

TOWN OF FORT FRANCES

AGENDA - July 9, 2018

COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre

(Session No. 131) 5:00 p.m.

Page

1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof.**
4. **In-Camera:**
5. **Public Session Resumes in Council Chambers:**
6. **Council Reports on Board & Committee Activity:**
 - 6.1 Mayor Avis - verbal update
Councillor Albanese - verbal update
Councillor Brunetta - verbal update
Councillor Caul - verbal update
7. **Consent Agenda:**
 - 7.1 Automatic Aid Agreement with the Townships of LaVallee, Emo and Chapple. 5 - 10
- approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to approve entering into an Updated Automatic Aid Agreement with the Townships of LaVallee, Emo and Chapple and further that Mayor and Clerk be authorized to execute the agreement and authorizing by-law on behalf of the Corporation.
 - 7.2 Automatic Aid Agreement with Couchiching First Nation. 11 - 15
- approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to approve entering into an Updated Automatic Aid Agreement with Couchiching First Nation and further that Mayor and Clerk be authorized to execute the agreement and authorizing by-law on behalf of the Corporation.
 - 7.3 Rainy Lake Square Parking Meters. 16 - 19
- approval of this report will agree with the recommendation of the Planning and Development Executive Committee to 1) approve the

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	report as presented to approve a rate increase of \$1.25 per hour to the current parking meter fee; 2) direct that an amendment to the User Fee by-law be prepared for execution by Mayor and Clerk; and 3) further that Administration be directed to bring forward an agreement with Global Payments for credit card services for the parking meters in the location of the Rainy Lake Square.	
7.4	Front and Minnie Residential Development Site Plan Control Agreement and Permit. - approval of this report will agree with the recommendation of the Planning and Development Executive Committee to allow the developer at 201 Minnie Avenue to be issued building permits for a three and four unit residential development and to enter into a Site Plan Agreement with the Town of Fort Frances and further that Mayor and Clerk be authorized to execute said agreement and authorizing by-law.	20 - 22
7.5	Community Museum Operating Grant 2018 (CMOG). - approval of this report will agree with the recommendation of the Community Services Executive Committee to authorize submission of the 2018 Community Museum Operating Grant (CMOG) to the Ministry of Tourism, Culture and Sport with appropriate execution of the document.	23 - 46
7.6	Student Wages - Community Services Division. - approval of this report will agree with the recommendation of the Community Services Executive Committee to sanction increasing the wage rate of a 'student' employee when they reach the age of 18 years old to \$14.00 per hour to align with the <i>Employment Standards Act</i> .	47 - 48
7.7	Memorial Sports Centre - Hotel Guest Passes. - approval of this report will agree with the recommendation of the Community Services Executive Committee to endorse the hotel guest pass program at a rate equivalent to the Adult resident rate in the user fee schedule and further that the User Fee By-Law be amended to respect the annual changes as approved by Council.	49
7.8	Sorting Gap Marina - Use of Resolute Woodyard for Overflow Parking. - approval of this report will agree with the recommendation of the Community Services Executive Committee to authorize endorsement of an indemnity agreement with Resolute Forest Products for the Sorting Gap Marina for use of the Shevlin Woodyard as overflow parking for boats and trailers during peak period demand time and further that Mayor and Clerk be authorized to execute the document on behalf of the Corporation.	50 - 54

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7.9 Municipal Alcohol Policy.	55 - 63
- approval of this report will agree with the recommendation of the Community Services Executive Committee to endorse and adopt the Municipal Alcohol Policy as presented.	
7.10 Award of RFP 18-OF-06 - Operations and Maintenance of the Town of Fort Frances Wastewater Treatment Facility.	64 - 69
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to 1) Award RFP 18-OF-06 to Ontario Clean Water Agency for a 5 year term commencing January 1, 2019; and 2) authorize Mayor and Clerk to execute the agreement and authorizing by-law on behalf of the Corporation.	
7.11 May 2018 Drinking Water Systems Monthly Summary Report.	70 - 78
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to accept the May 2018 report prior to it being made available to the general public.	
7.12 Geospatial Data Share Agreement with Ontario Provincial Police.	79 - 81
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a geospatial data license agreement with the OPP; that Mayor and Clerk be authorized to execute the agreement and authorizing by-law on behalf of the Corporation; and further that the fees associated be waived.	
7.13 Changes to the O.Reg 239/02 - Minimum Maintenance Standards for the Municipal Highways.	82 - 104
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to receive the report as information.	
7.14 Award of Tender 18-OF-09 - Reconstruction of the Sidewalk Along the 300 Block of Scott Street.	105 - 106
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to 1) Award Tender 18-OF-09 to 1876118 Ontario Limited/Operating as Makkinga Contracting and Equipment Rentals for a total tender price of \$408,434.00 plus applicable taxes and including \$15,000.00 contingency; 2) the shortfall in the budget be funded from either the Corporate Projects Reserve Fund or through the year end surplus; and 3) that Mayor and Clerk be authorized to execute the agreement and authorizing by-law on behalf of the Corporation.	

8. **Operations and Facilities Division:**

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8.1 Verbal Update on Capital Projects	
9. <u>General:</u>	
9.1 Recommendations from Council Remuneration Committee.	107 -
- approval of this report will agree with the recommendation of the Council Remuneration Committee to approve the proposed changes to Council Remuneration.	109
10. <u>Information:</u>	
10.1 Ontario Clean Water Agency - Fort Frances Wastewater Treatment Facility - May 2018 Monthly Report.	110 - 116
10.2 Tonnage at the Landfill Site - Updated June 27, 2018.	117
10.3 Sewer and Water Data for 2018 - Updated June 27, 2018.	118
10.4 Airport Statistics - Updated June 27, 2018.	119 - 120
11. <u>Non-agenda items:</u>	
12. <u>ADJOURNMENT</u>	

To: Mayor & Council

From: Tyler Moffitt, Fire Chief/CEMC

Date: July 3, 2018

Subject: Automatic Aid Agreement: Townships of La Vallee, Emo, & Chapple

Council approved by consent my report dated May 9, 2018 re: Automatic Aid Agreement be approved to agree with the recommendation of the Administration & Finance Executive Committee to proceed with initiating an Automatic Aid Agreement with the Townships of Alberton, La Vallee, Emo and Chapple.

Josh Collings, Fire Chief for the Townships of La Vallee, Emo, and Chapple has informed me that all **three** of the respective Townships are satisfied with the Town of Fort Frances edits to the agreement.

As well, the Townships of La Vallee and Emo have officially approved going forward with the signing of the agreement; the Township of Chapple will be meeting on July 10, 2018.

The Township of Alberton is not in the position to be part of the agreement; we are all moving forward without them.

Pending Councils approval of this report, as well as adopting a By-Law ...Josh Collings and myself are looking forward to the printing of four copies of the agreement and having Mayor Roy Avis initiate the signing.

Attached is the Updated Automatic Aid Agreement.

Respectfully submitted,



Tyler Moffitt
Fire Chief/CEMC
Fort Frances Fire & Rescue Service

Council approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to proceed with the signing of the Updated Automatic Aid Agreement with the Townships La Vallee, Emo, and Chapple as well as adopt a By-Law.

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF CHAPPLE, EMO, LAVALLEE, AND THE TOWN OF FORT FRANCES

THIS AGREEMENT made this day of , 2018.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPPLE,

THE CORPORATION OF THE TOWNSHIP OF EMO,

THE CORPORATION OF THE TOWNSHIP OF LAVALLEE

And The CORPORATION OF THE TOWN OF FORT FRANCES

(herein collectively referred to as the "Parties")

WHEREAS Section 2. (6) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, authorizes a municipality to enter into an automatic aid agreement with other municipalities to provide and/or receive fire protection services;

AND WHEREAS the Townships of Chapple, Emo, La Vallee & The Town of Fort Frances operate fire protection services and manage assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire departments;

AND WHEREAS each of The Townships Chapple, Emo, La Vallee & The Town of Fort Frances are willing and prepared to make available fire protection services to the municipality nearest it via automatic aid and in coverage situations on certain terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants conditions, considerations and payments herein contained, the respective Councils for the Townships of Chapple, Emo, La Vallee & Town of Fort Frances mutually agree as follows:

1. Definitions for the purpose of this Agreement:

- a) **"Designate"** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **"Automatic Aid Agreement Services Fees"** means the current MTO provincial rate per apparatus.
- c) **"Emo Fire & Emergency Service"** means the Township of Emo Fire & Emergency Service, herein referred to as EFES. (District Station #7)
- d) **"Chapple Fire & Emergency Service"** means The Township of Chapple Fire & Emergency Service, herein referred to as CFES. (District Station #5 South and #5 North)

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF CHAPPLE, EMO, LAVALLEE, AND THE TOWN OF FORT FRANCES

- e) **“La Vallee Fire & Emergency Service”** means the Township of La Vallee Fire & Emergency Service, herein referred to as LFES. (District Station #8)
- f) **“Fort Frances Fire & Rescue Service”** means the Town of Fort Frances Fire & Rescue Service, herein referred to as FFRS (District Station #11)
- g) **“Incident Commander”** means the person in command of an incident, also referred to in this Agreement as IC.
- h) **“Fire Protection Services”** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services,
- i) **“Sufficient Resources”** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.
- j) **“Limited Services”** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private road ways, lanes, drives, and access.

2. Automatic Aid:

- a) This agreement is intended to be used on a day to day basis in order to meet the following objectives:
 - (i) Ensuring the provision of equipment and personnel, which are neither practical nor reasonable for each Fire Service to provide due to economic and other conditions inherent to their provision.
 - (ii) Provide The Town of Fort Frances assist coverage for areas that are not hydrant protected, as deemed required by the Incident Commander. In the event of a hydrant system failure the coverage would also be provided to those areas.
 - (iii) Provide the Townships of Chapple, Emo, and La Vallee assist coverage for areas/situations that may require an aerial ladder apparatus, as deemed required by the Incident Commander.

3. Conditions of Response

- a) Each municipality is responsible to its own taxpayers first and, as such, may refuse to supply response if its Fire Service personnel, apparatus, and or equipment are required in its own jurisdiction at the time of an incident, or in the event it deems that another Fire Service cannot provide sufficient coverage to its jurisdiction for the duration of the incident response.

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF CHAPPLE, EMO, LAVALLEE, AND THE TOWN OF FORT FRANCES

- b) In the event an incident occurs in the jurisdiction of the Fire Service that is assisting another, the applicable Commanding Officer or designate may order the release of any or all personnel, apparatus and/or equipment of their Service.
- c) Conditions a and b above will be decided by the assisting Fire Service as per the chain of command.

6. Conditions of Agreement

- a) This Agreement shall remain in force until any of the Parties provides written notice of termination to all other Parties not less than six months prior to the desired date of termination.
- b) This Agreement may be amended in writing by way of an Addendum to this Agreement or may be repealed and replaced with a revised Agreement at any time with the mutual consent of all Parties.
- c) In the event that there may be any dispute between the Parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, such dispute shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O 1990 c. M. 48, and the decision rendered in respect of such proceedings shall be final and binding upon the Parties to this Agreement.
- d) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the Parties hereto shall agree to the selection of a single arbitrator, and failing agreement on the selection of an arbitrator, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.
- e) Cost for an arbitrator will be split even (50% cost sharing arrangement) between parties.

6. Billing Conditions

- a) Billings under this Agreement will be completed on a monthly basis as required.
- b) The Chief Officer or designate shall notify the applicable Town or Township when any billable service has been provided by its Fire Service under this Agreement. The said Town or Township will, in accordance with its billing policies, prepare and submit a bill for all services provided during the month to each Town or Township which received such service.
- c) Billing shall be at the current MTO provincial rate per apparatus.
- d) The Township or Town receiving a bill for services under this Agreement shall remit payment of same upon receipt.

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF CHAPPLE, EMO, LAVALLEE, AND THE TOWN OF FORT FRANCES**7. Legal**

- a) This Agreement shall come into force and effect on the date of passing thereof by the Councils of the Townships of Chapple, Emo, La Vallee, & Town of Fort Frances.
- b) This Agreement shall be reviewed by the Parties at least once every five years.
- c) If for any reason, any section, clause or provision of this Agreement is declared to be inconsistent or is declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof and shall be deemed to be severed by this Agreement.
- d) Due to the reliance of all Parties on volunteer firefighters, the topographic and geographic configuration of the respective jurisdictions, the level of firefighter training in the area on any given day, limited levels of equipment, available resources, and other constraints, the services described in this by-law are provided as “Limited Services” as defined in Section 1 of this Agreement.
- e) The Townships of Chapple, Emo, La Vallee, and the Town of Fort Frances shall not accept, sustain or incur liability for the delay or inability of their respective Fire Services to supply any of the services under this Agreement due to the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered en route, environmental factors and impeded access.
- f) No liability shall attach or accrue to the Townships of Chapple, Emo, La Vallee, and the Town of Fort Frances under this Agreement by reason of any injury or damage sustained by personnel, apparatus, and/or equipment of the Fire Service while engaged in the provision of fire protection services to any area outside of the municipal jurisdictions of the Parties.
- g) That this Agreement may be cited as the “Chapple, Emo, La Vallee & Fort Frances Automatic Aid Agreement”.
- h) This Agreement comes into effect on the day it is passed by the respective Councils of all Parties hereto.

