materials.
 - (m) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
 - (n) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.

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- (o) To design, obtain approval in respect of, construct, install, and maintain, in accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities, and to indemnify and save harmless the Municipality from actions, claims and suits whatsoever, which may arise out of the implementation or lack of maintenance thereof.
- (p) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.
- (q) To provide regular removal of snow from the site and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
- (r) To provide an environmental clearance certificate certified by a professional engineer or equivalent to the Municipality that all lands to be conveyed to the Municipality under this Agreement are environmentally suitable for their proposed use in accordance with any laws or guidelines from the Ministry of Environment or successor branch or agency (herein, "MOE").
- (s) to file with and provide to the Municipality, forthwith upon:
 - (i) completion of any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings;
 - (ii) completion of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands; and
 - (iii) completion of the Proposed Development, 2 copies of survey and survey/real property reports prepared by and Ontario Land Surveyor complete with UTM coordinates;
- (t) To provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building or other construction to be undertaken in or on the Lands.
- (u) To erect proper gates, signs, and protections surrounding or in respect of the Works and any construction on the Lands and to maintain same until final completion of construction.
- (v) That no antennae or associated equipment will be permitted on the roof and that all roof-top equipment shall be adequately screened from view to the satisfaction of the Municipality.
- (w) To ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging or construction. The Owner shall be solely responsible for and pay all costs and expenses associated with any damage to any utility infrastructure and the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner or its agents, assigns, employees, contractors, subcontractors, or other representatives or Persons howsoever engaged, or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and draw on, and utilize, the Security as the Municipality deems fit to pay for any and all costs, expenses, and damage, and costs of relocation, from the proceeds so drawn.
- (x) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works or otherwise required under this Agreement.
- (y) To comply with all provisions of the Municipality's noise by-law.
- (z) To provide the opportunity for ongoing and final site/Works inspection, monitoring, and testing (including, without limitation, prior to and during construction and material delivery, testing, or compaction) as required by the Municipality.

7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in

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a good and workmanlike manner.

In the event of any of such internal Works not being or having been so constructed, installed, repaired, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (a) require the Owner to comply with the terms of this Agreement; and
- (b) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

8. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action or non-action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all or comply with the provisions of the building or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.

The Owner is aware that, given the Municipality's staffing, budgeting, and other limitations, and considerations and the obligations of the Owner to ensure the provision of information and Plans and Drawings, which is complete and in compliance with the requirements of all authorities having jurisdiction, the Municipality may undertake a limited or cursory review of the Plans and Drawings, relying, as the Municipality does, on the Owner to ensure completeness and compliance.

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship

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and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

In the event of any of such external Works not being or having been provided, constructed, installed, repaired, or maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (i) require the Owner to comply with the terms of this Agreement; and
- (ii) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

The Owner acknowledges that any action or non-action taken by the Municipality or by anyone on its behalf, including, without limitation, relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external Works herein required to be constructed or installed, during the Guarantee and Maintenance Period or otherwise, is without prejudice to the Municipality's right to enforce any and all provisions of this Agreement.

11. The Owner covenants and agrees that there will be no blasting conducted in or on the Lands by the Owner.

Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:
 - (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all costs and expenses whatsoever of and incurred by the Municipality with regard to the application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands, and including, without limitation, all legal/lawyers fees and disbursements, engineers/engineering fees and disbursements, planning/planners fees and disbursements, Municipal staff time, notice, application, advertising, postage, court, land titles, mileage, material, HST as applicable, and any other costs and charges in any way related to the application or this Agreement;
 - (b) pay any outstanding taxes (including arrears, interest and penalties) and local improvement charges; and
 - (c) pay to the Municipality the Municipality's building permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.
13.
 - (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
 - (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.

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- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
- (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
- (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
- (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
- (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
 - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

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Administration

15. (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

***The Northwest Catholic District School Board
Brendan Hyatt
Director of Education
555 Flinders Avenue
Fort Frances, ON P9A 3L2
807-274-2931
bhyatt@tncdsb.on.ca***

or such other address of which the Owner has notified the Municipality in writing.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9
Attention: Clerk
Facsimile: 807.274.8479

or such other address of which the Municipality has notified the Owner in writing.

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.
18. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.
19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations established by any other authority having jurisdiction.
20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
21. (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall

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be, unless otherwise specifically stated, deemed to include the words “at the sole cost and expense of the Owner” including the payment of any applicable taxes (including, without limitation, HST).

- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
 - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
 - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
 23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
 24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
 25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
 26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality’s right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
 27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
 28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party’s right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
 29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
 30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
 31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
 32. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

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IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

The Northwest Catholic District School Board

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: R. Avis,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

DRAFT

Schedule 1

Legal Description of Lands

Range Riv LOT 39 to 40 Pt PCL 15590

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Schedule 2

Solicitor’s Certificate of Ownership

TO: The Corporation of the Town of Fort Frances (the “Municipality”)

I, _____, a Solicitor of Ontario, do hereby certify that **The Northwest Catholic School Board** is the sole registered and beneficial owners in fee simple of the lands and premises legally described as 555 Flinders Avenue (Range Riv LOT 39 to 40 Pt PCL 15590).

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following: None.

All easements, licenses, and or rights-of-way to be conveyed to the Municipality, if any, will be so conveyed with the consent of all charges and other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at _____, Ontario, this _____ day of _____, 2018.

Solicitor for the Owner

DRAFT

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Schedule 3

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
 - (a) Application for site plan;
 - (b) Preparation of this agreement;
 - (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
 - (d) All legal / lawyer fees and disbursements;
 - (e) Engineer / engineering fees and disbursements;
 - (f) Planning / planner fees and disbursements;
 - (g) Municipal staff time;
 - (h) All Land title fees and charges;
 - (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
 - (j) HST and any other taxes applicable on or to any of the above.

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Schedule 4

List of Plans and Drawings
(Appendix 'A')

A1-353177-R1 Rev. C November 2017, Removals for Construction
Figure 1 – Rev. A September 2018 Figure 1 Drainage Pre-Development Hatch
SWMP-1 – Rev. B September 2017 Drainage Post – Development Hatch
A1-353177-G1 – Rev. D February 2018 Site Servicing Plan Hatch
A1-3531771 – Plan and Profile Site Servicing
E001 – Revised March 7, 2018 Site Plan Electrical Services, Electrical Site Details and Legend
A1-353177-P1 Rev. D February 2018 Site Servicing
A1-353177-G2 Rev. D February 2018 Site Grading

**Changes or additional plans and drawings must be submitted to the Municipality for approval. Once approval is granted by the Municipality, the listing of Schedule 4 will be amended.

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Schedule 5

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	5% of the project value** which has been determined to be \$13,000,000.00, namely 5% x \$13,000,000.00 = Letter of Credit required of \$650,000.00
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** If project value changes, then Letter of Credit value will be amended accordingly.

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Schedule 6**Reduction or Release of Security****Application for Reduction of Securities**

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts;
 - (g) surveyor's certificate and real property report(s); and
 - (h) composite utility plan.
2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).
3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/39**

TO: Mayor Avis & Members of Council
FROM: Laurie Lindberg, Treasurer
DATE: March 7, 2018
SUBJECT: Appeal Minutes of Settlement
 Re: 1210 Olde Shambles Road (2017) Roll# 5912-010-005-02407-0000

BACKGROUND

The attached Minutes of Settlement for Assessment made under the *Assessment Act* with respect to property located at 1210 Olde Shambles Road for the 2017 taxation year were received.

The Current Value Assessment in the Minutes of Settlement(MOS) document reflects the settlement reached between the parties.

That total financial impact of the Minutes of Settlement is \$727.70 consisting of a reduction of municipal revenue of \$657.89 and education revenue of \$69.81 as listed in the attached 20108 Write-offs/Tax Account Adjustment worksheet.

Recommendation

The Administration & Finance Executive Committee recommends that the Minutes of Settlement for 1210 Olde Shambles Road for the 2017 taxation year be processed.

Council Approval of This Report Will Agree to the Administration & Finance Executive Committee recommendation that the Minutes of Settlement for the 2017 taxation year for property located at 1210 Olde Shambles Road be processed.



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/38**

To: Mayor Avis & Members of Council
FROM: Dawn Galusha, Deputy Treasurer
DATE: March 1, 2018
Subject: Fort Frances and District Recruitment & Retention Committee Request

BACKGROUND

At the January 8, 2018 Council Meeting the request for additional assistance for funding physician recruitment & retention dated November 27, 2017 received from Dr. J. Nelson, Chair of the Fort Frances and District Recruitment & Retention Committee was referred to the Administration & Finance Executive Committee for recommendation.

As the letter has stated, along with successful recruitment and retention comes financial challenges. The Committee has therefore requested consideration of an addition \$67,000.00 to assist with their 2018 recruitment and retention budget, which is over and above the \$68,000.00 that is allocated in our draft budget.

At the Administration and Finance Executive Committee meeting of February 6, 2018, the committee recommended that the Fort Frances and District Recruitment & Retention Committee make a presentation to Council. The presentation request was denied, so Administration is bringing the increased financial request back to this committee for further direction.

RECOMMENDATION

The Administration & Finance Executive Committee recommends receiving the request.

Council Approval of this Report Will Agree to the Administration & Finance Executive Committee recommendation to receive the request.