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF CHAPPLE, EMO, LAVALLEE, AND THE TOWN OF FORT FRANCES

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their authorized signatories.

The Corporation of the Township of Chapple

REEVE (seal)

CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Township of Emo

MAYOR (seal)

CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Township of La Vallee

REEVE (seal)

CLERK-TREASURER

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Town of Fort Frances

MAYOR (seal)

CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.

To: Mayor & Council

From: Tyler Moffitt, Fire Chief/CEMC

Date: July 3, 2018

Subject: Automatic Aid Agreement with Couchiching First Nation

The Fort Frances Fire & Rescue Service is a member of the Rainy River District Mutual Aid Association. Mutual Aid is an agreement between participating municipalities in the Rainy River District that have established a fire department by-law.

This association is intended to provide voluntary reciprocal fire protection services to each other if the need arises. Presently, we can request Mutual Aid from Couchiching First Nation Fire Department for extra firefighters and pumper trucks, because we have firefighters and pumper trucks, and vice versa.

However, Couchiching First Nation Fire Department cannot request an aerial ladder truck, which Fort Frances Fire Rescue Service has, because Couchiching First Nation Fire Department does not have one.

Meanwhile, if the Couchiching First Nation Fire Department ever acquires a tanker truck that has the capacity of 1500 Imperial Gallons or greater (it may happen in the next year) ... the Fort Frances Fire Rescue Service could not request one, because we do not have one.

As well, both the Fort Frances Fire Rescue Service and the Couchiching Fire Department have Fire Protection Service Agreements with different facilities/groups situated on Couchiching First Nation and Agency One Land.

If either one of our Fire Services are called upon to respond to a fire at one of these facilities, and additional resources are needed ... Mutual Aid cannot be called because of the Fire Protection Agreements, which are in place with all of these individual facilities/groups.

Going forward, I would like to initiate the signing of an Automatic Aid Agreement with Couchiching First Nation, which will enable Couchiching First Nation Fire Department to request an Aerial Ladder Truck if the need arises and if at the time one can be provided. When the Couchiching First Nation Fire Department acquires a tanker truck that has the capacity of 1500 Imperial Gallons or greater ... it will enable us to request it ... if the need arises and if at the time one can be provided.

As well, it will enable either the Fort Frances Fire Rescue Service and Couchiching First Nation Fire Department the ability to request additional resources such as firefighters and fire apparatus if the need arises, and if at the time either fire service can provide them for fires/incidents at any of the facilities that are under a Fire Protection Agreement.

As well, the agreement will allow either fire service to return to their community at any time should the need arise.

Invoicing will be monthly and will be at the current MTO hourly rate per apparatus.

Attached is a Draft of the Automatic Aid Agreement, which needs to be reviewed, as well as necessary additions and/or changes made. The Fire Chief of Couchiching First Nation Fire Department will also be bringing forward the same recommendation to his respected chief and council.

Respectfully submitted,



Tyler Moffitt
Fire Chief/CEMC
Fort Frances Fire & Rescue Service

Council approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to proceed with initiating the future signing of an Automatic Aid Agreement with Couchiching First Nation.

AUTOMATIC AID AGREEMENT BETWEEN COUCHICHING FIRST NATION, AND THE TOWN OF FORT FRANCES

THIS AGREEMENT made this day of , 2018.

BETWEEN:
COUCHICHING FIRST NATION

And The CORPORATION OF THE TOWN OF FORT FRANCES

(herein collectively referred to as the "Parties")

WHEREAS Section 2. (6) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, authorizes a municipality to enter into an automatic aid agreement with other municipalities to provide and/or receive fire protection services;

AND WHEREAS Couchiching First Nation & The Town of Fort Frances operate fire protection services and manage assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire departments;

AND WHEREAS each of Couchiching First Nation & The Town of Fort Frances are willing and prepared to make available fire protection services to the municipality nearest it via automatic aid and in coverage situations on certain terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants conditions, considerations and payments herein contained, the respective Councils for Couchiching First Nation & Town of Fort Frances mutually agree as follows:

1. Definitions for the purpose of this Agreement:

- a) **"Designate"** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **"Automatic Aid Agreement Services Fees"** means the current MTO provincial rate per apparatus.
- c) **"Couchiching Fire Department"** means the Couchiching First Nation Fire Department, herein referred to as CFD. (District Station #12)
- d) **"Fort Frances Fire & Rescue Service"** means the Town of Fort Frances Fire & Rescue Service, herein referred to as FFRS (District Station #11)
- e) **"Incident Commander"** means the person in command of an incident, also referred to in this Agreement as IC.
- f) **"Fire Protection Services"** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services,
- g) **"Sufficient Resources"** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.

AUTOMATIC AID AGREEMENT BETWEEN COUCHICHING FIRST NATION, AND THE TOWN OF FORT FRANCES

- h) **“Limited Services”** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private road ways, lanes, drives, and access.

2. Automatic Aid:

- a) This agreement is intended to be used on a day to day basis in order to meet the following objectives:
- (i) Ensuring the provision of equipment and personnel, which are neither practical nor reasonable for each Fire Service to provide due to economic and other conditions inherent to their provision.
 - (ii) Provide The Town of Fort Frances assist coverage for areas that are not hydrant protected, as deemed required by the Incident Commander. In the event of a hydrant system failure the coverage would also be provided to those areas.
 - (iii) Provide Couchiching First Nation assist coverage for areas/situations that may require an aerial ladder apparatus, as deemed required by the Incident Commander.
 - (iv) Provide Couchiching First Nation assist coverage for areas under a Fire Protection Agreement that may require additional resources, as deemed required by the Incident Commander.
 - (v) Provide The Town of Fort Frances assist coverage for areas under a Fire Protection Agreement that may require additional resources, as deemed required by the Incident Commander.

3. Conditions of Response

- a) Each community is responsible to its own citizens first and, as such, may refuse to supply response if its Fire Service personnel, apparatus, and or equipment are required in its own jurisdiction at the time of an incident, or in the event it deems that another Fire Service cannot provide sufficient coverage to its jurisdiction for the duration of the incident response.
- b) In the event an incident occurs in the jurisdiction of the Fire Service that is assisting another, the applicable Commanding Officer or designate may order the release of any or all personnel, apparatus and/or equipment of their Service.
- c) Conditions a and b above will be decided by the assisting Fire Service as per the chain of command.

6. Conditions of Agreement

- a) This Agreement shall remain in force until any of the Parties provides written notice of termination to all other Parties not less than six months prior to the desired date of termination.

AUTOMATIC AID AGREEMENT BETWEEN COUCHICHING FIRST NATION, AND THE TOWN OF FORT FRANCES

- b) This Agreement may be amended in writing by way of an Addendum to this Agreement or may be repealed and replaced with a revised Agreement at any time with the mutual consent of all Parties.
- c) In the event that there may be any dispute between the Parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, such dispute shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O 1990 c. M. 48, and the decision rendered in respect of such proceedings shall be final and binding upon the Parties to this Agreement.
- d) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the Parties hereto shall agree to the selection of a single arbitrator, and failing agreement on the selection of an arbitrator, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.
- e) Cost for an arbitrator will be split even (50% cost sharing arrangement) between parties.

6. Billing Conditions

- a) Billings under this Agreement will be completed on a monthly basis as required.
- b) The Chief Officer or designate shall notify the applicable First Nation or Town when any billable service has been provided by its Fire Service under this Agreement. The said Town or Township will, in accordance with its billing policies, prepare and submit a bill for all services provided during the month to each First Nation or Town, which received such service.
- c) Billing shall be at the current MTO provincial rate per apparatus.
- d) The First Nation or Town receiving a bill for services under this Agreement shall remit payment of same upon receipt.

7. Legal

- a) This Agreement shall come into force and effect on the date of passing thereof by the Councils of Couchiching First Nation, & Town of Fort Frances.
- b) This Agreement shall be reviewed by the Parties at least once every five years.
- c) If for any reason, any section, clause or provision of this Agreement is declared to be inconsistent or is declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof and shall be deemed to be severed by this Agreement.

AUTOMATIC AID AGREEMENT BETWEEN COUCHICHING FIRST NATION, AND THE TOWN OF FORT FRANCES

- d) Due to the reliance of all Parties on volunteer firefighters, the topographic and geographic configuration of the respective jurisdictions, the level of firefighter training in the area on any given day, limited levels of equipment, available resources, and other constraints, the services described in this by-law are provided as “Limited Services” as defined in Section 1 of this Agreement.
- e) Couchiching First Nation, and the Town of Fort Frances shall not accept, sustain or incur liability for the delay or inability of their respective Fire Services to supply any of the services under this Agreement due to the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered en route, environmental factors and impeded access.
- f) No liability shall attach or accrue to Couchiching First Nation, and the Town of Fort Frances under this Agreement by reason of any injury or damage sustained by personnel, apparatus, and/or equipment of the Fire Service while engaged in the provision of fire protection services to any area outside of the municipal jurisdictions of the Parties.
- g) That this Agreement may be cited as the “Couchiching & Fort Frances Automatic Aid Agreement”.
- h) This Agreement comes into effect on the day it is passed by the respective Councils of all Parties hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their authorized signatories.

Couchiching First Nation

CHIEF IN COUNCIL

(seal)

CAO/CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Town of Fort Frances

MAYOR

(seal)

CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.

Date: July 3rd, 2018

Report To: Mayor & Council.

From: Patrick Briere, By-Law Enforcement Officer

Re: Rainy Lake Square Parking Meters.

Mayor & Council will recall that at their regular meeting January 8th, 2018 a report from this office was supported to have 6 dedicated parking meters installed at the Rainy Lake Square Parking Stalls that are located at the end of the square along the laneway. The By-Law Enforcement Department along with Operations & Facilities and Treasury have been working with MacKay Meters to get these meters ordered and installed.

With this stated, part of the discussions that have been occurring at the Planning & Development Executive Committee Meetings have been to ensure that residents of Fort Frances were able to have multiple ways to make payment for parking. The meters that have been chosen have the following payment options available: Coin, Credit Card, and Payment through an App, which can be downloaded onto any smartphone.

Therefore, we have been advised that to make these payment options available, the Town is required to have an agreement to handle the credit card transactions. The Treasury Department has completed a review of this and has provided us with a proposed agreement that has been reviewed by the Planning & Development Executive Committee.

The one time sign-up cost for this agreement would be \$300.00. This would be covered by the capital funds that have already been approved by Council. Ongoing monthly charges are estimated to be \$75.00-\$100.00 per month.

During the discussions of the credit card agreement, Administration provided the Planning and Development Executive Committee with options that would assist the Town in recuperating some of the charges associated with the credit card agreement. The Planning and Development Executive Committee is recommending to increase the Parking Meter Rate from \$1.00/hour to \$1.25/hour.

The Planning & Development Executive Committee is recommending that Mayor & Council: 1) approve the report as presented. 2) approve the rate increase to the parking meter fee \$1.25/hour and direct administration to make the appropriate changes to the User Fee Schedule By-Law #55/17 and prepare an amending bylaw

for signing by Mayor & Clerk. 3) direct that Administration enter into an agreement with global payments for credit card services for the parking meters to be located at the Rainy Lake Square.

Respectfully submitted,

Original Signed by

Patrick Briere
By-Law Enforcement Officer

Council approval of this report will:

- 1) approve the report as presented.
- 2) approve the rate increase to the parking meter fee and direct administration to make the appropriate changes to the User Fee Schedule By-Law #55/17 and prepare an amending bylaw for signing by Mayor & Clerk.
- 3) direct that Administration enter into an agreement with global payments for credit card services for the parking meters to be located at the Rainy Lake Square.

Date: July 3rd, 2018

Report To: Mayor & Council.

From: Patrick Briere, By-Law Enforcement Officer

Re: Rainy Lake Square Parking Meters.

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The one time sign-up cost for this agreement would be \$300.00. This would be covered by the capital funds that have already been approved by Council. Ongoing monthly charges are estimated to be \$75.00-\$100.00 per month.

During the discussions of the credit card agreement, Administration provided the Planning and Development Executive Committee with options that would assist the Town in recuperating some of the charges associated with the credit card agreement. The Planning and Development Executive Committee is recommending to increase the Parking Meter Rate from \$1.00/hour to \$1.25/hour.

The Planning & Development Executive Committee is recommending that Mayor & Council: 1) approve the report as presented. 2) approve the rate increase to the parking meter fee \$1.25/hour and direct administration to make the appropriate changes to the User Fee Schedule By-Law #55/17 and prepare an amending bylaw

for signing by Mayor & Clerk. 3) direct that Administration enter into an agreement with global payments for credit card services for the parking meters to be located at the Rainy Lake Square.

Respectfully submitted,

Original Signed by

Patrick Briere
By-Law Enforcement Officer

Council approval of this report will:

- 1) approve the report as presented.
- 2) approve the rate increase to the parking meter fee and direct administration to make the appropriate changes to the User Fee Schedule By-Law #55/17 and prepare an amending bylaw for signing by Mayor & Clerk.
- 3) direct that Administration enter into an agreement with global payments for credit card services for the parking meters to be located at the Rainy Lake Square.

Date: July 5, 2018

Report To: Mayor & Council

From: Tyson Dennis, Chief Building Official/Municipal Planner

Re: **Front and Minnie Residential Development Site Plan Control Agreement and Permit**

Council will recall the approval of selling surplus property at 201 Minnie Avenue. The owner has a proposal for a three and four unit-attached housing development on the property.

The application for Site Plan Control was submitted to the Planning and Development department June 26th, 2018. The building and planning department have been working with Dave Beazley and TBT Engineering on the proposal and Site Plan.

As a condition for Site Plan Control, the Town will collect a letter of credit, cash or cheque to satisfy conditions of this Site Plan Control Agreement. Past practices of the Town of Fort Frances have collected \$5 000.00 per dwelling unit as a holding until development is complete. All legal costs will be covered by the applicant for the completion of the Site Plan Control.

The developer will be applying for permits for both buildings for the 2018 building season. The buildings will be enclosed by mid-December of 2018.

On Tuesday July 3, 2018, the Planning and Development Executive Committee met and went over a report from the Planning Department, laying out the requirements for the Site Plan Control Agreement which has been drafted.

The Draft Site Plan Control Agreement includes the following requirements:

- Requirements of Site Plan layout as submitted to the Planning and Development Department
- Storm water management as submitted by TBT Engineering's Site Plan (attached to report)
- Development of a three unit and a four unit residential dwelling will be constructed in the 2018 building season
- Requirements of the Fort Frances Power Corporation for the installation of 200-amp services to each of the dwellings and the placement of a land transformer, will be completed as per FFPC user agreement.

- All legal and registration costs will be covered the applicant for the 201 Minnie development
- The Town will collect \$5000.00 per dwelling unit as a holding until development is complete. This will be released when the Planning and Development Department of the Town of Fort Frances is satisfied with the work completed on the project and all conditions of the Site Plan Control Agreement are satisfied.

It is the recommendation of the Planning and Development Executive Committee on July 3, 2018, as well as the Administration to issue building permits for the proposed three and four unit dwellings at 201 Minnie Avenue once application for Building Permits are reviewed, and enter into site plan control agreement with the developer which will include the above conditions. The Site Plan Control Agreement will be registered on title, once completed by Administration.

Respectfully submitted,

Original Signed By

Tyson Dennis
Chief Building Official/Municipal Planner

Council approval of this report will: allow the developer at 201 Minnie to be issued building permits for a three and four unit residential development and to enter into a Site Plan Control Agreement with the conditions listed in the report to finalize the Site Plan Agreement with The Town of Fort Frances and further that the Mayor and Clerk be authorized to execute said agreement.

SITE PLAN OF
 LOTS 12,13,&14
 PART OF LOT 11
 PART OF LANE (CLOSED BY BY LAW 1492)
 REGISTERED PLAN SM-129
 TOWN OF FORT FRANCES
 DISTRICT OF RAINY RIVER

0 5 10 15 20m
 SCALE 1 : 200



METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99997937.

BEARINGS

BEARINGS ARE UTM GRID, DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE AND ARE REFERRED TO UTM ZONE 15 NAD83 (CSRS, 2010.0).

LEGEND

- | | |
|--------|-------------------------------------------|
| P1 | DENOTES PLAN 48R-3445 |
| PIN | DENOTES PROPERTY IDENTIFIER NUMBER |
| PB | DENOTES PLASTIC BAR |
| LT | DENOTES LAND TITLES DIVISION |
| R | DENOTES REGISTRY DIVISION |
| IB | DENOTES IRON BAR |
| SIB | DENOTES STANDARD IRON BAR |
| SSIB | DENOTES SHORT STANDARD IRON BAR |
| DHO | DENOTES DEPARTMENT OF HIGHWAYS, ONTARIO |
| OU | DENOTES ORIGIN UNKNOWN |
| WIT | DENOTES WITNESS |
| MEAS | DENOTES MEASURED |
| S | DENOTES SET |
| ORP | DENOTES OBSERVED REFERENCE POINT |
| CSRS | DENOTES CANADIAN SPATIAL REFERENCE SYSTEM |
| P | DENOTES PARKING STALL |
| → | DENOTES DRAINAGE DIRECTION |
| XXXX | DENOTES DESIGN GRADE |
| XXX.XX | DENOTES EXISTING GRADE |
| ⊙ | DENOTES LIGHTING |
| ⊗ | DENOTES CURB STOP |
| ● | DENOTES LIFT STATION |
| ▨ | DENOTES STRAW BALES/ SEDIMENT CONTROL |

BM
 + TOP OF OPERATING NUT
 339.09

CB
 338.04

WV
 338.20

CB
 337.08
 TOP OF WATER
 337.23

CB
 338.12

CB
 338.12



TBT ENGINEERING
 CONSULTING GROUP

TBT SURVEYORS INC. - A WHOLLY OWNED DIVISION OF TBT ENGINEERING LIMITED

1918 YONGE STREET, THUNDER BAY, ON P7E 6T9
 T: (807) 624-5160 F: (807) 624-5161 www.tbte.ca

DRAWN BY: Z.W.

CHECKED BY: PdeH

PROJECT No.: 17-428

DATED: JUNE 29, 2018



REPORT

TO: Mayor Avis and Council

FROM: Jason Kabel, Community Services Division Manager

DATE: June 29, 2018

RE: **Community Museum Operating Grant (CMOG) 2018**

Preamble

In 2017 the Fort Frances Museum was again the beneficiary of the annual Grants Ontario program, Community Museum Operating Grant (CMOG) in the amount of \$21,519.00 that is determined by financial data from the previous year operations. Similarly, the application for 2018 is based upon financial information from 2017 and goals & requirements for 2018. As such, the Museum will apply for the maximum benefit allowable based upon the following metrics:

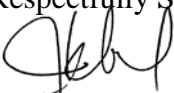
- operating hours, operating days, days per month for at least 8 months – 20 days/month minimum, number of full time paid positions supported, number of volunteers, volunteer hours, paying & non-paying visitors, school groups, student attendees, memberships (individual & family), website visits, and social media followers

Please find the annual Community Museum Operating Grant (CMOG) attached from the Ministry of Tourism, Culture, and Sport for our 2018 annual operating grant.

Recommendation

The Community Services Executive Committee recommends to Mayor and Council to authorize the submission of the 2018 Community Museum Operating Grant to the Ministry of Tourism, Culture, and Sport by Museum Curator, Sherry George and also to authorize appropriate execution of the grant application on behalf of the Town.

Respectfully Submitted,



Jason Kabel

Council approval of this report will authorize the submission of the 2018 Community Museum Operating Grant (CMOG) to the Ministry of Tourism, Culture, and Sport with appropriate execution.

Instructions

This section provides information on how to complete and submit your application. Users of this application may also hover their cursor over any heading to learn more about the requirements.

How To Complete The Application

Before filling out the application read the entire CMOG Program and Application Guidelines 2018-19. It may be useful to print a copy of the Program Application guidelines to refer to while completing the application. Specific information regarding application questions and attachments are detailed in the guidelines.

Information about eligible organizations and expenses are detailed in the Program Application guidelines.

Some fields in your application will already have the information you supplied during enrolment or from previous applications.

Provide reasons and supporting data where applicable to support your application. Demonstrate how your organization addresses the grant program priorities.

Prepare necessary support materials. Ensure you have all of the necessary support materials electronically (either scanned, pdf or attachment). The mandatory documents required are noted in the Program Application guidelines.

Note that Ministry consideration of an application does not guarantee funding. Applications will be assessed on the basis of the information provided by the applicant within the completed application forms and for their ability to achieve the objectives of the program.

The Ministry cannot guarantee funding to all applicants, nor can the ministry ensure that the total amount requested by successful applicants will be granted. The ministry reserves the right, in its sole discretion, to fund or not fund any particular project or program for which an application is submitted. The decision to fund all or part on an applicant request will depend on its fit to the program priorities, assessment criteria and the overall demand of funds in the program.

Attachment, Requirements Checklist

- Annual General Minutes (AGM)
- Annual Report or Activity Report 2017
- CMOG Standards for Museums for 2018-19
- Certificate of Insurance
- Financial Documents 2017
- Other
- Pay Equity - If Applicable
- Policies – new or updated
- Revenue and Expenses Form 2017

Grant Case # 2018-05-1-819898697

Section A - Organization Information

This section displays general information about your organization submitted during the Grants Ontario enrolment process. To make a change to this information, please submit an Assistance Request through the Grants Ontario System. Once the change has been made, all future reports will include the updated information.

1. Organization Name: Fort Frances Museum and Cultural Centre		2. Organization Legal Name: Fort Frances Museum & Cultural Centre	
3. Web Site URL: www.fort-frances.com/museum			
4. Type of Legal Entity: Municipality	5. Year Established: 1978	6. Date Incorporated: 06/19/2012	
7. Corporation Registration Number:	8. Date of last AGM:	9. Date of Next AGM:	
10. Organization Mandate:			

Grant Case # 2018-05-1-819898697

Section B - Organization Address Information

This section displays address information about your organization submitted during the Grants Ontario enrolment process. To make a change to this information, please submit an Assistance Request through the Grants Ontario System. Once the change has been made, all future applications will include the updated information.

Primary Address:

1. Street address 1: 259 Scott Street		
2. Street address 2: 		
3. City: Fort Frances	4. Province: Ontario	5. Postal Code P9A1G8

Mailing Address:

6. Street address 1: 259 Scott Street		
7. Street address 2: 		
8. City: Fort Frances	9. Province: Ontario	10. Postal Code P9A1G8

Section C - Organization Contact Information

Information about key people in the organization, including whether they have signing authority or not. Note that only the first group of contact fields are mandatory. All other types of contacts are optional.

Organization Contact

General contact for the organization. The person who should receive general information from the Ministry including notification of grant opportunities, deadlines and news releases.

1. * Salutation: Mrs.	2. * First Name: Sherry	3. * Last Name: George	4. * Title: Curator
5. * Phone Number (Work): 8072747891		6. Phone Number (Mobile):	7. * Email Address: sgeorge@fortfrances.ca

☐ 8. Signing Authority (Does this person have signing authority for your organization?)

Grant Case # 2018-05-1-819898697

Most Senior Official

This is the most senior elected or appointed official with whom a Minister of the Crown would correspond with (i.e. Mayor, Board Chair, Reeve, Chief, CEO)

9. Salutation: Mr.	10. First Name: Roy	11. Last Name: Avis	12. Title: Mayor
13. Phone Number (Work): 8072745323		14. Phone Number (Mobile):	15. Email Address: ravis@fortfrances.ca

☐ 16. Signing Authority (Does this person have signing authority for your organization?)

Other Senior Staff

This is the most senior member of the organization aside from the person listed as Most Senior Official (i.e. CEO, Executive Director).

17. Salutation: Mr.	18. First Name: Doug	19. Last Name: Brown	20. Title: Town of Fort Frances CAO
21. Phone Number (Work): 8072745323		22. Phone Number (Mobile):	23. Email Address: dbrown@fortfrances.ca

☐ 24. Signing Authority (Does this person have signing authority for your organization?)

Other Contact 1

Any other person with whom the Ministry might wish to contact or additional signing authorities e.g. Treasurer, CFO or Vice Chair

25. Salutation: Ms.	26. First Name: Laurie	27. Last Name: Lindberg	28. Title: Treasurer
29. Phone Number (Work): 8072745323		30. Phone Number (Mobile):	31. Email Address: llindberg@fortfrances.ca

☒ Signing Authority (Does this person have signing authority for your organization?)

Other Contact 2

Any other person with whom the Ministry might wish to contact or additional signing authorities e.g. Treasurer, CFO or Vice Chair

33. Salutation: Ms.	34. First Name: Lisa	35. Last Name: Slomke	36. Title: Town Clerk
37. Phone Number (Work): 8072745323		38. Phone Number (Mobile):	39. Email Address: lslomke@fortfrances.ca

☐ 40. Signing Authority (Does this person have signing authority for your organization?)

Grant Case # 2018-05-1-819898697

Section E - Grant Payment Information

Should your application be successful, this information will be used to make payments.

Payment Address:

Please select your organization's payment address from the drop-down list below. Once selected, the payment address fields below will be populated with the information related to the selected address. If your organization's payment address does not appear in the drop-down list, please complete the fields below manually.