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/32**

TO: Mayor Avis & Members of Council
FROM: Laurie Lindberg, Treasurer
DATE: March 8, 2018
SUBJECT: Boundary Waters Dragon Boat Festival Requests

BACKGROUND

At the February 12, 2018 Council Meeting, the attached letter received from Boundary Waters Dragon Boat Foundation was referred to the Administration & Finance Executive Committee for recommendation, with input from the Planning & Development, Operations & Facilities and Committee Services Executive Committees.

Boundary Waters Dragon Boat Festival organizer has requested in-kind services for the up coming International Boundary Waters Dragon Festival & International Tug of War events planned for Saturday, June 30, 2018. The requests that are to be considered by the Administration & Finance Executive Committee are as follows:

Item #1. Designate, in writing, the “International Boundary Waters Dragon Boat Festival” as a significant community festival and event;

Item #3. Request that the Town cover any charges associated with any Festival Permits that may be needed; and

Item #5. Supply the International Boundary Waters Dragon Boat Festival with the necessary documents to facilitate closing the road to accommodate the needed team and public participation areas from the Sorting Gap Marina building to the Hallet location.

Attached is the report received from the Community Services Manager stating no concerns with the road closure as requested as long as Marina patrons have access to the facility parking and boat launch. Also, attached is an email from Planning Development Executive Committee that they have no concerns and will ensure that standard practice is done relating to tent permits, road closures and removal of banners after the event is over. Finally, attached is the Operations & Facilities Executive Committee recommendation that the division continues to provide in-kind services for Item #2 with the Boundary Waters Dragon Boat Club responsible to wash down and clean up the picnic tables after they have been utilized, permission granted with regard to Items #4, 5, 9 & 11 in accordance with guidelines listed under #2, and Item #7 the Town will ensure additional garbage containers are provided as requested with the understanding that if extra garbage dumpsters are required on site, and garbage pick-up at the end of the day, these costs and services are the responsibility of the Boundary Waters Dragon Boat Club.

RECOMMENDATION

The Administration & Finance Executive Committee with input from all other divisions recommend that Council agree to Item 1) Designate in writing, the “International Boundary Waters Dragon Boat Festival” as a significant Community Festival event, Item #3 Town to cover any charges associated

with any Festival Permits, Items # 4 & 5) Allow for road closure and supply the International Boundary Dragon Boat Festival Committee with the necessary documents to facilitate closing the affected road to accommodate the team and public participation areas from the Sorting Gap to the Hallet location and to accept the recommendations and/or comments received from the Community Services Manager, Operations & Facilities Executive Committee and the Planning & Development Executive Committee as attached to this report. Further, that the responsible entity for the International Boundary Water Dragon Boat Festival shall ensure adequate liability insurance for the waterfront site during their event.

Council Approval of this Report Will Agree to all division recommendations to:

Item 1) Designate, in writing, the “International Boundary Waters Dragon Boat Festival” as a significant Community Festival and event; Co-ordinate through E. Slomke, Clerk,

Item 2) Authorize the use of Town picnic tables – The International Boundary Waters Dragon Boat Festival volunteers/organizers will arrange for pick-up, wash down & cleaning after they have been utilized and return of picnic tables; Co-ordinate through T. Rob, Operations & Facilities Manager,

Item 3) Standard practice relating to festival permits will be undertaken by staff accordingly; Co-ordinate through T. Dennis, CBO

Items 4, 5, & 11) Allow for the road closure and supply the necessary documents and signage to facilitate closing the affected road to accommodate the needed for team and public participation areas from the Sorting Gap Marina building to the Hallet location and traffic road closure from Minnie Ave to the Sorting Pag Marina to allow for the Tug of War; Co-ordinate through E. Slomke, Clerk. Further By-Law Enforcement will provide comments to organizers related to parking. Also, must ensure that marina patrons have access to facility parking & boat launch.

Item 6) Allow the Committee to attach pennants, signs, and banners to street light poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the materials to be promptly removed after the event. The installation of banners, signs & pennants must not create a safety hazard to pedestrians walking or riding bikes along the Waterfront walkways and motorists’ sight lines or vision should not be obstructed when driving along Front Street. Further By-Law Enforcement will provide comments to organizers related to the removal of banners after the event is over.

Item 7) Allow access for electrical power; Co-ordinate with Fort Frances Power Corporation, Joerg Ruppenstein, CEO,

Item 8) The Town will ensure additional garbage containers are available at the event site with garbage pickup; Co-ordinate through T. Rob, Operations & Facilities Manager. However, if extra garbage dumpsters are required on-site and garbage pick-up at the end of the day, costs and services are the sole responsibility of the Boundary Waters Dragon Boat Club.

Item 9) The use of the Tug of War rope with assistant from Public Works to deliver and pick-up from the Sorting Gap Marina; Co-ordinate through T. Rob, Operations & Facilities Manager.

Item 10) Any remaining shirts from previous Tug O War; Co-ordinate with K. Lawson, Deputy Clerk.

Further, that the responsible entity for the International Boundary Waters Dragon Boat Festival shall ensure a minimum of \$5,000,000 commercial general liability insurance naming the Town of Fort Frances as an additional insured.



REPORT

TO: Mayor Avis & Council

FROM: Jason Kabel, Community Services Division Manager

DATE: February 16, 2018

RE: **Boundary Waters Dragon Boat Request**

At the regular meeting of Council on February 12, 2018, Council referred the letter dated January 17, 2018 from Greg Thorstad, President, Boundary Waters Dragon Boat Club re: Festival, Tug of War & Marina Use to the Administration & Finance Executive Committee for recommendation with input from all other Executive Committees.

The request is as follows:

We would also respectfully request the following support from the Town of Fort Frances for the 7th Annual International Boundary Waters Dragon Boat Festival to be held on Saturday, June 30th, 2018:

- 1. Designate, in writing, the International Boundary Waters Dragon Boat Festival as a significant community festival and event;*
 - 2. Authorize the use of Town picnic tables and working with Public Works to arrange for their pick up, cleaning and return;*
 - 3. We request that the Town cover any charges associated with any festival permits that may be needed;*
 - 4. Allow for the road closure along the marina from the Hallet location to the Sorting Gap Marina building from 7:30 am to 5:00 pm on June 30th, 2018 and we will ensure that an emergency access lane is available;*
 - 5. Supply the International Boundary Waters Dragon Boat Festival with the necessary documents and signage to facilitate closing the road to accommodate the needed team and public participation areas from the Sorting Gap Marina Building to the Hallet location;*
 - 6. Allow the International Boundary Waters Dragon Boat Festival Committee to attach pennants, signs and banners to street light poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event;*
 - 7. Allow access for electrical power; and*
 - 8. Ensure extra garbage cans at the site, and a garbage pick-up the following Monday.*
- In 2018 we have also partnered with the Backus Community Center in International Falls to work collaboratively in order to feature the return of the International Tug of War at our festival following the scheduled Flower Ceremony and prior to the championship*

heats. In order for our IBWDB Foundation to host this event on the Canadian side of the river, we also have the additional requests of:

9. The use of the Tug of War rope used in prior years with the assistance of Public Works to deliver and pick up the rope from the Sorting Gap marina.

10. The donation to our organizers of any remaining shirts and/or gloves remaining from previous years' Tug of War;

11. Allow additional through traffic road closure from Minnie Avenue to the Sorting Gap Marina building from 12:00 pm to approximately 4:00 pm to allow for the Tug of War to take place in its usual location, which would include stretching the rope across the road and onto the green space between the Minnie Avenue corner and the closed Resolute scale and wood yard area.

The items that impact the Community Services Division are:

- #4 (Road Closure 7:30 am to 5:00 pm on June 30th, 2018) – the road closure impacts patrons who own seasonal Marina boat slips and also patrons who purchase daily launch passes. There should be provision for Marina patrons to be able to access facility parking and boat launch around the road closure.

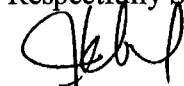
- #6 (attach pennants, signs and banners). The committee has proven responsible in the past to hang & remove signage without causing damage to facilities.

Recommendation

The Community Services Division recommends to the Administration & Finance Executive Committee to:

- a) Allow road closure as requested so long as there is provision for Marina patrons to be able to access the facility parking and boat launch around the road closure and post signage to indicate where and how to access the facility during the closure.
- b) Endorse the use of the facilities as requested which includes hanging & removal of event signage in a responsible manner.

Respectfully Submitted,



Jason Kabel

Laurie Lindberg

From: Patrick Briere
Sent: Monday, March 5, 2018 9:33 AM
To: Laurie Lindberg
Cc: Dawn Galusha
Subject: Boundary Waters Dragon Boat Festival Request - PDEC

Good Morning Laurie,

At the meeting of the PDEC this morning, the request from the Boundary Waters Dragon Boat Festival was considered. There were no areas of concern from PDEC. Staff will ensure that standard practice is done relating to tent permits, road closures and removal of banners after the event is over.