1. Payment Organization: TOWN OF FORT FRANCES | 320 PORTAGE AVE

2. * Payment Organization Name (maximum 100 characters)

TOWN OF FORT FRANCES

3. * Street Address 1:

320 PORTAGE AVE

4. Street Address 2:

5. * City:

FORT FRANCES

6. * Province:

Ontario

7. * Postal Code

P9A 3P9

Payment Contact:

Individual who should be contacted for clarifications about banking information or financial matters

8. * Salutation: Ms.	9. * First Name: Laurie	10. * Last Name: Lindberg	11. * Title: Treasurer
12. * Phone Number (Work): 807 274-5323		13. Phone Number (Mobile):	14. Fax Number: 807 274-8479
15. * Email Address: llindberg@fortfrances.ca			

16. * Method Of Payment
Electronic Fund Transfer

Grant Case # 2018-05-1-819898697

Section F - Application Contact information

This is the person who will be the sole contact responsible for all communication with the Ministry in regard to this application.

1. * Salutation: Ms.	2. * First Name: Sherry	3. * Last Name: George	4. * Title: Curator
5. * Phone Number (Work): 807 274-7891		6. Phone Number (Mobile):	7. Fax Number: 807 274-4103
8. * Email Address: sgeorge@fortfrances.ca			

Section G2 - Additional Questions

1. Did your organization have a new curator in 2017? If "yes", please provide a brief biography. If this position is referred to by another title you must specify. Length of employment and educational/professional qualifications to be included. (maximum 4,900 characters)

No.

2. Provide the names of Board Members in 2017, including their position and the number of years each has served on the board. (maximum 4,900 characters)

Fort Frances Museum Advisory Committee:
Debbie Ballard, Fort Frances resident, 7th year, chair
Robert Schulz, Fort Frances resident, 7th year
Mary Hickling, Fort Frances resident, 5th year
Caren Fagerdahl, Fort Frances resident, 3rd year
Nell Laur, Fort Frances resident, 1st year

3. Provide the number of times the Board met in 2017, including its AGM. (maximum 4,900 characters)

met 10 times: Jan 17, Mar 21, Apr 18, May 16, June 20, July 18, Aug 15, Sept 19, Oct 17, Nov 21.
The Advisory Committee does not hold an AGM. The new town budget (including museum) is approved by council in late April/early May, which is generally the same time that the Museum prepares CMOG, along with accompanying reports... the Activity Report on the prior year being one of them. The new budget and the Report are presented to the committee at the same time, generally May. In 2017, with the completion of our new strat plan, we held a reception for our membership, council and upper management where we rolled out various initiatives, as announced in our Advisory Committee meeting minutes of May 16/17.

4. Does your organization have the required insurance coverage as outlined in Section 11.1 of the application legal terms and conditions? YES or NO (maximum 4,900 characters)

yes

Grant Case # 2018-05-1-819898697

Section I - Performance Measures

There are set performance measures for all projects in this grant category. The target number or "Goal" is all that is required. In addition your project may have specific performance measures, these may be added to the blank areas of the chart.

Ministry Provided Performance Metrics					
		1. Metric	2. Description	3. * Goal	
	1	Staff - Full-Time	Enter number of paid positions full-time and part-time including contract or temporary positions in 2017. Number of full time employees (FTE = 30hrs+/week).	2	
	2	Staff - Part-Time	Number of part time employees in 2017, including contract or temporary employees.	5	
	3	Operating Hours - Seasonal	This is the number of operating hours for Seasonal museums only (360 hours minimum).	0	
	4	Operating Days - Seasonal	This is the number of operating days for Seasonal museums only (60 days minimum).	0	
	5	Operating Hours - Year Round	This is the number of operating hours for Year Round museums only (1060 hours minimum).	1,648	
	6	Operating Days - Year Round	This is the number of operating days for Year Round museums only (180 days minimum).	281	
	7	Volunteers	Number of volunteers in 2017.	78	
	8	Volunteer Hours	Number of volunteer hours in 2017.	2,809	
	9	Visitors	Total Number of visitors in 2017(paying, non-paying, public programs and students)	6,511	
	10	Visitors -Schools Groups	Number of school groups in 2017.	14	
	11	Visitors Schools Students Only	Number of students in 2017.	120	
	12	Visitors - Public Programs Only	Number of Visitors attended to public museum programs in 2017.	791	
	13	Website Visitors	Number of website visits in 2017.	5,752	
	14	Social Media Followers	Number of social media followers (Facebook, Twitter, etc.)	612	
	15	Programs and Activities – French	Number of programs and/or activities conducted in French in 2017.	0	
	16	Programs and Activities – Indigenous	Number of programs and/or activities conducted 2017 about First Nations, Metis, and Inuit history and heritage.	15	
	17	Programs and Activities – Ontario150	Number of programs and/or activities in response to 150th anniversary of Confederation in 2017.	5	

4. Comments (maximum 4,900 characters)

Grant Case # 2018-05-1-819898697

Client Provided Performance Metrics					
		1. Metric	2. Description	3. Goal	
X	1				+
4. Comments (maximum 4,900 characters)					

Section Y - Terms & Conditions

The Community Museum Operating Grant Program grants awarded by the Province are governed by an agreement between the Applicant and the Province. The general terms and conditions of this Agreement are contained in this Application Form. By signing this Application Form and submitting it to the Province, the Applicant is agreeing to be bound by these particular terms and conditions, if the Province awards the Applicant a grant.

The Province may also include other terms and conditions in the Agreement. These additional terms and conditions will be contained in the Approval Letter or Subsequent Correspondence that the Province will send to the Applicant for signature. If the Applicant agrees to the additional terms and conditions, the Applicant must sign a copy of the correspondence and return the correspondence to the Province.

Please note that the Province will not provide any grant funds to the Applicant unless:

- (a) the Minister approves the funding; and
- (b) the Applicant agrees to be bound by all of the terms and conditions of the Agreement (including those contained in the Approval Letter or Subsequent Correspondence).

All grant applications submitted to the Province are subject to the Freedom of Information and Protection of Privacy Act (the "Act"). The Act provides every person with a right of access to information in the custody or under the control of the Province, subject to a limited set of exemptions.

The Applicant is advised that the names and addresses of applicants and recipients, the amount of grant awards, and the purpose for which grants are awarded is information the Province makes available to the public, including posting grant awards on the Province's website. Copies of the Act are available from Publications Ontario at 777 Bay Street, Toronto ON, M5G 2C8, telephone 416-585-7485 or 1-800-668-9938. The Act is also accessible online at: <http://www.e-laws.gov.on.ca/index.html>.

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation

of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Activities" means the operation of a Museum in accordance with the Regulation, including completing the objectives and achieving the outcomes described in the Regulation.

"Agreement" means the Regulation, the Application Guidelines, the Application Form including these general terms and conditions, the Approval Letter, and any additional terms and conditions which may be imposed by the Province in Subsequent Correspondence.

"Applicant" means the non-profit corporation, council of a municipality, public library board, conservation authority, or council of an Indian Band (as defined in the *Indian Act* (Canada) that operates a Museum and is eligible for a grant under the Application Guidelines and Regulation and that has submitted the Application Form to the Province for Funds under the Program.

"Application Form" means the Grants Ontario Application Form including all required supporting documentation, submitted by the Applicant for funding under the Program, and includes all information contained therein.

"Application Guidelines" means the Community Museum Operating Grant Program and Application Guidelines.

"Approval Letter" means the letter from the Province to the Applicant announcing the award of a grant to the Applicant under the Program.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario).

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

"Effective Date" means the date of the April 1, 2018.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Expiration Date" means the date of the March 31, 2019.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

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

"Maximum Funds" means the maximum dollar amount of the grant as stated in the Approval Letter.

"Museum" means the institution operated by the Applicant and defined in section 1 of the Regulation.

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"OHA" means the *Ontario Heritage Act*, R.S.O. 1990, c. 0.18, as amended.

"Party" means either the Province or the Recipient.

"Pay Equity Funding" means the funds given by the Province to the Recipient to assist the Recipient in meeting its obligations under the *Pay Equity Act*, R.S.O. 1990, c. P.7.

"Political Activity" means a political activity that is not a permitted ancillary non-partisan political activity of a registered charity under the *Income Tax Act* (Canada), including without limitation the support of, or opposition to, a political party or a candidate for public office.

"Program" means the Community Museum Operating Grant Program.

"Province" means Her Majesty the Queen in right of Ontario as represented by the Ministry of Tourism, Culture and Sport.

"PSSDA" means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

"Recipient" means the Applicant who has been awarded a grant under the Program and which has agreed to be bound by these general terms and conditions.

"Regulation" means *Ontario Heritage Act*, R.R.O. 1990, Regulation 877, Grants for Museums.

"Reports" means the reports described in Article 7.0.

"Subsequent Correspondence" means any correspondence relating to the Funds and/or the Activities that the Province sends to the Recipient subsequent to the Approval Letter.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Activities;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Activities, the Funds or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement; and
- (e) any Pay Equity Funding (if applicable) has been and shall be used solely for the purposes of fulfilling the Recipient's obligations under the *Pay Equity Act*.

2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to conduct the Activities successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Activities, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all reports required pursuant to Article 7.0; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to

ensure that the Recipient carries out its obligations under the Agreement.

2.4 Supporting Documentation. Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 12.0, Article 13.0 or Article 14.0.

4.0 FUNDS AND CARRYING OUT THE ACTIVITIES

4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Activities;
- (b) provide the Funds to the Recipient in a single lump sum payment at a time to be determined by the Province;
and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2;
- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds; or
 - (ii) terminate the Agreement pursuant to section 13.1.

4.3 Use of Funds and Activities. The Recipient will:

- (a) carry out the Activities and use the Funds in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Activities; and
- (c) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party,

including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Activities and the Province is not responsible for carrying out the Activities.

4.5 No Changes. The Recipient will not make any changes to the Activities without the prior written consent of the Province.

4.6 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 Interest. If the Recipient earns any interest on the Funds, the Province may demand from the Recipient the repayment of an amount equal to the interest.

4.8 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.9 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 Funding, Not Procurement. For greater clarity, the Recipient acknowledges that:

(a) it is receiving funding from the Province for the Activities and is not providing goods or services to the Province; and

(b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

(a) do so through a process that promotes the best value for money; and

(b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

6.0 CONFLICT OF INTEREST

6.1 No Conflict of Interest. The Recipient will carry out the Activities and use the Funds without an actual, potential or

perceived conflict of interest.

6.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Activities, the use of the Funds, or both.

6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province the following reports with timelines and content requirements to be specified by the Province:
 - (i) a financial (revenue and expense) report for the Recipient's previous calendar year;
 - (ii) a pay equity form for the Recipient's previous calendar year, where applicable; and
 - (iii) a report on the Recipient's Activities (which would include its annual report) from the previous calendar year;
- (b) submit to the Province one of the following reports or sets of reports in accordance with the timelines and content requirements specified by the Province and depending on the Recipient institution as follows:
 - (i) an audited financial statement from the Recipient's the previous calendar year, if the Recipient is a not-for-profit organization with annual operational expenses of over \$100,000;
 - (ii) a review engagement report from the Recipient's previous calendar year, if the Recipient is a not-for-profit organization with annual operational expenses in the previous calendar year of under \$100,000;
 - (iii) a separate audit for the Museum from the previous calendar year or a consolidated statement accompanied by actual figures from the previous calendar year, if the Recipient is a conservation authority or the council of an Indian Band (as defined in the *Indian Act* (Canada)); or
 - (iv) actuals for the Museum and a municipal audit from the Recipient for the previous calendar year or a copy of the Recipient's Financial Information Return, as reported to the Ministry of Municipal Affairs and Housing, from the previous calendar year, if the Recipient is the council of a municipality;

(c) submit to the Province any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

(d) ensure that the reports are completed to the satisfaction of the Province; and

(e) ensure that the reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient will keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Activities in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Activities.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Activities and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section 7.2;

(b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and

(c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Activities, or both.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

8.1 Acknowledge Support. The Recipient may acknowledge the support of the Province in the following manner:

(a) by displaying:

(i) the following words: "The support of the Government of Ontario, through the Ministry of Tourism, Culture and Sport, is acknowledged", (the "Acknowledgement"); and

(ii) the Province of Ontario Trillium logo (the "Ontario Logo"), word mark (the "Ontario Word Mark"),

(b) by displaying the Ontario Logo or Ontario Word Mark, as the case may be, in colour wherever and whenever it is financially feasible to do so; and

(c) by displaying the Acknowledgement and the Ontario Logo or Ontario Word Mark, as the case may be, prominently.

8.2 Publicity. The Recipient will not make any public announcement, news release, advertisement or engage in any other form of publicity regarding the Funds received from the Province without the prior consent of the Province.

9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

9.1 FIPPA. The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Activities or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

10.0 INDEMNITY

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

10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

10.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

10.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

11.0 INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out activities similar to the Activities would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

11.2 Proof of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

12.0 TERMINATION ON NOTICE

12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 12.1, the Province may demand the repayment of any Funds remaining in the possession or under the control of the Recipient.

13.0 TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in section 4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

13.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 13.1, the Province may demand the repayment of any Funds remaining in the possession or under the control of the Recipient.

14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

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

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(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Activities;

(ii) use or spend Funds; or

(iii) provide one or more of the reports pursuant to sections 7.1(a) and 7.1(b), or such other reports as may have been requested pursuant to section 7.1(c);

(b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;

(d) the Recipient ceases to operate; or

(e) the Recipient uses or spends Funds for Political Activity.

14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Activities;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(f) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(g) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and

(h) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

14.3 Opportunity to Remedy. If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

14.4 Recipient not Remedying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g) and (h).

14.5 When Termination Effective. Termination under this Article will take effect as set out in the Notice.

15.0 FUNDS UPON EXPIRY

15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

16.0 REPAYMENT

16.1 Repayment of Overpayment. If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may demand that the Recipient pay an amount equal to the excess Funds to the Province.

16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province .

16.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

17.0 NOTICE

17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Tourism, Culture and Sport
Culture Division
401 Bay Street, Suite 1700
Toronto, ON
M7A 0A7
Attention: Community Museum Operating Grant

To the Recipient:

The Recipient's mailing address, email address and fax number are set out in the Application Form, or as the Recipient later designates to the Province by Notice.

17.2 Notice Given. Notice will be deemed to have been given:

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

17.3 Postal Disruption. Despite section 17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

19.0 SEVERABILITY OF PROVISIONS

19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

20.0 WAIVER

20.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 17.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

21.0 INDEPENDENT PARTIES

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

22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

22.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

22.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

23.0 GOVERNING LAW

23.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

24.0 FURTHER ASSURANCES

24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

25.0 JOINT AND SEVERAL LIABILITY

25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

26.0 RIGHTS AND REMEDIES CUMULATIVE

26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

27.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

27.1 Recipient Acknowledges. The Recipient:

- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

28.1 Other Agreements. If the Recipient:

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

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

29.0 SURVIVAL

29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(c), 4.7, section 7.1 (to the extent that the Recipient has not provided the reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 10.0, section 12.2, section 13.2, sections 14.1, 14.2(d), (e), (f) and (g), Article 15.0, Article 16.0, Article 17.0, Article 19.0, section 22.2, Article 23.0, Article 25.0, Article 26.0, Article 27.0, Article 28.0, and Article 29.0.

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Section Z - Declaration / Signing

Applicants are expected to comply with the *Ontario Human Rights Code* (the “Code”) and all other applicable laws (<http://www.ohrc.on.ca/en/ontario-human-rights-code>). Failure to comply with the letter and spirit of the Code will render the applicant ineligible for a grant and, in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry.

Applicants should be aware that Government of Ontario institutions are bound by the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31* (<http://www.ipc.on.ca/index.asp?navid=73>), as amended from time to time, and that any information provided to them in connection with this application may be subject to disclosure in accordance with that Act. Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information made available to the public.

Declaration

The Applicant hereby certifies as follows:

- (a) the information provided in this application is true, correct and complete in every respect;
- (b) the Applicant understands any funding commitment will be provided by way of an approval letter signed by the responsible Minister and will be subject to any conditions included in such a letter. Conditions of funding may include the requirement for a funding agreement obligating the funding recipient to report on how the funding was spent and other accountability requirements;
- (c) the Applicant has read and understands the information contained in the Application Form;
- (d) the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- (e) the applicant understands that it is expected to comply with the *Ontario Human Rights Code* and all other applicable laws;
- (f) the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the grant is subject to disclosure under the *Freedom of Information and Protection of Privacy Act*;
- (g) the Applicant is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Government of Ontario;
- (h) I am an authorized signing officer for the Applicant.

Ms. Laurie Lindberg
Treasurer
(w): 8072745323
(c):
E-mail: llindberg@fortfrances.ca

Signature_____
Date/Time Field

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Additional Signing Authority:

Salutation:	First Name:	Last Name:	Title:
Phone Number (Work):	Phone Number (Mobile):	Email Address:	

Signature_____
Date/Time Field



REPORT

TO: Mayor Avis & Council

FROM: Jason Kabel, Community Services Division Manager

DATE: June 28, 2018

RE: Student Wages – Community Services Division

Preamble

In November 2017, Council approved the following student wage schedule:

<u>Student Position</u>	<u>Existing Wage Rate</u>	<u>Proposed New Rate 2018</u>
1. Student Arena Attendant	Minimum wage +\$0.50/hour = \$11.90/hour Year 1 = \$12.40/hour Year 2 = \$12.90/hour Year 3	Student Minimum wage +\$0.25/hour = \$13.40/hour No progression in 2 nd or 3 rd year
2. Summer Program Leader & Student Library/Museum/Marina Attendant	Minimum wage +\$1.00/hour = \$12.40/hour Year 1 = \$12.90/hour Year 2 = \$13.40/hour Year 3	Student Minimum wage +\$0.75/hour = \$13.90/hour No progression in 2 nd or 3 rd year
3. Lifeguard - Bronze Cross certified	Minimum wage +\$1.35/hour = \$12.75/hour Year 1 = \$13.25/hour Year 2 = \$13.40/hour Year 3	Student Minimum wage +\$1.10/hour = \$14.25/hour No progression in 2 nd or 3 rd year
4. Lifeguard - NLS certified	Minimum wage +\$2.60/hour = \$14.00/hour Year 1 = \$14.50/hour Year 2 = \$15.00/hour Year 3	DELETE RATE no longer needed * see below (+\$2.35/hour= \$15.50/hour)
5. Lifeguard – Instructor	Minimum wage +\$3.20/hour = \$14.60/hour Year 1 = \$15.10/hour Year 2 = \$15.60/hour Year 3	DELETE RATE no longer needed * see below (+\$2.95/hour= \$16.10/hour)
6. Lifeguard - Instructor, NLS certified	Minimum wage +\$3.30/hour = \$14.70/hour Year 1 = \$15.20/hour Year 2 = \$15.70/hour Year 3	Student Minimum wage +\$3.05/hour = \$16.20/hour No progression in 2 nd or 3 rd year
7. Lifeguard - Senior Guard	Minimum wage +\$3.90/hour = \$15.30/hour Year 1 = \$15.80/hour Year 2 = \$16.30/hour Year 3	Student Minimum wage +\$3.65/hour = \$16.80/hour No progression in 2 nd or 3 rd year

The impetus to the student wage schedule change was the passing of Bill 148, Fairer Workplaces, Better Jobs Act, 2017 that increased minimum wage rates on January 1, 2018.

The Community Services Division has been exposed to the situation where a ‘student’ turns 18 years of age when they are placed at level 1 or 2 on the student grid and earning \$13.40/hr or \$13.90/hr that falls short of the minimum wage rate of \$14.00 for an ‘adult’.


1. Student Arena Attendant	Minimum wage +\$0.50/hour = \$11.90/hour Year 1 = \$12.40/hour Year 2 = \$12.90/hour Year 3	Student Minimum wage +\$0.25/hour = \$13.40/hour No progression in 2nd or 3rd year
2. Summer Program Leader & Student Library/Museum/Marina Attendant	Minimum wage +\$1.00/hour = \$12.40/hour Year 1 = \$12.90/hour Year 2 = \$13.40/hour Year 3	Student Minimum wage +\$0.75/hour = \$13.90/hour No progression in 2 nd or 3 rd year

To be in accordance with the Employment Standards Act (ESA) 2018 minimum wage rate, it will be necessary to compensate the 18 year old employees holding a ‘student’ position with an additional \$0.10/hr (#2 above - \$13.90) or \$0.60/hr (#1 above - \$13.40) to bring them to the \$14.00/hr threshold for an adult employee.

Recommendation

The Community Services Executive Committee recommends to Mayor and Council to sanction increasing the wage rate of a ‘student’ employee when they reach the age of 18 years old to \$14.00/hr to align with the employment standards act.

Respectfully Submitted,



Jason Kabel

Council approval of this report will sanction increasing the wage rate of a ‘student’ employee when they reach the age of 18 years old to \$14.00/hr to align with the employment standards act.



REPORT

TO: Mayor Avis and Council

FROM: Jason Kabel, Community Services Division Manager

DATE: June 29, 2018

RE: **Memorial Sports Centre Hotel Guest Passes**

For many years the Memorial Sports Centre has honoured guest passes issued by local hotels to utilise the fitness facility. The rate that was charged back to the hotels was never recognized in the user fee schedule at the rate of \$4.00 per visit currently being charged.


As a result of not being included in the user fee schedule, this amount has not kept pace with the current daily attendance rate (Adult - \$7.20 resident, \$9.05 non-resident; Student - \$5.60 res, \$6.95 non-res; Senior \$5.55 res, \$6.90 non-res).

There is currently only one hotel offering guest passes to their patrons and the usage is nominal, 23 being redeemed in the first half of 2018.

Recommendation

The Community Services Executive Committee recommends to Mayor and Council to endorse the hotel guest pass program at a rate equivalent to the Adult resident rate in the user fee schedule and will henceforth respect annual changes approved by Council.

Respectfully Submitted,



Jason Kabel

Council approval of this report will endorse the hotel guest pass program at a rate equivalent to the Adult resident rate in the user fee schedule and will henceforth respect annual changes approved by Council.



REPORT

TO: Mayor Avis and Council

FROM: Jason Kabel, Community Services Division Manager

DATE: June 29, 2018

RE: **Sorting Gap Marina use of Resolute Woodyard for overflow parking**

The Town of Fort Frances Senior Management Team has had discussions recently regarding the increased boat traffic at the Sorting Gap Marina this summer. There is a record number of patrons in 2018 who have purchased boat slips at the Marina and many others launching daily or for the weekend. So many in fact that adequate parking for trucks and trailers has become a concern.

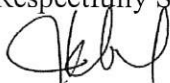
With the apparent parking congestion being experienced, the Senior Management Team thought it prudent to reach out to Resolute Forest Products to determine if the Shevlin Woodyard may be an option for overflow parking during peak parking demand times.

In communication with the local Resolute representative, it was determined that the Shevlin Woodyard could serve as overflow parking for Sorting Gap patrons as necessary with the signage of the attached indemnity agreement by the Town.

Recommendation

The Community Services Executive Committee recommends to Mayor and Council to endorse the indemnity agreement with Resolute Forest Products for the Sorting Gap Marina to use the Shevlin Woodyard as overflow parking for boats & trailers during peak demand times.

Respectfully Submitted,



Jason Kabel

Council approval of this report will endorse the indemnity agreement with Resolute Forest Products for the Sorting Gap Marina to use the Shevlin Woodyard as overflow parking for boats & trailers during peak demand times with appropriate execution by Mayor and Clerk.

From: Craig.Miller@resolutefp.com
To: [Jason Kabel](#)
Subject: Indemnity Agreement_Town of Fort Frances.docx
Date: Wednesday, June 27, 2018 12:09:11 PM
Attachments: [Indemnity Agreement_Town of Fort Frances.docx](#)

Jason.

This is the indemnity that we talked about. I just received it this morning from Resolute Legal. Please execute ASAP and return and we can get you access to Shevlin Yard.

Craig.

PS. July 6th is my final day with Resolute. .

Sent from my iPhone

INDEMNITY AGREEMENT (the "Agreement")

WHEREAS the TOWN OF FORT FRANCES (the "**User**") wishes to use the Sorting Gap Woodyard owned by RESOLUTE FP CANADA INC. ("**Resolute**"), in Fort Frances (the "**Property**") for the purposes of having overflow parking for the User's vehicles and boat trailers.