Best regards,

Patrick Briere, CMM I, Property Standards Professional
MLEO/Public Information Officer, Planning & Development Division
PH: 1-807-274-5323 ext. 1218
pbriere@fortfrances.ca

February 21, 2018

Report To: Administration and Finance Executive Committee

From: Operations and Facilities Executive Committee

RE: Request dated January 17, 2018 From Boundary Waters Dragon Boat Festival

On February 12, 2018 a request was brought forward from the Boundary Water Dragon Boat Festival requesting assistance from the Town to hold the 7th annual International Boundary Waters Dragon Boat Festival on Saturday June 30, 2018. I have taken the liberty to only comment on the items that are directly related to the Operations and facilities division:

Item 2: The use of picnic tables, with pickup and drop off to be organized by the Committee - Town will provide picnic tables where the Festival volunteers will be responsible to have the picnic tables delivered to the event site, properly located within the site and returned after the event. However the Boundary Waters Dragon Boat Club will be responsible to wash down and clean up the picnic tables after they have been utilized. Co-ordinate through Travis Rob, Operations & Facilities Manager at 274-9893.

Item 4 and 5: Allow for the closure of Front Street from the Hallett to the Marina, and further provide signage to facilitate the road closure.

The organizers will be responsible to arrange with Milt Strachan, Transportation Superintendent for signage and barricades to be dropped off on site Friday prior to the event. The organizers will be responsible to setup and take down the barricades before and after the event. The barricades will be picked up on the first business day after the event.

Item 6: Allow Festival committee to attach pennants, signs & banners to streetlight poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event - The installation of banners, signs & pennants should not create a safety hazard to pedestrians walking or riding bikes along the Waterfront walkways. Also motorists' sight lines or vision should not be obstructed when driving along Front Street.

Item 8: Ensure Extra Garbage Cans at the Site - Additional garbage containers can be set out for the event. However the O & F division is not in a position to provide manpower to pick-up garbage at the end of the event day. The O&F Division will collect the garbage on Tuesday July 3, 2018.

Further for the 2018 event the committee is looking to host, again, the international tug of war with International Falls. To facilitate this the committee is looking for additional items, again those directly affecting the Operations and Facilities Division will be commented on.

Item 9: Use of the Tug of war rope – The rope is stored at the Public Works yard and is ready for use. Arrangements can be made with Milt Strachan, Transportation Superintendent to have the rope available prior to the event.

Item 11: Closure of the Front Street from the Marina to Minnie Avenue from 12:00pm to 4:00pm on June 30, 2018. – There will need to be a lane maintained to the launch and Sorting Gap from Minnie Avenue at all times. Additional barricades can be organized when the original road closure is setup.

Other divisions within the Town's organization will deal with the other matters requested in the letter dated January 17, 2018.

The Operations & Facilities Executive Committee Recommends the following:

- 1) That the Operations & Facilities Division continues to provide in-kind services for **item No. 2** as outlined in the January 17, 2018 letter from Mr. Greg Thorstad. However the Boundary Waters Dragon Boat Club will be responsible to wash down and clean up the picnic tables after they have been utilized.
- 2) That permission is granted to the Boundary Waters Dragon Boat Club in regard to **items No. 4, 5, 9 and 11** in accordance with the guidelines listed above.
- 3) **Item No. 7** – The Town will ensure that additional available garbage containers will be provided as requested. However if extra garbage dumpsters are required on site, and a garbage pick-up at the end of the day- these costs and services are the responsibility of the Boundary Waters Dragon Boat Club and not the Town.

Respectfully Submitted

Paul Ryan, Chairman
 Operations & Facilities Executive Committee
 2018Feb Dragon Boat Request

March 7, 2018

Report To: Mayor and Council

From: Travis Rob, Manager of Operations & Facilities

RE: Renewal of Bearskin Annual Lease

Please find attached a report prepared by Tom Batiuk, Airport Supervisor, outlining the annual lease agreement Bearskin Lake Air Service LP for counter and storage space within the terminal building. The lease agreement is required to be executed by the Corporation at this time. The rates in the lease agreement reflect a 1.5% increase for counter space. This increase follows with the increase in the Town user fees for 2018.

The Operations & Facilities Executive Committee recommends the following:

- 1) That the lease agreements with Bearskin Lake Air Service LP be executed.
- 2) That the Mayor and Clerk be authorized to execute the lease agreements on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations & Facilities

Council Approval of this report will agree with the recommendations of the Operations & Facilities Executive Committee being:

- 1) That the lease agreements with Bearskin Lake Air Service LP.**
- 2) That the Mayor and Clerk be authorized to execute the lease agreements on behalf of the Corporation.**



2018-02-26

To: Travis Rob, O&F Division Manager

From: Tom Batiuk

Re: Bearskin Airlines Lease Renewal

Attached are the lease renewal documents for Bearskin Lake Air Service LP. These lease documents are set to commence on January 1, 2018 and expire on December 31st, 2018. Please review the attached documentation with my recommendation for approval by Town Council.

Kind Regards,

Tom Batiuk
Airport Supervisor



216 Round Boulevard
Thunder Bay, ON P7E 3N9
Telephone – 807 577 1141
Fax – 807 474 2645

February 6th, 2018

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

Attention: Tom Batiuk, Airport Supervisor

Dear Sir

Attached please find three (3) copies of the Lease between The Corporation of the Town of Fort Frances and Bearskin Lake Air Service LP, which have been executed on behalf of Bearskin.

Once the Lease has been executed on behalf of the Town of Fort Frances, we request that you provide our office with one duly executed copy of the Lease.

We trust this is what you require at this time. Should you have any questions, please do not hesitate to contact the undersigned at 807 474 2635.

Yours truly,

BEARSKIN AIRLINES

Per:

for 
Brad Martin, President

/mb

Enclosure

THIS AGREEMENT made this 1st day of January, Two Thousand and Eighteen

BETWEEN:

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

-And-

BEARSKIN AIRLINES
C/O EIC SHARED SERVICES
(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 March 1, 2000 with respect to the property (“Demised Premises”) described as: Office, counter and storage space comprising a total area of 28.5 square meters at the Fort Frances Airport.
- B. The copy of the lease dated March 1, 2000, in each of the Parties possession forms Part of this Agreement as Schedule “A”.
- C. The term (the “Term”) of this lease and subsequent renewals is due to expire and end December 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 January 1, 2018 to and including December 31, 2018 on substantially the same terms and conditions as set out in the Lease, save and excepting the additional clause E, as set out below.
- E. The annual rental fee will be annually increased on renewal by the greater of the amounts calculated as follows:
 - 1) An amount equal to that produced by applying the Previous year’s Ontario consumer price index to the previous year’s annual rental fee;
 - 2) An amount calculated as 1.5% over the previous year’s annual rental fee

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 January 1, 2018 to December 31, 2018.
- 2. The amount payable by the Tenant to the Town in respect of the Tenant’s lease of the Demised Premises for the Term January 1, 2018 to December 31, 2018 shall be the sum of \$ 10,919.78, plus applicable taxes, which amount shall be payable by the Tenant to the Town on a monthly basis.
- 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 WHERE OF the Parties have executed this Agreement.

For the Corporation of the Town of Fort Frances:

Per: _____
Mayor

Per: _____
Clerk

For: Bearskin Airlines C/O EIC Shared Services:

Witness: _____

Per: _____
“I have the authority to bind the corporation”

March 7, 2018

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of RFQ 18-OF-01 – Maintenance Services

For years the Town has engaged contractors in a 'preferred contractor' agreement where the contractors set out their preferred labour rate as well as their stipulated material markup for works with the Town of Fort Frances.

Please find attached report from Mr. Doug Herr, Environmental and Facilities Superintendent outlining the proposals submitted from the contractors as well as the lowest bidders. At this time no agreement will be entered with a carpenter as the Town is currently reviewing this service and depending on the results of this investigation the award of this contract will follow.

Administration recommends the following:

1. That service contracts for 2018 to 2020 be awarded to the following vendors:

J.D. Plumbing Solutions – Plumbing Maintenance

Pryde's Heating – Heating and Ventilation Maintenance

CANNECT Electric – Electrical Maintenance

2. That the Mayor and Clerk be authorized execute the agreements on behalf of the organization.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will ensure that:

- 1. That service contracts for 2018 to 2020 be awarded to the following vendors:**

J.D. Plumbing Solutions – Plumbing Maintenance

Pryde's Heating – Heating and Ventilation Maintenance

CANNECT Electric – Electrical Maintenance

- 2. That the Mayor and Clerk be authorized execute the agreements on behalf of the organization.**

Manager of Operations and Facilities

March 2, 2018

Report To: Travis Rob, P. Eng., Manager of Operations & Facilities
 From: Douglas Herr, Environmental & Facilities Superintendent
**SUBJECT: Maintenance Service Agreements
 RFQ 18-OF-01**

On Tuesday February 13, 2018 at 2:00 p.m. the above Request for Quotation was opened publicly in the Committee Room at the Civic Centre. Six packages were received as follows:

<u>Contractors: (Plumbing Maintenance)</u>	J.D. Plumbing Solutions Pro-R Plumbing
<u>Contractors: (Heating & Ventilation Maintenance)</u>	Pryde's Heating
<u>Contractors: (Electrical Maintenance)</u>	M. L. Caron Electric Ltd. CANNECT Electric
<u>Contractors: (Carpenter Maintenance)</u>	Sigurdson Construction Ltd.

The service agreement is for three (3) years commencing 2018 through to 2020 with an option for an additional two (2) years.

I have attached an evaluation listing of the Contractors who submitted quotes for maintenance services. From the quotations received one Contractor, Pro-R Plumbing did not provide all the necessary documentation as requested. Missing proof of liability insurance. All others meet the requirements of the proposal. There are a number of certifications and insurance policies set to expire and will have to be renewed.