WHEREAS Resolute does not object to granting permission to the User and its employees, members, volunteers, guests, agents, representatives and subcontractors (the "**Representatives**") to have access to the Property provided that security measures and an appropriate indemnity is agreed upon with regard to the User's and its Representatives' activities on the Property;

CONSIDERING THE AFOREMENTIONED, THE USER AGREES TO THE FOLLOWING:

1. The term of this Agreement shall commence on the date of its execution and terminate on October 1, 2018.
2. The User shall access the Property only for the purposes mentioned herein and as directed by Resolute's Representatives. The User's Representatives having access to the Property shall comply with Resolute's safety procedures and guidelines.
3. The User shall respect applicable laws and regulations and shall obtain, if applicable, permits, licenses or other authorizations required in connection with the activities mentioned herein.
4. The User further acknowledges that Resolute makes no representations as to the fitness of the Property for the purposes of the activities mentioned herein and agrees that it shall not move or otherwise interfere with the equipment located in or on the Property.
5. Upon the expiry of this Agreement, the User shall return the Property in a clean, neat and environmentally sound condition, as received.
6. The User undertakes to pay for any environmental site assessments or environmental remediation work that may be requested by Resolute, or required pursuant to applicable law, further to any discharge, leakage, spillage, emission of pollution or contaminants of any type resulting from its activities on the Property.
7. The User shall maintain in full force and effect, at its expense, sufficient insurance coverage to carry on the activities contemplated herein on the Property. Said insurance coverage will include, without limitation, commercial general liability insurance against claims for damages resulting from, but not limited to, bodily injury, personal injury or material damages to third parties, with a minimum limit of \$2,000,000 per occurrence, naming Resolute as additional insured; such insurance must be primary coverage.
8. The User shall provide Resolute with certificates of insurance evidencing the required coverage before the commencement of this Agreement and immediately upon renewal of any required policies under this Agreement. Each certificate of insurance shall contain a provision to the effect that the insurance policies cannot be cancelled or coverage materially changed without at least thirty (30) days prior notice by registered mail to Resolute at the following address: Resolute Forest Products, 111 Robert-Bourassa Blvd., Suite 5000, Montreal, Quebec H3C 2M1 Canada, Attention: Analyst, Risk Management.
9. The User waives and shall cause its insurers to waive its rights of subrogation against Resolute.
10. The User will be responsible for all damages that it causes, as well as for all damages caused by its Representatives or any other person that may use the Property in the course of or in the exercise

of the User's rights granted by the present Agreement, including damages resulting from a failure to comply with a covenant contained in the present Agreement.

11. The User agrees to indemnify, protect and hold Resolute harmless against all actions, claims, demands, lawsuits and any other proceedings instituted by any persons as a result of damages caused in connection with the User's activities on the Property.
12. The User understands and agrees that Resolute maintains certain industrial operations on the Property. Therefore, the User will use its best efforts to prevent its Representatives or any other person that may use the Property in the pursuit of the User's activities, from trespassing into Resolute's Fort Frances mill site located on the Property.
13. Resolute reserves the right to revoke the User's permission herein granted to access the Property should the User be in breach of this Agreement or should the Property be required by Resolute in the context of its operations. No compensation will be paid to the User upon revocation of access to the Property.
14. Resolute will not be held responsible for any loss of enjoyment of the Property by the User as a result of certain odours, noises or dust that may emanate from the Fort Frances mill.
15. The permission herein granted by Resolute does not confer to the User any permanent right of passage or easement on the land, nor does it confer any other permanent right in the land whatsoever.
16. This Agreement will be governed by and construed in accordance with the laws in effect in the Province of Ontario, without giving effect in any case to the conflict of laws rules of the applicable jurisdiction.

(Signature page follows)

IN CONSIDERATION OF THE FOREGOING, the TOWN OF FORT FRANCES signed this indemnity in Fort Frances on the ____ day of ____, 2018.

TOWN OF FORT FRANCES

By: _____

Name: _____

Title: _____

I/WE HAVE THE AUTHORITY TO BIND THE
CORPORATION



REPORT

TO: Mayor Avis & Council

FROM: Jason Kabel, Community Services Division Manager

DATE: July 4, 2018

RE: **Municipal Alcohol Policy – Draft Revision**

At the April 16, 2018 meeting of the Community Services Executive Committee, the committee reviewed and made recommendations for subsequent revisions to the Municipal Alcohol Policy (MAP). The Community Services Division also sought input from the Northwestern Health Unit (NWHU) to determine if the current draft would meet the 'Blue Ribbon Standard' for their policy evaluation. The previous draft did achieve 84 points on the Blue Ribbon scale (70 points minimum achieves Blue Ribbon status) but there were a few recommendations from the NWHU for consideration for an even stronger policy.

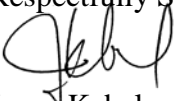
The Community Services forwarded the revised version of the Municipal Alcohol Policy for all other executive committees to evaluate the draft the week of July 2, 2018 with recommendations incorporated herein.

Please find attached the updated draft of the Municipal Alcohol Policy for consideration.

RECOMMENDATION

The Community Services Division recommends to Mayor & Council to endorse and adopt the attached Municipal Alcohol Policy.

Respectfully Submitted,



Jason Kabel

Council approval of this report will endorse and adopt the attached Municipal Alcohol Policy.

THE TOWN OF FORT FRANCES

Section: Community Services

Policy: Municipal Alcohol Policy

Creation Date: FEBRUARY 1995

Resolution Number:

Revision Date: JULY 2018

Policy Number: 2.1

1. POLICY OBJECTIVES

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

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

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

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

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

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

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

4. SERVER TRAINING

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

5. PROVIDE FOOD AND NON-ALCOHOLIC BEVERAGES

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

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

6. CONTROLS

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

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

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

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

7. INSURANCE

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

8. GUIDELINES FOR SPECIAL OCCASION PERMIT HOLDERS

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

(c) At least one municipal representative **with authority to demand correction and/or shut down an even on behalf of the Town** will be available and/or on call, and may check all Special Occasion Permit Events.

(d) The event sponsor shall take reasonable steps to prevent impaired people from driving.

(e) The event sponsor will be held responsible for any damages arising during the event.

9. SIGNAGE

9.1 Serving Practices signs will be provided by the Town of Fort Frances to be placed in the bar area. The signs will state: "It is against the Liquor Licence Act of Ontario for licensed establishments to serve customers to intoxication. For this reason, Servers in our facilities are required to obey the law and not serve anyone to intoxication. We are also pleased to offer non-alcohol beverages."

9.2 Accountability signs will be supplied by the Town of Fort Frances. These signs will be posted at the bar and main entrance of all Liquor Licenced Events. These signs will inform patrons where to direct concerns regarding the manner in which the function has been operated. In addition, to naming the sponsor of the event, these signs should include the name and address and phone numbers of the Municipal Office, Police Service and the Alcohol & Gaming Commission of Ontario.

Having these signs visible to participants eliminates any confusion on who to contact for information or to lodge complaints regarding an event.

9.3 No Last Call sign stating "Last Call will not be announced" to be placed in the bar area. This sign will be provided by the Town of Fort Frances.

9.4 A sign must be posted at the alcohol ticket sales tables stating "ALCOHOL TICKET SALES: No more than four (4) tickets per person may be sold at a time".

9.5 Unused Tickets sign stating "The bar closes at 1:00 am. Unused tickets will be refundable up to the time the Liquor Licenced Event expires." This sign will be provided by the Town of Fort Frances. This sign to be placed at bar or ticket sale area.

9.6 Proof of age signs must be posted near entrances and in bar areas designated as eligible for alcohol use which read "You must be 19 years or older to consume alcohol at a Special Occasion Permit Event. The only acceptable proof of age is government-issued photo identification".

9.7 Restricted areas in Town facilities will be clearly posted "Alcohol is not permitted in this area".

10. SAFE TRANSPORTATION

The risk of liability is high when an impaired driver leaves an event where alcohol is served.

The Event Organizer is responsible to take the necessary steps to reduce the possibility of impaired driving. The Event Organizer is responsible for promoting safe transportation options for attendees of the event or contacting police as appropriate, including for persons who may be denied entry or are removed from the event.

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

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

alternate transportation.

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

11. POLICY IMPLEMENTATION / REVIEW

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

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

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

Signature – Permit Holder/Event Sponsor

Name (printed)

Signature – Facility Representative

Date

Event Workers (please print)

Bartenders	Floor Supervisors	Door Supervisors	Ticket Sellers

Special Security (if required) _____, _____

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

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

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

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

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

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

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

Suggested Ratio of Event Workers

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

July 4, 2018

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of RFP 18-OF-06 – Operations and Maintenance of the Town of Fort Frances Wastewater Treatment Facility

The Town of Fort Frances released RFP 18-OF-06 on April 23, 2018 looking for a firm for the operation and maintenance of the Town's Waste Water Treatment Facility and to provide provisional Overall Responsible Operator services for the Town's waste water collection system as well as the water distribution, and Water Treatment Plant. This will be a 5-year term agreement for the initial term.

There was a mandatory site visit that took place at the Town of Fort Frances Waste Water Treatment Plant on May 16, 2018. There were 3 firms represented by a total of 8 staff at the Site visit. The plant was toured as well as all of the wastewater lift stations and the Water Treatment Plant. Through the RFP period there were two addendums put out addressing firm questions.

The RFP period closed on June 12, 2018 where two proposals were received. Attached to this report you will find the costing spreadsheets from both firms.

Both proposals were reviewed by the Operations and Facilities Manager as well as the Environmental and Facilities Superintendent. In addition to the internal proposal review, the firms who submitted proposals were invited to present their proposal to the Operations and Facilities Executive Committee on July 4, 2018.

At the July 4 meeting of the Operations and Facilities Executive Committee, the Committee received presentations from both potential firms where there was an opportunity to ask questions about the proposed service delivery and costing.

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

1. Award RFP 18-OF-06 to Ontario Clean Water Agency for a 5-year term commencing January 1, 2019.
2. That an authorizing by-law be passed authorizing the Mayor and Clerk to execute the agreement on behalf of the organization.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

Council Approval of this report will agree to the recommendation of the Operations and Facilities Executive Committee to:

- 1. Award RFP 18-OF-06 to Ontario Clean Water Agency for a 5-year term commencing January 1, 2019.**
- 2. That an authorizing by-law be passed authorizing the Mayor and Clerk to execute the agreement on behalf of the organization.**

2018July Award RFP 18-OF-0 Operations and Maintenance of WWTP

Operation, Maintenance and
Management Services Proposal

The Town of Fort Frances
April 2018

OCWA

FORM "A" - SCHEDULE OF PRICES						
Operation, Maintenance and Management of the Fort Frances Water Pollution Control Plant and Sewage Pumping Stations and to provide (ORO) Services for wastewater collection system.						
Item	First Full Year Jan 1, 19 - Dec 31, 19	Second Full Year Jan 1, 20 - Dec 31, 20	Third Full Year Jan 1, 21 - Dec 31, 21	Fourth Full Year Jan 1, 22 - Dec 31, 22	Fifth Full Year Jan 1, 23 - Dec 31, 23	TOTAL
Personnel Services	\$270,953	\$276,372.06	\$281,899.50	\$287,537.49	\$293,288.24	\$1,410,050.29
Utilities (w/o Hydro or Gas)	\$9,950	\$10,149	\$10,351.98	\$10,559.02	\$10,770.20	\$51,780.20
Chemicals	\$58,486	\$59,655.72	\$60,848.83	\$62,065.81	\$63,307.13	\$304,363.49
Equipment	\$16,922	\$17,260.44	\$17,605.65	\$17,957.76	\$18,316.92	\$88,062.77
Materials/Supplies	\$20,485	\$20,894.70	\$21,312.59	\$21,738.85	\$22,173.62	\$106,604.76
Outside Services	\$58,955	\$60,134.10	\$61,336.78	\$62,563.52	\$63,814.79	\$306,804.19
Maintenance & Repair	\$36,272	\$36,997.44	\$37,797.39	\$38,492.14	\$39,261.98	\$188,760.94
Other	\$-		\$-	\$-	\$-	\$-
Overhead & Profit	\$7,021	\$7,161.42	\$7,304.65	\$7,450.74	\$7,599.76	\$36,537.57
BASE COST	\$479,044	\$488,625	\$498,397	\$508,365	\$518,533	\$2,492,964
H.S.T.	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL CONTRACT PRICE	\$479,044	\$488,625	\$498,397	\$508,365	\$518,533	\$2,492,964

Provisional Monthly Fees to Provide Overall Responsible Operator (ORO) Services

Fees Apply to Either the Waste Water Collection System or the Water Treatment System

First Full Year Jan 1/19 – Dec 31/19	Second Full Year Jan 1/20 – Dec 31/20	Third Full Year Jan 1/21 – Dec 31/21	Fourth Full Year Jan 1/22 – Dec 31/22	Fifth Full Year Jan 1/23 – Dec 31/23
\$6,500	\$6,500	\$6,500	\$6,500	\$6,500

4.1.2 LIST OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

No.	Date Issued	Date Received
1	May 28, 2018	May 28, 2018
2	June 5, 2018	June 5, 2019
_____	_____	_____
_____	_____	_____
_____	_____	_____

4.1.3 A COMPLETED FORM "B"

MATERIALS TO BE SUPPLIED

MATERIALS	SUPPLIER - MANUFACTURER	ADDRESS
UV Bulbs	eda Environmental Ltd.	180 Wyatt Rd., Winnipeg, MB R2X 2X6
Polymer	BASF	2626 Argentia Rd. Mississauga, ON L5N 5N2
Alum	General Chemical Performance Products Ltd.	PO.Box 8870, Station A Toronto, ON M5W 1P8 (Shipped out of Thunder Bay, ON)
Sodium Hypo	Brenntag Canada Inc.	43 Jutland Rd. Etobicoke, ON M8Z 2G6 (Shipped out of Winnipeg, MB)

Note to Contracting Firm:

Names and Addresses must be filled in and submitted with the Proposal.

NORTHERN WATERWORKS

Operation, Maintenance and
Management Services Proposal

The Town of Fort Frances
April 2018

FORM "A" - SCHEDULE OF PRICES *						
Operation, Maintenance and Management of the Fort Frances Water Pollution Control Plant and Sewage Pumping Stations and to provide (ORO) Services for wastewater collection system.						
Item	First Full Year Jan 1, 19 - Dec 31, 19	Second Full Year Jan 1, 20 - Dec 31, 20	Third Full Year Jan 1, 21 - Dec 31, 21	Fourth Full Year Jan 1, 22 - Dec 31, 22	Fifth Full Year Jan 1, 23 - Dec 31, 23	TOTAL
Personnel Services	252,025	256,435	260,923	265,489	270,135	1,305,007
Utilities (w/o Hydro or Gas)	17,892	18,205	18,524	18,848	19,178	92,647
Chemicals	81,615	83,043	84,496	85,975	87,480	422,609
Equipment	3,499	3,560	3,622	3,685	3,749	18,115
Materials/Supplies	7,645	7,779	7,915	8,054	8,195	39,588
Outside Services	69,492	70,708	71,945	73,204	74,485	359,834
Maintenance & Repair	8,690	8,842	8,997	9,154	9,314	44,997
Other	2,352	2,393	2,435	2,478	2,521	12,179
Overhead & Profit	66,481	67,644	68,828	70,032	71,258	344,243
BASE COST	509,691	518,609	527,685	536,919	546,315	2,639,219
H.S.T.	66,260	67,419	68,599	69,799	71,020	343,098
TOTAL CONTRACT PRICE	575,951	586,028	596,284	606,718	617,335	2,982,317

**All values in the table are expressed in Canadian dollars (CAD).*

Operation, Maintenance and
Management Services Proposal

The Town of Fort Frances
April 2018

Provisional Monthly Fees to Provide Overall Responsible Operator (ORO) Services *				
Fees Apply to Either the Waste Water Collection System or the Water Treatment System				
First Full Year Jan 1/19 – Dec 31/19	Second Full Year Jan 1/20 – Dec 31/20	Third Full Year Jan 1/21 – Dec 31/21	Fourth Full Year Jan 1/22 – Dec 31/22	Fifth Full Year Jan 1/23 – Dec 31/23
\$2,000	\$2,000	\$2,000	\$2,000	\$2,000

**Note that provisional ORO services are value-added for up to 60 days in a calendar year. Refer to the proposal for more information.*

4.1.2 LIST OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

No.	Date Issued	Date Received
1	May 28, 2018	May 28, 2018
2	June 5, 2018	June 5, 2018

4.1.3 A COMPLETED FORM "B"

MATERIALS TO BE SUPPLIED

MATERIALS	SUPPLIER - MANUFACTURER	ADDRESS
alum sulphate (Supplier 1)	Border Chemical	104 Regent Ave., Winnipeg MB
alum sulphate (Supplier 2)	Chemtrade Logistics	145 MacDougall St., Thunder Bay ON
polymer products	Northland Chemical	7480 Bath Road, Mississauga ON
UV components (Supplier 1)	Xylem	50 Terracon Pl., Winnipeg MB
UV components (Supplier 2)	Waterite	75 Meridian Dr., Winnipeg MB
UV components (Supplier 3)	Wolseley Waterworks	1300 St Matthews Ave., Winnipeg MB
sodium hypochlorite	ClearTech	340 Saulteaux Cr., Winnipeg MB

Note to Contracting Firm:

Names and Addresses must be filled in and submitted with the Proposal.

June 12, 2018

Report To: Mayor & Council

From: Travis Rob, Manager of Operations & Facilities

SUBJECT: May 2018 Drinking Water Systems Monthly Summary Report

Please find attached the May 2018 Summary Report on the drinking water systems, prepared by Randy White, Senior WTP Operator.

Your Administration recommends that Operations & Facilities Executive Committee accept the May 2018 report as presented.

Respectfully submitted,
Operations & Facilities Division

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

Council approval of this report will accept the May 2018 report prior to it being made available to the general public.

c.c. – Doug Herr, Environmental & Facilities Supt.
Randy White, Senior WTP Operator

03CouncilwaterreportMarch 2015

May 2018

**Monthly Summary Report
Water Systems**

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

Dated: June 04, 2018

1) **Introduction:**

This report contains the major maintenance activities and operational events that occurred during the month of May 2018 at the Water Treatment Plant - Water Works # 220000978 and the Airport Groundwater Well Water Works No. 849N7DGE0 (Precedes Airport Groundwater Well Water Works No. 26002736). This information report has been prepared for Council to better understand how the water systems they own and operate are maintained on a monthly basis. Also, this report will assist Council as Directors of the Corporation in exercising its obligation to meet a reasonable Standard of Care as outlined in Section 19 of the Safe Drinking Water Act.

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

2) **Flow Data:**

Water Treatment Plant: See attached spreadsheet.

Airport Groundwater Well – Raw water flow data: 72.5 m3 as of June 4, 2018. (7.4 m3 used in May).

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

Water Treatment Plant (treated): 4 samples taken no adverse results

Water Treatment Plant (raw): 4 samples taken no adverse results

Water Distribution System: 16 samples taken where 25% of samples were tested for heterotrophic plate count (HPC) - no adverse results.

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

Water distribution samples taken at the following locations:

- | | | | |
|-----------------------|-----------------------|---------------------|--------------|
| 1. 1111 First St. E. | 2. 1104 Church St | 3. 901 Wright Ave. | 4. W. Tower |
| 5. 740 Scott St. | 6. 1036 Victoria Ave. | 7. 901 Wright Ave. | 8. W. Tower |
| 9. 740 Scott St. | 10. 320 Portage Ave. | 11. 901 Wright Ave. | 12. W. Tower |
| 13. 1111 First St. E. | 14. 1104 Church St. | 15. 740 Scott St. | 16. W. Tower |

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

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

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

Water distribution sample taken April 10, 2018 – no adverse results.

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

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

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

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

7) Maintenance Activities at the WTP:

May 02nd - worked on Reservoir No. 2 valve stem.

May 03rd - worked on Reservoir No. 2 valve stem.

May 04th - cleaned top and bottom tanks on the poly unit.
 - cleaned all four (4) check valves on the poly unit.
 - chlorinated Reservoir No. 2 and began filling it.

May 06th - calibrated the Distribution Chlorine Analyzer.

May 16th - put Reservoir No. back on-line.

May 22nd - flushed the poly line from the pumps to the clarifiers.
 - installed a Soda Ash pump.

May 23rd - flushed the poly line from the pumps to the clarifiers

May 24th - installed a new valve (Day Tank Valve) at the water tower.
 - cleaned top and bottom tanks on the poly unit.
 - cleaned all four (4) check valves on the poly unit

May 25th - greased clarifier gears, chains and bearings.
 - calibrated the Distribution Chlorine Analyzer.

May 29th - ran standby generator for one (1) hour

May 30th - installed new flushing valves for the poly system.

8) **Water Complaints:**

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

9) **Other Miscellaneous Information:**

May 01st - QMS Meeting

May 02nd - water main break repair - water samples - 547 Webster Ave. - 1st set.

May 03rd - water main break repair - water samples - 547 Webster Ave. - 2nd set.

May 07th - took weekly routine micro samples.
 - samples taken from Reservoir No. 2 - 1st set.

May 08th - samples taken from Reservoir No. 2 - 1st set.

May 09th - QMS Interviews – Internal Audit.

May 11th - QMS Interviews – Internal Audit.

May 14th - took weekly routine micro samples.
 - seasonal samples at Rainy Lake Square. and St. Francis Ballfield.

May 15th - seasonal samples at the Point Park, Lions Park and Marina.

May 16th - took DWSP samples.

May 17th - water main break repair - water samples - Armit Ave. - 400 blk. - 1st set

May 18th - received a shipment of Fluoride.

May 22nd - took weekly routine micro samples.
 - water main break repair - water samples - Armit Ave. - 400 blk. - 2nd set.

- May 24th - took quarterly samples at the water tower and the plant.
 - took total suspended solid (T.S.S.) samples off the filters during backwash.
- May 25th - took grab samples off the filters.
- May 28th - took weekly routine micro samples.
 - water main break repair - water samples - Reid Ave. - 500 blk. - 1st set.
- May 29th - water main break repair - water samples - Reid Ave. - 500 blk. - 2nd set.
 - to micro (1st set) and quarterly samples at Sunny Cove Camp.
- May 30th - to micro (2nd set) samples at Sunny Cove Camp.

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

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

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

Monthly Report May 2018

Flow Data MAY	Units	2016		2017		2018	
		Day of the Month		Day of the Month		Day of the Month	
Total Raw Water	m ³		163490		196210		191512
Raw Maximum Day	m ³	Saturday 28th	5520	Monday 22nd	7080	Saturday 12th	6780
Raw Minimum Day	m ³	Monday 09th	5090	Sunday 21st	5830	Sunday 13th	4970
Raw Average Daily Consumption	m ³		5270		6330		5310
Total Treated Water	m ³		118580		116990		112970
Treated Water Maximim Day Consumption	m ³	Tuesday 31st	4340	Wednesday 24th	5040	Thursday 24th	4130
Treated Water Minimim Day Consumption	m ³	Tuesday 17th	3240	Sunday 21st	2820	Sunday 19th	3060
Treated Water Average Day Consumption	m ³		3830		3770		3640
Daily Average Per Household Consumption Rate	m ³		1.01		1.00		0.96
* Daily Average Per Person Consumption Rate	m ³		0.48		0.47		0.46
Monthly Averages - Operating Parameters WTP:							
FAC Residual - Treated Water	mg/L		2.05		2.23		2.07
Total Chlorine Residual - Treated Water	mg/L		2.39		2.45		2.30
Aluminum Sulphate - Raw Water	mg/L		35.0		35.0		35.0
Aluminum Sulphate - Treated Water Residual	mg/L		0.04		0.03		0.03
Fluoride - Treated Water	mg/L		0.65		0.59		0.71
Soda Ash - Raw Water	mg/L		35.0		35.0		35.0
PH - Adjusted	mg/L		7.47		7.19		7.11
Temperature	C		10.5		9.9		9.5
Quantity of Chemical Used:	kg						
Aluminum Sulphate	kg		5722.1		6867.35		7416.50
Polyelectrolyte	kg		87.5		87.5		112.5
Chlorine Gas	kg		688		811		671
Soda Ash - Used for PH Adjustment	kg		5722.1		6867.35		7416.50
Fluoride	kg		547		547		583

* The Canadian Average is 450 Litres (0.45 m³) per day.

* Population is 7986

* Number of Households is 3783

Town of Fort Frances - Water treatment Plant - Water Works # 220000978
Monitoring Record
May 2018