It should be clarified with the successful plumbing maintenance contractor what "general hours of work" are expected to be. This will alleviate the issue of when to and when not to charge the overtime rate.

In discussions with yourself the contractor for carpentry maintenance is not to be awarded at this time, pending Council's decision to either hire one full time or accept the one outlined in this proposal.

Therefore, it is my recommendation that the Town award the above maintenance service contracts to:

J.D. Plumbing Solutions - Plumbing Maintenance
 Pryde's Heating – Heating & Ventilation Maintenance
 CANNECT Electric – Electrical Maintenance

If approved, I will arrange to contact the above contractors and have them sign a Maintenance Service Agreement for period of 2018 to 2020.

If you have any questions, feel free to contact the undersigned.

Doug Herr

**MAINTENANCE SERVICES
R.F.Q. 18-OF-01
CONTRACTOR EVALUATION LISTING**

Contractor Names:		Will Bidder Respond to:		Price		Material Mark-up	Documentation to be Provided with Quotation			
		Emergencies 2 hrs.	Routine Calls 48 hrs.	Normal Hours	Overtime Hours		O. H. & S. Agreement	Trade Certificates	Business License	Liability Insurance
Plumbing Maintenance										
JD Plumbing Solutions	Plumber	YES	YES	\$55.00	\$82.50	15%	Yes	Yes	Yes	Yes*
	Helper	YES	YES	\$40.00	\$60.00					
Pro-R Plumbing	Plumber	YES	YES	\$60.00	\$60.00	30%	Yes	Yes	Yes	No
	Helper	YES	YES	\$50.00	\$50.00					
Heating & Ventilation Maintenance										
Pryde's Heating	Mechanical (HVAC Gas #1)	YES*	YES	\$65.00	\$65.00	30%	Yes	Yes	Yes	Yes**
	Helper	YES*	YES	\$50.00	\$50.00					
Electrical Maintenance										
M. L. Caron Electric Ltd.	Electrician	YES	YES	\$62.00	\$68.00	10%	Yes	Yes	Yes	Yes*
	Helper	YES	YES	\$42.00	\$48.00					
CANNECT Electric	Electrician	YES	YES	\$53.00	\$53.00	15%	Yes	Yes	Yes*	Yes**
	Helper	YES	YES	\$43.00	\$43.00					
Carpenter Maintenance										
Sigurdson Construction Ltd.	Carpenter	YES	YES	\$55.00	\$82.50	15%	Yes	Yes*	Yes	Yes**
	Helper	YES	YES	\$40.00	\$60.00					

* Expires October 10, 2018

* If Possible
** Expires September 05, 2018

* Expires July 14, 2018

* Expires May 31, 2018
** Expires July 22, 2018

* Expires July 2018
** Expires June 10, 2018

* Expires October 10, 2018

* If Possible
** Expires September 05, 2018

* Expires July 14, 2018

* Expires May 31, 2018
** Expires July 22, 2018

* Expires July 2018
** Expires June 10, 2018



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/36**

TO: Mayor Avis & Members of Council

FROM: Laurie Lindberg, Treasurer

DATE: March 7, 2018

SUBJECT: Councillor Wendy Brunetta RRDMA & NOMA Meeting Per Diem

BACKGROUND

Attached are copies of the Town of Fort Frances Schedule "F" Travel Statement – Mayor/Council Honorarium per diem in the amount of \$160.00 to attend the RRDMA Annual Meeting held on January 13, 2018 in Fort Frances and \$160.00 to attend the Northern Ontario Municipal Association (NOMA) Executive Meeting held in Thunder Bay on February 14, 2018 as submitted by Councillor Wendy Brunetta.

The per diem claims are in compliance with the Town of Fort Frances By-Law 02/10-B Schedule 'A'.

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the per diem claims in the amount of \$320.00 as submitted by Councillor Wendy Brunetta for her attendance at the RRDMA Annual Meeting held on January 13, 2018 in Fort Frances and the NOMA Executive Meeting held in Thunder Bay on February 14, 2018.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the per diem claims in the amount of \$320.00 as submitted by Councillor Wendy Brunetta for her attendance at the RRDMA Annual Meeting held on January 13, 2018 in Fort Frances and the NOMA Executive Meeting held in Thunder Bay on February 14, 2018.

March 7, 2018

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2017 Drinking Water System Annual Report – Schedule 22

Administration is required to present to Council (owner) the 2017 Schedule 22 Summary Report prior to the March 31, 2018 deadline. Please find attached the Administration Report prepared by Douglas Herr, Environmental and Facilities Superintendent outlining the 2017 Schedule 22 Summary Report for the Town's Large Residential Drinking Water System. The entire Schedule 22 Summary Report is attached for your review and acceptance.

Also attached to the administration report prepared by Doug Herr outlined in appendix "D" is the MOE 2017/18 Drinking Water Inspection Report from their "announced focused" inspection, which was conducted on January 22nd and 23rd, 2018. There were no areas of non-compliance found during this inspection. There were a few areas where the Town could change process or equipment to better meet the regulations and these are being considered by the Operators at this time.

Further, I would like to acknowledge all the efforts and hard work of the following staff members; Doug Herr - Environmental and Facilities Superintendent, Randy White – Overall Responsible Operator, Brad Webb - Senior Water Treatment Plant (WTP) Operator, Paul Lemesurier - WTP Operator, Travis George - Water Distribution System Operator, Greg Wiedenhoef - Water Distribution System Operator Jay Bruyere – Water Distribution System Operator, Linda Carmody, Operator in Training (OIT) to ensure that all consumers connected to the Town's drinking water system receive outstanding potable water at all times. Please keep up the good work.

The 2017 Schedule 22 (Compliance) Summary Report will be available for inspection or review by any member of the public at the Water Treatment Plant or the Public Works Office during regular business hours without charge. Also, a copy of the report will be forwarded to Couchiching First Nations, the Walleye Trailer Park and the Lakeview Trailer Park prior to March 31, 2018. Also a copy of the report will be posted on the Town's website.

The Operations and Facilities Executive Committee recommends the following;

1. That Council accepts the 2017 Schedule 22 Annual Summary Report and that a separate resolution be prepared.
2. That the 2017/2018 MOE "Announced focused" Inspection Report of the Town's water system be reviewed and accepted by Council.
3. That at this time, the staff of the drinking water system should be acknowledged for all their effort and hard work to ensure that all consumers connected to the Town's water system receive outstanding water. Please keep up the good work.

Respectfully Submitted

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

Travis Rob, P.Eng

Manager of Operations and Facilities

Council approval of this report will ensure:

- 1. That Council accepts the 2017 Schedule 22 Annual Summary Report and that a separate resolution be prepared.**
- 2. That the 2017/2018 MOE “Announced focused” Inspection Report of the Town’s water system be reviewed and accepted by Council.**
- 3. That at this time, the staff of the drinking water system should be acknowledged for all their effort and hard work to ensure that all consumers connected to the Town’s water system receive outstanding water. Please keep up the good work.**

2018March Schedule 22 Report



FORT FRANCES DRINKING WATER SYSTEM

Large Municipal Residential Drinking Water System

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

ANNUAL SUMMARY REPORT

For the period of

JANUARY 01, 2017 TO DECEMBER 31, 2017

DRINKING WATER SYSTEM #220000978

Prepared by: Douglas Herr

TABLE OF CONTENTS

1.0	Description	Page 3
2.0	General Overview	Page 3
3.0	Legislative Requirements	Pages 4 - 6
4.0	System Approvals	Page 6
5.0	Failure to Meet Requirements (Non-Compliance Issues)	Pages 6 - 7
6.0	Quantity and Flow Data (2017)	Pages 8 – 10

Appendix:

Appendix "A"	- Municipal Drinking Water License
Appendix "B"	- Drinking Water Works Permit
Appendix "C"	- Permit to Take Water
Appendix "D"	- Drinking Water System Inspection Program (2017 – 2018 Inspection Report)

List of References

1.0 **Description**

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

2.0 **General Overview**

The reporting period for this report is January 01 to December 31, 2017.

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

1. Municipal Drinking Water License (MDWL) No. 224-101, Issue Number: 2, issued May 13, 2016;
2. Drinking Water Works Permit (DWWP) No. 224-201, Issue Number 2: issued May 13, 2016;
3. Safe Drinking Water Act, 2002;
 - O. Reg. 170/03 Drinking Water Systems
 - O. Reg. 128/04 Certification of Drinking Water Operators and Water Quality Analysts
 - O. Reg. 169/03 Ontario Drinking Water Quality Standard
 - O. Reg. 188/07 Licensing of Municipal Drinking Water Systems
4. Ontario Water Resources Act;
 - O. Reg. 387/04 Taking of Water and Transfer
 Permit to Take Water No. 3258-AE6PEM, issued September 27, 2016.

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

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

The summary report is required to provide the following:

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

3.0 Legislative Requirements

Safe Drinking Water Act, 2002 (SDWA):

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

1. That all water provided by the system to the point where the system is connected to a user's plumbing system meets the requirements of the prescribed drinking-water quality standards.
2. That, at all times in which it is in service, the drinking-water system,
 - i. is operated in accordance with the requirements under this Act,
 - ii. is maintained in a fit state of repair, and
 - iii. satisfies the requirements of the standards prescribed for the system or the class of systems to which the system belongs.
3. That the drinking-water system is operated by persons having the training or expertise for their operating functions that is required by the regulations and the license or approval issued or granted for the system under this Act.
4. That all sampling, testing and monitoring requirements under this Act that relate to the drinking-water system are complied with.
5. That personnel at the drinking-water system are under the supervision of persons having the prescribed qualifications.
6. That the persons who carry out functions in relation to the drinking-water system comply with such reporting requirements as may be prescribed or that are required by the conditions in the license or approval issued or granted for the system under this Act.

Ontario Regulation 170/03:

(Amendment O. Reg. 509/17, December 15, 2017 to Current)

(Amendment O. Reg. 458/16, July 01, 2017 to December 14, 2017)

(Amendment O. Reg. 458/16, January 01, 2017 to June 30, 2017)

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

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

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

The report must,

- (a) list the requirements of the Act, the regulations, the system's approval, drinking water works permit, municipal drinking water license and any orders applicable to the system that were not met at any time during the period covered by the report; and
- (b) for each requirement referred to in clause (a) that was not met, specify the duration of the failure and the measures that were taken to correct the failure.

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

1. A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows.
2. A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system's approval, drinking water works permit or municipal drinking water license or if the system is receiving all of its water from another system under an agreement to the flow rates specified in the written agreement.

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

Ontario Regulation 128/04:

(Certification of Drinking Water Operators and Water Quality Analysts)

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

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

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

During the reporting period January 1, 2017 to December 31, 2017 all the Town's drinking water operators held a valid operator certificate in compliance with O. Reg. 128/04, made under the Safe Drinking Water Act.

Ontario Regulation 169/03:

(Ontario Drinking Water Quality Standards - ODWQS)

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

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

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

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

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

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

Ontario Water Resources Act, R.S.O. 1990, c. O.40:**Ontario Regulation 387/04:***(Water Taking and Transfer)*

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

4.0 System Approvals – (Current)

The following outlines the current water system Approvals during the 2017 reporting period:

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

5.0 Failure to Meet Requirements (Non-compliance Issues)

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

Non-Compliance with Ontario Regulation:**Ontario Regulation 170/03:**

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

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

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

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

There were no incidences of non-compliance with the Terms and Conditions of Ontario Regulation 169/03 during this reporting period.

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

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

****New Municipal Drinking Water License and Drinking Water Works Permit received May 13, 2016.**

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

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

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

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

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

Provincial Orders:

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

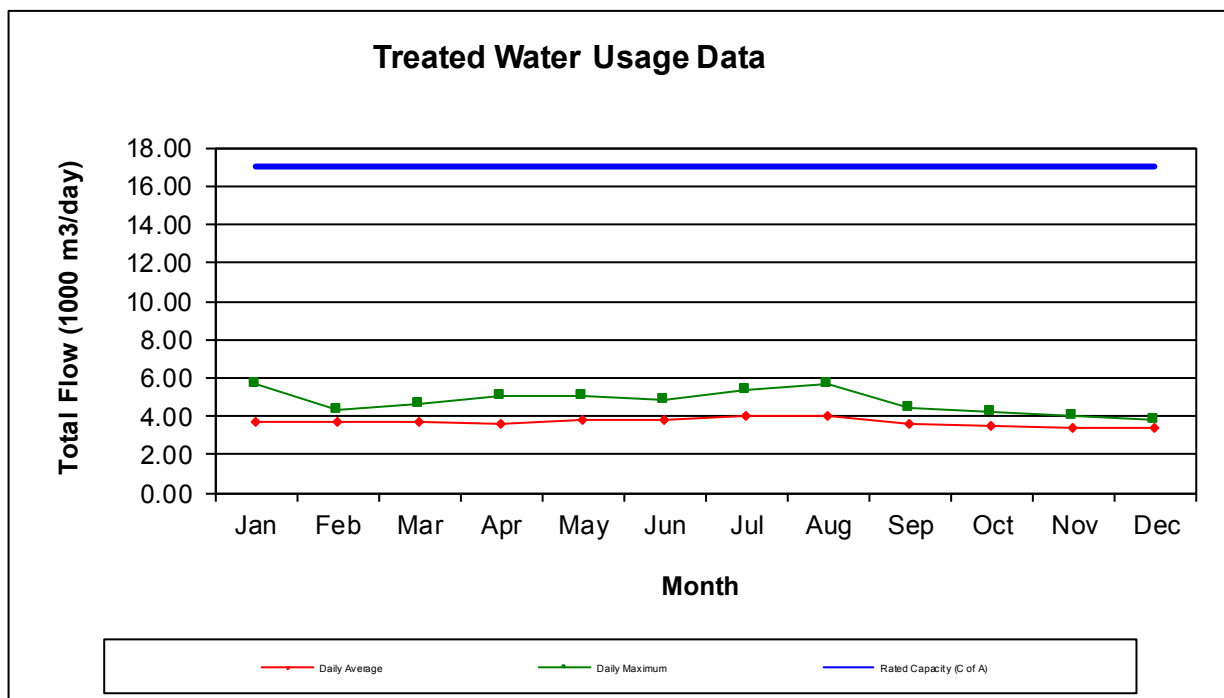
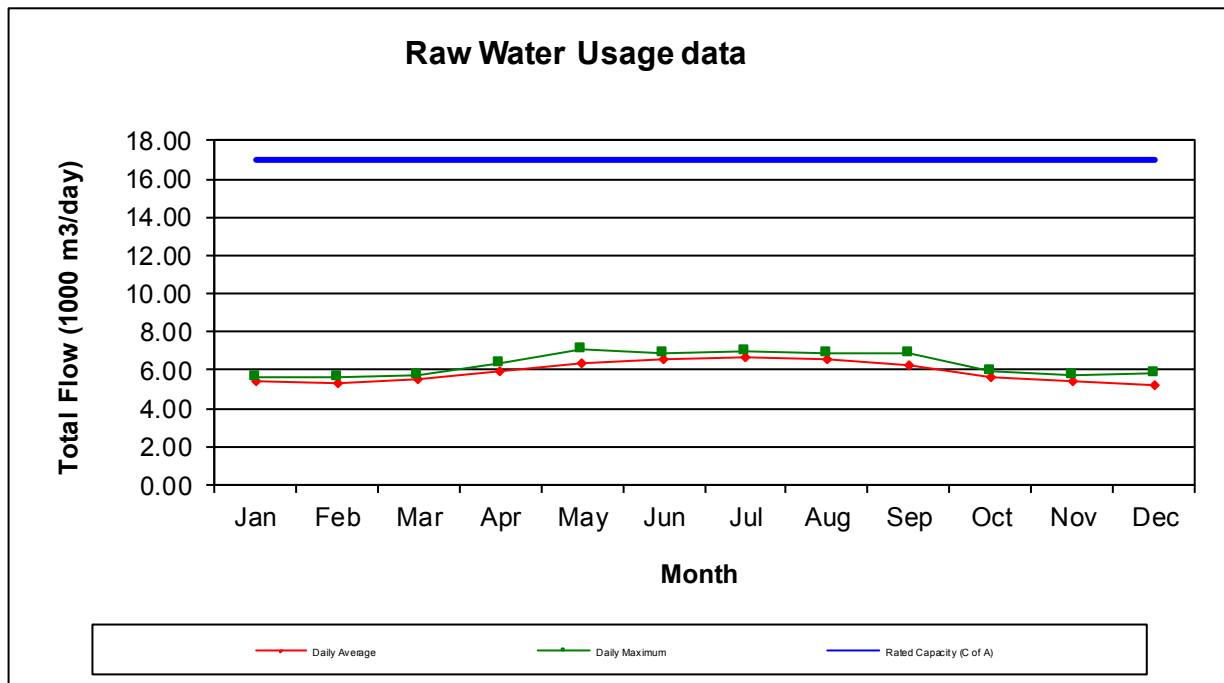
6.0 Quantity and Flow Data (2017)

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

Table 1 - RAW WATER USAGE - 2017						
Month	Total Unit (1000 m ³)	Daily Average Unit (1000 m ³)	Max Day Unit (1000 m ³)		Max Daily Instantaneous Peak Flow Rate (m ³ /min.)	
January	168.83	5.45	5.64	Jan. 14/17	3.87	Jan. 25/17
February	150.01	5.36	5.64	Feb. 22/17	3.80	Feb. 01/17
March	171.72	5.45	5.76	Mar. 19/17	3.96	Mar. 08/17
April	171.18	5.90	6.37	Apr. 29/17	4.31	Apr. 26/17
May	196.21	6.33	7.08	May 22/17	4.86	May 18/17
June	197.91	6.60	6.89	Jun. 11/17	4.69	Jun. 09/17
July	205.49	6.63	6.95	Jul. 23/17	4.68	Jul. 08/17
August	204.69	6.60	6.90	Aug. 28/17	4.67	Aug. 04/17
September	188.50	6.28	6.84	Sept. 02/17	4.66	Sept. 06/17
October	173.66	5.60	5.99	Oct. 10/17	3.96	Oct. 13/17
November	162.01	5.40	5.72	Nov. 05/17	3.96	Nov. 06/17
December	160.80	5.19	5.83	Dec. 10/17	3.81	Dec. 05/17
Yearly Totals	2,151.01	5.90	7.08 May 22/17		4.86 May 18/17	

Table 2 - TREATED WATER USAGE - 2017						
Month	Total Unit (1000 m ³)	Daily Average Unit (1000 m ³)	Max Day Unit (1000 m ³)		Max Daily Instantaneous Peak Flow Rate (m ³ /min.)	
January	103.68	3.70	4.13	Jan. 05/17	4.94	Jan. 01/17
February	110.25	3.80	4.30	Feb. 26/17	5.78	Feb. 22/17
March	113.56	3.66	4.60	Mar. 31/17	5.40	Mar. 30/17
April	108.33	3.61	5.09	Apr. 13/17	6.17	Apr. 13/17
May	116.99	3.77	5.04	May 24/17	8.89	May 24/17
June	114.21	3.81	4.86	Jun. 07/17	6.63	Jun. 12/17
July	126.30	4.07	5.42	Jul. 29/17	5.37	Jul. 19/17
August	123.42	3.98	5.68	Aug. 01/17	5.80	Aug. 24/17
September	107.62	3.59	4.43	Sept. 12/17	6.13	Sept. 23/17
October	109.48	3.53	4.28	Oct. 07/17	6.01	Oct. 07/17
November	102.85	3.43	4.00	Nov. 13/17	5.95	Nov. 09/17
December	105.97	3.42	3.80	Dec. 07/17	4.12	Dec. 05/17
Yearly Totals	1,234.87	3.70	5.68 Aug. 01/17		8.89 May 24/17	

**Comparison of Flow Summary to Rated Capacity
(Municipal Drinking Water Licence Number 224-101, Issue No. 2)**



The **Permits to Take Water #3528-AE6PEM** (Issued September 27, 2016) allows the municipality to draw 17,000 m³/day at a maximum flow rate of 12,000 L/min. from its raw water source. As indicated from the charts provided, the maximum daily flow of raw water in 2017 is 7,800 m³/day recorded on May 22, 2017, which is 45.9% of the maximum allowable flow rate.

The maximum instantaneous peak flow rate for **Raw** water is 4.860 m³ /min. (4,860 L/min.) which was recorded on May 18, 2017 due general to water system maintenance and repair work. This accounted for 40.5% of the maximum allowable flow rate.

In accordance with the Municipal Drinking Water License No. 224-201, the Town of Fort Frances Drinking Water System shall not be operated to exceed the rated capacity of 17,000 m³/day on any calendar day, conveyed from the treatment system to the distribution system. The highest single day treated flow of 5,680 m³/day was recorded on August 01, 2017, which is 33.4% of the plant's maximum capacity.

The maximum instantaneous peak flow rate for **Treated** water is 8.89 m³/min. (8,890 L/min.) recorded on May 24, 2017, which is 74.1% of the plant's maximum capacity.

There were no instances of treated water flows exceeding the rated capacity as stated in the Municipal Drinking Water Licence during the reporting period of January 1 to December 31, 2017.

Appendix "A"

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

Appendix “B”

DRINKING WATER WORKS PERMIT
Permit Number: 224-201
Issue Number: 2

Appendix “C”

**PERMIT TO TAKE WATER
Surface Water
Number 3528-AE6PEM**

Appendix “D”

**DRINKING WATER SYSTEM INSPECTION PROGRAM
(2017 – 2018 Inspection Report)**

List of References

Safe Drinking Water Act, 2002 (SDWA)
Ontario Regulation 170/03 of the SDWA (Drinking Water Systems),
Ontario Regulation 128/04 of the SDWA (Certification of Drinking Water System Operators and Water Quality Analysts),
Ontario Regulation 169/03 of the SDWA (Ontario Drinking Water Quality Standards)
Ontario Regulation 188/07 of the SDWA (Licensing of Municipal Drinking Water Systems)

Report to Council

From: Tannis Drysdale RRFDC, Economic Development Consultant

Date: March 12, 2018

Regarding: Rainy Lake Square Recommendations

1. Venue Reservations

Recommendation to Council

The Rainy Lake Square will be reserved through the Memorial Sports Centre facility reservation system. The BIA and Economic Development office will have access to the system. The economic development office will assist with bookings, encouraging utilization by the community.

2. Use of the Rainy Lake Square

Background

The Rainy Lake Square was built to increase economic development with the following goals:

1. Activation of downtown Fort Frances; increase foot traffic to surrounding businesses
2. Be a regional tourist attraction
3. Provide a venue for small business incubation

Ideal usage of the Rainy Lake Square should further one or all of these goals.

Use A) Casual use i.e. birthday parties and gatherings. Square remains open to the public during such use. No reservation required.

Use B) Fenced in, ticketed events. Reserved by community groups, charities.

Use C) Fenced in, private events, such as wedding receptions, socials. Reserved by private individuals. Neither open to the public nor ticketed. Invitation only. Fee to be charged.

Use D) Utilization of the square for for-profit purposes. I.e. trade shows, car shows.

Recommendation to Council

Council should allow all usage options for the first season of operation and revisit in early 2019 based on experience.

Recommendation to develop a fee for uses C and D based on fees for the Memorial Sports Centre Auditorium at \$427.20 + HST for residents of Fort Frances; \$534.00 + HST for non-residents.

3. Liquor Service

Background

The Alcohol and Gaming Commission of Ontario (AGCO) will allow alcohol licensing of outdoor, public areas under Special Occasion Permits (SOP), or Catering Endorsements from a licensee (a licensed bar or restaurant extending their licence to another area).

Catering Endorsement from a Licensed Business

Licensed restaurant and bar businesses may use the Rainy Lake Square under a Catering Endorsement. A Catering Endorsement allows businesses to temporarily extend their licence to another location, including outdoor public spaces.

Under this endorsement, the business in question is responsible for the site as it falls under their license for the duration of the event being catered.

Private Event Special Occasion Permit (e.g. weddings)

A private event under AGCO guidelines cannot be a publically advertised event. There can be no intent to gain profit from sale of alcohol at the event.

For outdoor events at the Rainy Lake Square, the Private SOP holder must give Town of Fort Frances 30 days written notice.

Public Event Special Occasion Permit (e.g. charity/fundraising event)

Under this Special Occasion Permit, events must be open to the public.

This type of SOP can only be issued to: charitable organizations, not-for-profits to promote charitable, educational, religious or community objectives, for an event of national, provincial or international significance or “for an event designated by municipal council as an event of municipal significance.” Sale of alcohol can be advertised publically in these cases.

For outdoor events, SOP holder must provide clerk’s department, police, fire and health department written notice 30 days prior to event.

Outdoor Event Venue Capacity Guidelines for Alcohol Licensing

In all cases, fencing at least 3 feet tall must be used to enclose the temporarily licensed area.

“Maximum capacities for all outdoor areas (or indoor areas without a designated Building or Fire Department capacity) is determined by dividing actual size of the permit area (as determined in square metres or square feet) by 1.11 square metres or 12 square feet per person.

Recommendation to Council

Recommendation is to allow bar and restaurant businesses with Catering Endorsements to sell alcohol at events at the Rainy Lake Square.

1. The Rainy Lake Square will not be staffed in the evenings.
2. Allowing alcohol service from a Special Occasion Permit set-up will be competitive with businesses. The Rainy Lake Square is meant to encourage and grow local business. Allowing Catering Endorsement alcohol sales will support bar and restaurant businesses while allowing full service events.

4. Smoking on Premises

Recommendation to Council

Recommendation is that smoking be prohibited in the Rainy Lake Square facility.

Planned 2018 Programming

Grand Opening

The official opening of the Rainy Lake Square will take place May 17, 2018. Formal ribbon-cutting, speeches will occur.

Markets

Two farmers markets per week will be held between May and September on Thursdays and Saturdays. Markets will run 9 a.m. until 1 p.m. each market day.

Vendors will be encouraged to arrive for set-up at 8:30 a.m., with the exception of vendors that request earlier due to farming schedules.

Markets will be hosted by the BIA, vendors must apply therein. The economic development office will support market operations.

Events

An events program for the 2018 season was developed through consultations with the BIA and the Fort Frances Museum.

We will work with community groups to host programming at the Rainy Lake Square from May long weekend (May 18-21) to mid-September.

Events will be hosted each Thursday evening between 6-8 p.m. during this period.

Events may include concerts, kids programming, movie nights, dramatic productions, concerts.

A summer concert series is planned for one Thursday of each month. Concert dates:

Thursday, May 17: Grand Opening feat. Musical act TBA

Thursday, June 14

Thursday, July 18

Thursday, August 16

Thursday, September 13

The economic development office will work with community groups to offer programming to encourage utilization of the Square.

Food Service

The economic development office will inform all food vendors at the Rainy Lake Square to acquire permits as required by the Northwestern Health Unit.

Facility Resources

Ten 10x10 canopy tents were purchased bearing the "Rainy Lake Market" logo, and ten small folding tables for vendor use during markets.

Branding & Marketing

We will market the Rainy Lake Square and its programming for the first season of operation. Marketing activities will include a highway billboard in the U.S., social media, print and radio ads. Logos have been developed for both the Rainy Lake Square facility and the Rainy Lake Market. It is recommended that all future facility resources be branded cohesively with these logos.

TOWN OF FORT FRANCES
General Fund (Operating) Summary
For the Two Months Ending Wednesday, February 28, 2018

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>% Variance</u>
CORPORATE				
Municipal Tax Levy	(\$5,296,186.86)	-	\$5,296,186.86	0.00%
Education Tax Levy	(796,255.16)	-	796,255.16	0.00%
W/O Municipal	126.08	-	(126.08)	0.00%
W/O Education	13.38	-	(13.38)	0.00%
OMPF	(835,525.00)	-	835,525.00	0.00%
Mayor & Council	22,266.94	-	(22,266.94)	0.00%
Long Term Debt	40,662.84	-	(40,662.84)	0.00%
Election	2,798.40	-	(2,798.40)	0.00%
RR DSSAB	483,933.33	-	(483,933.33)	0.00%
Northwestern Health Unit	92,203.35	-	(92,203.35)	0.00%
Economic Development	56,076.77	-	(56,076.77)	0.00%
Travel Information Centre	609.67	-	(609.67)	0.00%
Solar Panel Project	(247.41)	-	247.41	0.00%
Total Corporate	<u>(6,229,523.67)</u>	<u>-</u>	<u>6,229,523.67</u>	<u>0.00%</u>
ADMINISTRATION AND FINANCE				
Other Unassigned Revenue	(39,542.71)	-	39,542.71	0.00%
Administration	39,040.14	-	(39,040.14)	0.00%
Admin Vehicle	510.59	-	(510.59)	0.00%
Municipal Buildings	1,146.70	-	(1,146.70)	0.00%
HR Department	4,343.07	-	(4,343.07)	0.00%
Clerk	25,399.48	-	(25,399.48)	0.00%
Treasury	91,634.05	-	(91,634.05)	0.00%
FFPC Administration	15,270.62	-	(15,270.62)	0.00%
Total Administration and Finance	<u>137,801.94</u>	<u>-</u>	<u>(137,801.94)</u>	<u>0.00%</u>
EMERGENCY SERVICES				
Emergency Services	110,906.38	-	(110,906.38)	0.00%
Emergency Measures	3,828.41	-	(3,828.41)	0.00%
911 Service	8,646.60	-	(8,646.60)	0.00%
Police Revenue	(2,195.39)	-	2,195.39	0.00%
Police Administration	323,280.06	-	(323,280.06)	0.00%
Total Emergency Services	<u>444,466.06</u>	<u>-</u>	<u>(444,466.06)</u>	<u>0.00%</u>
COMMUNITY SERVICES				
Sister Kennedy Centre	3,402.81	-	(3,402.81)	0.00%
Fort Frances Children's Complex	73,241.13	-	(73,241.13)	0.00%
Best Start Hub	(10,333.08)	-	10,333.08	0.00%
Day Care Resource Teachers	(9,526.11)	-	9,526.11	0.00%
Handi-Transit System	10,086.82	-	(10,086.82)	0.00%
Townshend Theatre	(1,228.90)	-	1,228.90	0.00%
Recreation Facilities	72,576.62	-	(72,576.62)	0.00%
Recreation Programs	3,984.57	-	(3,984.57)	0.00%
Community Services	16,753.82	-	(16,753.82)	0.00%
Sunny Cove Camp	(3,562.10)	-	3,562.10	0.00%
Fort Frances Public Library	65,407.53	-	(65,407.53)	0.00%
Museum	20,162.72	-	(20,162.72)	0.00%
Waterfront Development/Marina	1,242.80	-	(1,242.80)	0.00%
Total Community Services	<u>242,208.63</u>	<u>-</u>	<u>(242,208.63)</u>	<u>0.00%</u>

TOWN OF FORT FRANCES
General Fund (Operating) Summary
For the Two Months Ending Wednesday, February 28, 2018

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>% Variance</u>
OPERATIONS AND FACILITIES				
PW Administration	14,788.32	-	(14,788.32)	0.00%
PW Buildings & Yards	10,047.84	-	(10,047.84)	0.00%
Municipal Roads	111,128.34	-	(111,128.34)	0.00%
Public Parking Lots	458.26	-	(458.26)	0.00%
Sidewalks	17,032.81	-	(17,032.81)	0.00%
Private Works Charges	867.28	-	(867.28)	0.00%
PW Vehicles	10,963.79	-	(10,963.79)	0.00%
PW Equipment	18,845.36	-	(18,845.36)	0.00%
PW Stores	10,077.44	-	(10,077.44)	0.00%
Traffic Signal Maintenance	317.69	-	(317.69)	0.00%
Streetlight Maintenance	7,961.93	-	(7,961.93)	0.00%
Garbage Collection	10,970.76	-	(10,970.76)	0.00%
Recycling Services	11,667.58	-	(11,667.58)	0.00%
Sanitary Landfill	(50,936.70)	-	50,936.70	0.00%
Engineering	5,439.57	-	(5,439.57)	0.00%
Airport	27,908.15	-	(27,908.15)	0.00%
Airport Building Maintenance	6,555.07	-	(6,555.07)	0.00%
Airport Grounds Maintenance	3,946.28	-	(3,946.28)	0.00%
Parks & Cemeteries Maintenance	(73.05)	-	73.05	0.00%
Fort Frances Cemetery	1,302.68	-	(1,302.68)	0.00%
Riverview Cemetery	3,568.55	-	(3,568.55)	0.00%
Point Park	630.40	-	(630.40)	0.00%
Parks - Outdoor Facilities	12,741.64	-	(12,741.64)	0.00%
RLSquare	1,278.54	-	(1,278.54)	0.00%
Lions Millennium Park	49.84	-	(49.84)	0.00%
Total Operations and Facilities	<u>237,538.37</u>	<u>-</u>	<u>(237,538.37)</u>	<u>0.00%</u>
PLANNING AND DEVELOPMENT				
Civic Centre	10,067.49	-	(10,067.49)	0.00%
By-Law Enforcement	19,094.56	-	(19,094.56)	0.00%
Animal Shelter	381.48	-	(381.48)	0.00%
Building Official	15,874.53	-	(15,874.53)	0.00%
Planning & Zoning	3,123.25	-	(3,123.25)	0.00%
Total Planning and Development	<u>48,541.31</u>	<u>-</u>	<u>(48,541.31)</u>	<u>0.00%</u>
Sub-Total General Fund (Operating)	<u>(5,118,967.36)</u>	<u>-</u>	<u>5,118,967.36</u>	<u>0.00%</u>
TOTAL BUDGET- Revenue	(7,492,359.16)	-	7,492,359.16	0.00%
TOTAL BUDGET- Expenditures	<u>2,373,391.80</u>	<u>-</u>	<u>(2,373,391.80)</u>	<u>0.00%</u>
	<u>(5,118,967.36)</u>	<u>-</u>	<u>5,118,967.36</u>	<u>0.00%</u>

TOWN OF FORT FRANCES
Water and Sewer Fund (Operating) Summary
For the Two Months Ending Wednesday, February 28,
2018

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>% Variance</u>
Water and Sewer Fund				
WATER				
Waterworks Administration	\$96,151.43		(\$96,151.43)	0.00%
Water Treatment Plant	63,438.30		(63,438.30)	0.00%
Water Storage Facility	9,504.29		(9,504.29)	0.00%
	<u>169,094.02</u>	<u> </u>	<u>(169,094.02)</u>	<u>0.00%</u>
SEWER				
Sanitary Sewer Administration	66,342.24		(66,342.24)	0.00%
Sewage Treatment Plant	67,677.69		(67,677.69)	0.00%
	<u>134,019.93</u>	<u> </u>	<u>(134,019.93)</u>	<u>0.00%</u>

Sewer & Water Data for 2018

up-dated March 1, 2018

Month	Days per month	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018-2017	2018-2017	2018	2018
		Total	daily	Couch.	Couch.	Couch.	Total	daily	Couch.	Couch.	Couch.	Diff	Diff	Difference	Infiltration
		Sewage	Sewage	Sewage	Sewage	Sewage	Treated	Treated	2 Water	2 Water	Water	Treated	Wastewater	STP-WTP	daily average
		STP	STP	Meters	Meters	%	WTP	WTP	Meters	Meters	%	WTP	STP		
		cu. meters monthly	cu. meters daily	cu. meters monthly	cu. meters daily		cu. meters monthly	cu. meters daily	cu. meters monthly	cu. meters daily					
January	31	169201	5458.10	10220	329.68	6.04%	119180.0	3844.5		0.0	0.00%	4630.0	-5544.0	50021.0	1613.6
February	28		0.00	8365	298.75	#DIV/0!		0.0		0.0	#DIV/0!	-103680.0	-174956.0	0.0	0.0
March	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-113560.0	-223183.0	0.0	0.0
April	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-108330.0	-256759.0	0.0	0.0
May	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-116990.0	-228551.0	0.0	0.0
June	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-114210.0	-201914.0	0.0	0.0
July	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-126300.0	-212264.0	0.0	0.0
August	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-123420.0	-181956.0	0.0	0.0
September	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-107620.0	-174796.0	0.0	0.0
October	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-109480.0	-183450.0	0.0	0.0
November	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-102850.0	-177999.0	0.0	0.0
December	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-105970.0	-171598.0	0.0	0.0
Total	365	169201		18585			119180.0		0.0			-1248560.0	-2295377.0	50021.0	137.0
Monthly Average		169201	454.84	9292.5	52.37		119180.0	320.4	#DIV/0!	0.0		-102315.0	-182747.5	4168.4	134.5

Aircraft Landings 2018
As of March 5, 2018 Statistics - Page 1/2

Month	Bearskin Flights			Bearskin- Passengers			Government			Private			Med-I-vacs			International			Commercial			Totals			Variance
	2018	2017	2016	2018	2017	2016	2018	2017	2016	2018	2017	2016	2018	2017	2016	2018	2017	2016	2018	2017	2016	2018	2017	2016	2018-2017
January	68	76	70	198	308	261	0	0	1	3	2	3	55	42	30	2	4	3	73	48	36	201	143	177	58
February	66	80	69	187	334	233	0	1	1	2	1	1	57	32	35	3	0	1	56	39	49	184	156	155	28
March		90	69		336	199		10	0		4	17		50	34		14	3		51	55	0	178	192	-178
1/4 Total	134	246	208	385	978	693	0	11	2	5	7	21	112	124	99	5	18	7	129	138	140	385	477	524	-92
April		67	81		289	288		0	7		18	8		40	47		4	3		41	40	0	186	201	-186
May		87	88		389	309		8	4		8	9		50	37		0	32		54	59	0	229	259	-229
June		82	76		324	273		10	0		16	30		38	38		14	77		63	52	0	273	328	-273
1/2 Total	134	482	453	385	1980	1563	0	29	13	5	49	68	112	252	221	5	36	119	129	296	291	385	1165	1312	-780
July		70	72		224	221		3	2		26	48		52	51		76	66		54	47	0	286	324	-286
August		82	84		292	256		4	6		27	42		46	66		80	71		50	53	0	322	313	-322
September		79	78		267	277		7	1		14	15		40	40		42	45		39	51	0	230	249	-230
3/4 Total	134	713	687	385	2763	2317	0	43	22	5	116	173	112	390	378	5	234	301	129	439	442	385	2003	2198	-1618
October		72	85		255	357		6	2		16	10		44	41		18	18		42	47	0	203	214	-203
November		71	72		281	328		0	3		2	20		28	28		0	7		40	38	0	168	146	-168
December		62	64		199	231		0	0		2	0		36	29		0	0		40	29	0	122	139	-122
Total	134	918	908	385	3498	3233	0	49	27	5	136	203	112	498	476	5	252	326	129	561	556	385	2496	2697	-2111

Fort Frances Airport- Page 2/2 - Fuel Sales - As of March 5, 2018

Fuel Sales Recap - 2018									2018	2017	2016	2015	2014	2013	2012	2011	2010	9 year	Variance
									per	per	per	per	per	per	per	per	per	Average	2018-2017
Month	100LL		Jet Trk		Jet Cab		Month	Year	month	month	month	month	month	month	month	month	month	2018 to 2009	month
January	269	269	16,228	16,228	100	100	16,597	16,597	16,597	25,675	7,528	8,692	11,543	7,216	10,252	7,308	10,971	13,924	-9,078
February	363	632	15,923	32,151	0	100	16,286	32,883	16,286	12,503	11,904	11,231	12,304	6,197	6,918	3,687	5,782	16,068	3,783
March		632		32,151		100	0	32,883		21,928	13,255	17,795	10,508	12,077	9,329	10,390	15,539	24,461	-21,928
April		632		32,151		100	0	32,883		13,102	8,592	13,219	8,377	4,453	8,251	5,294	24,825	29,302	-13,102
May		632		32,151		100	0	32,883		21,362	24,681	16,161	29,753	18,350	21,891	19,790	25,375	47,114	-21,362
June		632		32,151		100	0	32,883		27,380	26,015	45,698	30,789	22,786	23,537	25,723	27,768	60,775	-27,380
July		632		32,151		100	0	32,883		24,642	29,002	28,150	14,441	19,232	32,650	19,124	30,455	68,788	-24,642
August		632		32,151		100	0	32,883		23,029	21,119	36,638	20,450	20,075	30,783	21,467	33,139	80,752	-23,029
September		632		32,151		100	0	32,883		13,489	21,325	24,238	21,837	18,005	19,431	22,511	23,363	84,571	-13,489
October		632		32,151		100	0	32,883		16,604	30,655	8,216	15,472	13,109	11,325	13,677	15,033	87,897	-16,604
November		632		32,151		100	0	32,883		9,924	22,349	11,616	7,238	6,398	8,170	6,785	17,747	89,273	-9,924
December		632		32,151		100	0	32,883		6,560	13,797	7,592	6,849	2,028	8,179	2,446	7,641	89,639	-6,560
Total	632		32,151		100		32,883												
Jan to Feb									32,883	216,198	230,222	229,246	189,561	149,926	190,716	158,202	237,638	692,563	-183,315
										38,178	19,432	19,923	23,847	13,413	17,170	10,995	16,753	29,992	5,295

Lowest month in last 9 years
Highest month in last 9 years
Highest month
lowest month

March 7, 2018

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Changes to the Amended Blue Box Program Plan and Timeline for Implementation

For about a year, changes to the Blue Box program has been an important topic in the Municipal World. In August of 2017 the Minister of the Environment and Climate Change directed the Resource Productivity and Recovery Authority (formerly Waste Diversion Ontario) and Stewardship Ontario to work collaboratively with Ontario Municipalities to develop an amended Blue Box Program Plan and submit that plan to the Minister by February of 2018.

Through the fall of 2017 numerous webinars and seminars were held to present proposals and gather feedback from the municipal sector. Information was gathered from Municipalities regarding their current programs and assets so that the changes could be implemented without a reduction in service or without resulting in stranded assets. All of this work was in an effort to align the Blue Box program with the new Bill 151, Resource Recovery and Circular Economy Act 2016 which replaces the Waste Diversion Act 2002. The impacts of Bill 151 will see the blue box program transition from its current funding model where Municipalities should see 50% of their recycling related expenses funded by way of a grant from Stewardship Ontario to a full producer responsibility model. This will mean that the producers of products will be responsible for the production, collection and recycle of their products including **all** costs associated with each phase of the products life.

The completion of this work within the prescribed timeline was nothing short of ambitious but was meant to ensure that an amended Blue Box Program Plan could be passed prior to the election in June of 2018 to keep the process moving forward. On December 19, 2017 a draft plan was posted for comments on the Ontario Environmental Registry. Given the quantity of comments received to the draft plan, Stewardship Ontario chose to not submit a plan to the Minister prior to the February 15 deadline. Stewardship Ontario, instead will go back to work more with Municipal input to further develop the transition. The original transition was supposed to start in 2020 with full implementation within 5 years, however with the delay in presentation of the amended plan, the implementation timeline is, at this point unknown.

The Operations and Facilities Division will continue to be involved in the planning and collaboration efforts surrounding the changes to the Blue Box Program and further updates will be brought forward to Council as pertinent information is available.

Respectfully Submitted



Travis Rob, P.Eng

<p>Council approval of this is not required as it is presented as information</p>
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Manager of Operations and Facilities

2018Mar Blue Box Transition Update

Travis Rob

From: Amber Crawford <ACrawford@amo.on.ca>
Sent: Thursday, February 15, 2018 3:23 PM
Subject: Update on Amended Blue Box Program Plan

Good Afternoon,

As an update to the amended Blue Box Program Plan process, please find attached official notices from the Resource Productivity and Recovery Authority and Stewardship Ontario regarding the a-BBPP. The Municipal 3Rs Collaborative will continue to work with both parties to determine next steps, and will keep you updated.

Your continued dedication to this file is appreciated, and feel free to reach out if you have any questions.



Amended Blue Box Program Plan Update

On August 14, 2017, the Minister of the Environment and Climate Change directed the Authority and Stewardship Ontario to work collaboratively with stewards, municipalities and affected stakeholders to develop a proposal for an amended Blue Box Program Plan and, if approved, to submit the proposal by February 15, 2018 for the Minister's consideration.

Stewardship Ontario posted a draft amended Blue Box Program Plan for consultation on December 19, 2017. In light of comments received on this consultation draft, Stewardship Ontario and the Authority have determined that more time is needed to address the comments received.

As the Minister directed that the proposal for an amended Blue Box Program Plan be developed collaboratively with municipalities, stewards and affected stakeholders, the Authority is committed to engaging with all parties to support the development of a proposal for an amended Blue Box Program Plan that is consistent with the Minister's direction.

Further updates will be provided through the Authority's [website](#) as they become available.

[Source: <https://rpri.ca/2018/02/15/amended-blue-box-program-plan-update/>]



Work Continues on the Proposal to Amend the Blue Box Program Plan

The proposal to amend the Blue Box Program Plan ("Plan") remains a work-in-progress and continues to be assessed against the stakeholder feedback Stewardship Ontario received during Phase 1 and 2 of the consultation process. As such, Stewardship Ontario elected not to submit a program plan to the Resource Productivity & Recovery Authority on February 15, 2018.

Stewardship Ontario greatly appreciates the substantive investments in time, involvement, and thoughtful feedback provided by our many stakeholders over the last five months.

We thank you for your ongoing support and participation as we develop an amended Blue Box Program Plan that will improve paper product and packaging recycling in Ontario. Please watch your inboxes for updates.

Sincerely,

Stewardship Ontario

[Source: <http://stewardshipontario.ca/a-bbpb/>]

Sincerely,

Dave Gordon
Senior Advisor, Waste Diversion
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Amber Crawford
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