Operating Data	Units	*MAC	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	Average
		or Range																																	
Flow rates																																			
Raw Water	10^3 M^3	17	5.25	5.12	5.30	5.11	5.30	5.20	5.34	5.10	5.36	5.20	5.29	6.78	4.97	5.32	5.26	5.31	5.22	5.42	5.21	5.30	5.31	5.34	5.28	5.13	5.41	5.21	5.33	5.49	5.33	5.29	5.17	164.65	5.31
Peak Instantaneous - Raw Water	L/s	n/a	60.94	61.02	61.08	61.14	61.21	61.29	61.29	61.41	61.49	61.46	61.59	61.60	61.69	61.61	61.66	61.74	61.80	63.09	61.92	61.89	62.02	62.04	62.14	62.25	62.14	61.69	62.02	62.13	62.45	62.72	62.60	1915.12	61.78
Treated Water	10^3 M^3	17	3.25	3.35	3.48	3.31	3.55	3.30	3.95	3.76	3.68	3.60	3.83	3.55	3.47	3.98	3.82	3.91	3.98	3.56	3.06	3.13	3.29	3.95	4.08	4.13	3.60	3.24	3.70	3.66	3.97	4.09	3.74	112.97	3.64
Peak Instantaneous - Treated Water	L/s	n/a	66.29	67.38	65.08	78.40	65.39	74.23	63.44	82.88	65.51	65.88	65.69	64.40	62.57	64.15	64.46	64.99	65.62	65.28	63.70	66.42	61.70	64.02	68.40	67.78	66.44	63.70	63.15	63.72	64.15	72.89	68.85	2066.56	66.66
BackWash Water	10^3 M^3	n/a	0.269	0.241	0.276	0.271	0.242		0.275		0.268	0.239	0.276	0.257	0.237	0.276	0.268	0.240	0.277	0.268	0.239			0.277	0.271	0.241	0.243	0.510	0.277		0.273	0.240	0.277	7.028	0.270
Fluoride Information																																			
Fluoride Residual - Treated Water	mg/l	0.5 to 0.8	0.69	0.69	0.69	0.69	0.70	0.70	0.65	0.66	0.67	0.67	0.67	0.69	0.69	0.70	0.71	0.71	0.71	0.71	0.72	0.72	0.72	0.71	0.74	0.72	0.72	0.79	0.78	0.78	0.77	0.81	0.78	22.16	0.71
Turbidity Information																																			
Raw Water	NTU	n/a	0.63	0.61	0.60	0.57	0.63	0.70	0.67	0.65	0.70	0.73	0.68	0.71	0.77	1.01	1.19	1.53	1.47	1.63	1.76	1.79	1.36	1.44	1.47	1.54	1.67	1.74	1.66	1.70	1.33	1.46	1.51	35.91	1.16
Settled Water	NTU	n/a	0.16	0.17	0.16	0.17	0.14	0.12	0.13	0.12	0.14	0.14	0.15	0.14	0.12	0.14	0.14	0.14	0.13	0.14	0.14	0.14	0.11	0.13	0.14	0.14	0.14	0.16	0.16	0.16	0.14	0.13	0.14	4.38	0.14
Treated Water	NTU	1	0.07	0.07	0.07	0.08	0.08	0.07	0.07	0.08	0.07	0.07	0.08	0.09	0.08	0.08	0.07	0.08	0.07	0.07	0.09	0.07	0.06	0.07	0.07	0.08	0.07	0.06	0.08	0.07	0.08	0.08	0.07	2.30	0.07
Other Operating Parameters																																			
pH - Treated Water	no units	6.5 to 8.5	7.12	7.10	7.10	7.08	7.11	7.19	7.00	7.08	7.06	7.12	7.05	7.11	7.15	7.04	7.08	7.09	7.09	7.05	7.06	7.05	7.11	7.13	7.15	7.14	7.20	7.34	7.21	6.92	7.09	7.12	7.13	220.27	7.11
pH - Settled water	no units	n/a	6.00	6.01	6.01	5.98	6.11	6.09	5.94	6.02	6.02	5.99	5.92	5.88	5.91	5.98	5.98	5.96	5.99	6.01	5.97	6.00	6.03	6.09	6.04	6.00	6.05	6.16	6.11	6.05	5.93	5.99	5.97	186.19	6.01
pH - Raw Water	no units	n/a	6.87	6.95	6.88	6.90	6.94	7	6.93	6.89	6.96	6.99	6.99	6.99	7.10	6.97	6.96	6.97	6.93	6.98	7.01	7.00	6.98	7.01	6.95	6.98	6.94	6.96	6.92	6.94	6.97	6.96	7.00	215.82	6.96
FAC - Treated Water	mg/l	0.2 to 4	2.11	2.15	2.18	2.15	2.25	1.80	2.32	1.96	2.05	2.01	1.95	2.01	2.04	2.09	2.07	2.09	2.09	2.06	1.91	2.03	2.12	2.18	2.15	2.15	1.85	1.76	2.22	2.30	2.11	2.01	1.98	64.15	2.07
Total Chlorine Residual Treated	mg/l	0.3 to 7	2.24	2.32	2.34	2.30	2.48	2.02	2.48	2.24	2.38	2.28	2.24	2.20	2.24	2.32	2.24	2.22	2.26	2.26	2.08	2.30	2.34	2.32	2.30	2.28	2.10	2.06	2.46	2.64	2.60	2.36	2.28	71.18	2.30
Temperature	C	15	5.0	5.0	5.0	5.0	5.0	6.0	6.0	7.0	7.0	6.0	7.0	6.0	8.0	8.0	9.0	9.0	10.0	10.0	10.0	10.0	11.0	12.0	12.0	14.0	13.0	11.0	12.0	13.0	18.0	18.0	17.0	295.00	9.5
Fluoride used (Total Daily Consumption)	kg	n/a	19.0	18.0	19.0	18.0	18.0	18.0	19.0	17.0	18.0	18.0	17.0	21.0	19.0	19.0	20.0	19.0	18.0	20.0	18.0	19.0	18.0	19.0	18.0	18.0	17.0	19.0	21.0	21.0	20.0	19.0	583.00	18.81	
Chlorine used (Total Daily Consumption)	kg	n/a	19.0	20.0	20.0	20.0	21.0	21.0	22.0	20.0	21.0	21.0	20.0	22.0	19.0	21.0	20.0	21.0	20.0	22.0	20.0	22.0	23.0	22.0	23.0	22.0	20.0	25.0	27.0	25.0	26.0	24.0	671.00	21.65	
Soda ash (Total Daily Consumption)	kg	n/a	183.8	179.2	185.5	178.9	185.5	182.0	186.9	178.5	187.6	182.0	185.2	237.3	174.0	186.2	184.1	185.9	182.7	189.7	182.4	185.5	185.9	186.9	184.8	179.6	189.4	182.4	186.6	192.2	186.6	185.2	181.0	5762.75	185.90
Soda Ash - Dosage	mg/l	n/a	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	1085.00	35.00	
Alum residual - (Total Daily Consumption)	kg	n/a	183.8	179.2	185.5	178.9	185.5	182.0	186.9	178.5	187.6	182.0	185.2	237.3	174.0	186.2	184.1	185.9	182.7	189.7	182.4	185.5	185.9	186.9	184.8	179.6	189.4	182.4	186.6	192.2	186.6	185.2	181.0	5762.75	185.90
Alum residual - Dosage	mg/l	n/a	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	35.0	1085.00	35.00	
Alum residual - Treated Water	mg/l	0.1	0.05	0.08	0.04	0.02	0.04	0.02	0.06	0.04	0.01	0.03	0.05	0.05	0.01	0.06	0.03	0.01	0.02	0.03	0.03	0.03	0.03	0.04	0.03	0.03	0.04	0.02	0.04	0.01	0.02	0.02	0.02	1.01	0.03
Poly bags added (25 kg bags)	kg		0.5			0.5				0.5				0.5				0.5		0.5					0.5		0.5					0.5		112.5	

July 4, 2018

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Geospatial Data Share Agreement with Ontario Provincial Police

Please find attached a report prepared by Trisha Law, GIS Expert outlining all the background information and the request from the OPP for certain portions of the Town's Geospatial Data

It is our understanding that the geospatial data is going to be utilized by this firm to provide mapping to be utilized by 911 and 888 when fielding calls within the Town of Fort Frances. The cost for the data being requested, as outlined in the 2018 User Fee By-Law, would be \$291.50 plus HST. The OPP are requesting for the fee to be waived as it was in 2009 for their last data share agreement

The O & F executive committee recommends that the Town enter into a geospatial data license agreement with OPP where the Mayor and Clerk be authorized to bind the Corporation of the Town of Fort Frances and further that the fees associated be waived.

Respectfully Submitted



Travis Rob, P.Eng.

Manager of Operations and Facilities

Council Approval of this report will agree to the recommendation of the Operations and Facilities Executive Committee that the Town enter into a geospatial data license agreement with OPP where the Mayor and Clerk be authorized to bind the Corporation of the Town of Fort Frances and further that the fees associated be waived.

2018 July GIS Datashare agreement OPP

June 29, 2018.

Report To: Travis Rob, O&F Manager

From: Trish Law, GIS Expert

SUBJECT: Data Request Ontario Provincial Police

On June 6th, 2018 I was contacted by Mike White, GIS Team Leader for the OPP Geographic Information Services to obtain current base-mapping information from the Town to update the OPP Communications Centre 911 and 888 calls for service. Mike requested a copy of the road network and roof top addressing points, which the Town currently does not have. I forwarded a copy of the Geospatial Data Share Agreement to Mike on June 7th, to which he has since asked for the associated data cost to be waived (letter to Mayor and Council, dated June 15, 2018).

The data currently being requested from the Town for use by the OPP is street centerline data. The cost of layers requested is 1 @ 291.50 plus HST for vector data as per the current User Fee schedule.

For references purposes, this is a listing of current Geospatial License Agreements with the Town:

- Ministry of Natural Resources (2009, 2010) - \$0 data exchange
- Union Gas (2009) - \$0 data exchange
- Rainy River District OPP (2009) - \$0 through Community Services
- Centra Transmission Holdings Inc./EFG (2010) - paid \$1071.00 (including HST)
- Hilderman Thomas Frank Cram (2010) - \$0 working for TOFF
- Hynde Paul Planners/Quartek (2010) - \$0 working for TOFF
- KGS Group, Winnipeg (2010) - \$0 working for TOFF
- Neegan Burnside (2011) - paid \$3809.68 (including HST)
- rePlan (2014) - \$0 fees waived for newGold development
- Vastamaki Consulting Service (2014) - \$0 working for FFPC
- Saulteaux Consulting and Engineering (2014) - \$0 working for FFPC
- Rainy River District Stewardship (2015) - \$0 tree inventory
- Rainy River District School Board (2015) - \$0 partner for tree inventory
- GISbiz (2016) - \$0 working for FFPC
- TBAYTEL/Telecon - paid \$639.40 (including HST)
- Fire Underwriters (2017) - \$0 request approved by Council

After consideration of this request, I recommend the Town entering into a new Geospatial Data License Agreement with Ontario Provincial Police for the requested data. As the OPP has previously had a Data Share Agreement with the Town (back in 2009), I also recommend that the data be distributed at \$0 as this is a community benefit.

Respectively Submitted,



Trisha Law, MGIS
GIS Expert

July 4, 2018

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Changes to the O.Reg 239/02 - Minimum Maintenance Standards for Municipal Highways

Since the creation of Ontario Regulation 239/02 known as the Minimum Maintenance Standards for Municipal Highways there have been a number of revisions to the standards. On May 3, 2018 there was another revision to the standards which may have the largest impact to the Town's winter operations to date.

The May revision included a number of changes to definitions and the additions to definitions to clarify the document. In addition, the standard now has provisions for the Town to declare a 'significant weather event' which is defined as an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality. In the event that the Town declares a significant weather event, upon the Town declaring the end of the significant weather event, the timelines to address the accumulation on the roadways stipulated in the standard will start. This could allow some relief to the town crews trying to get the roadways cleared within the stipulated timelines in the event of a significant weather event.

The major changes to the standard revolve around sidewalks. Prior to the May revision, sidewalk maintenance was primarily doing sufficient work to the sidewalks to ensure that there was no gross negligence by the Town and an annual review for surface discontinuities. Under the revised regulation there is a requirement for the Town to, within 48 hours after the snow accumulation has stopped, reduce the snow accumulation to less than 8cm regardless of the sidewalk location or use. In addition to this there is a requirement to treat ice formed on sidewalks within 48 hours after becoming aware of the ice formation on the sidewalk. The issues surrounding this is that currently the Town focuses on the removal of snow from the roadways as a first priority. Once that is completed the crews shift priority to address the sidewalks, lanes and dead ends, usually starting 48 hours after the event has ended. In addition to this, the Town only has a small spreader for the old sidewalk machine. The capacity is small and it is not overly effective. This change to the standard will not only require the purchase of additional equipment to apply materials to icy sidewalks but an increase in staff resources to focus on clearing sidewalks within the stipulated timelines and to be able to feed de-icing materials to the sidewalk machines while still maintaining the roadways to an acceptable level.

The Operations and Facilities Division is currently reviewing the best way to secure staffing to ensure that the Town can meet their obligations under the revised plan, however increasing the Operations and Facilities Staff is inevitable. In addition, the Town can, by by-law, close certain sidewalks in the winter time, sign them and relieve their responsibility from having to clear the snow. This will be completed for the sidewalk along front street closest to the roadway which we have historically utilize for snow storage in the winter time. The Operations and Facilities Division will also be looking at other sidewalks to determine if there is an opportunity for this to take place in other areas to assist with our operational constraints.

The Minimum Maintenance Standard places a duty onto the Town to prove when snow removal equipment and ice materials have been placed on roadways and sidewalks in the event of a claim. Currently the Town does not have a good record keeping system for when and where the plows are or

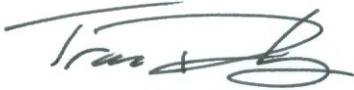
when and where de-icing materials are placed. This places the Town in a vulnerable position should a claim come in. The Operations and Facilities Division is actively looking into GPS units that can be placed in our fleet to track the location of equipment and whether the plow is down or the spreader is placing material. Units of this type are commonplace in our neighboring municipalities as well as on the Provincial Highway System. This is something that the Operations and Facilities Division will be looking to implement prior to the next winter control season.

Under the Minimum Maintenance Standard there is a requirement for weather monitoring on predetermined intervals. Ontario Good Roads came out with a weather monitoring application that will send weather reports to up to 30 recipients on a number of scheduled intervals. This is also something that the Operations and Facilities Division will be looking to implement prior to the next winter control season to ensure that we meet our weather monitoring requirements.

Operations and Facilities Staff have been attending information sessions on these changes and have attached a slide presentation from JLT, a risk management firm that presented at an insurance conference.

Administration presents this information to Council as there will be a direct impact to the Operations and Facilities Operating and Capital Budgets in 2019 as we work to get setup to handle these changes. There is no action required from council at this time.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report is not required as it is for information.

Manager of Operations and Facilities

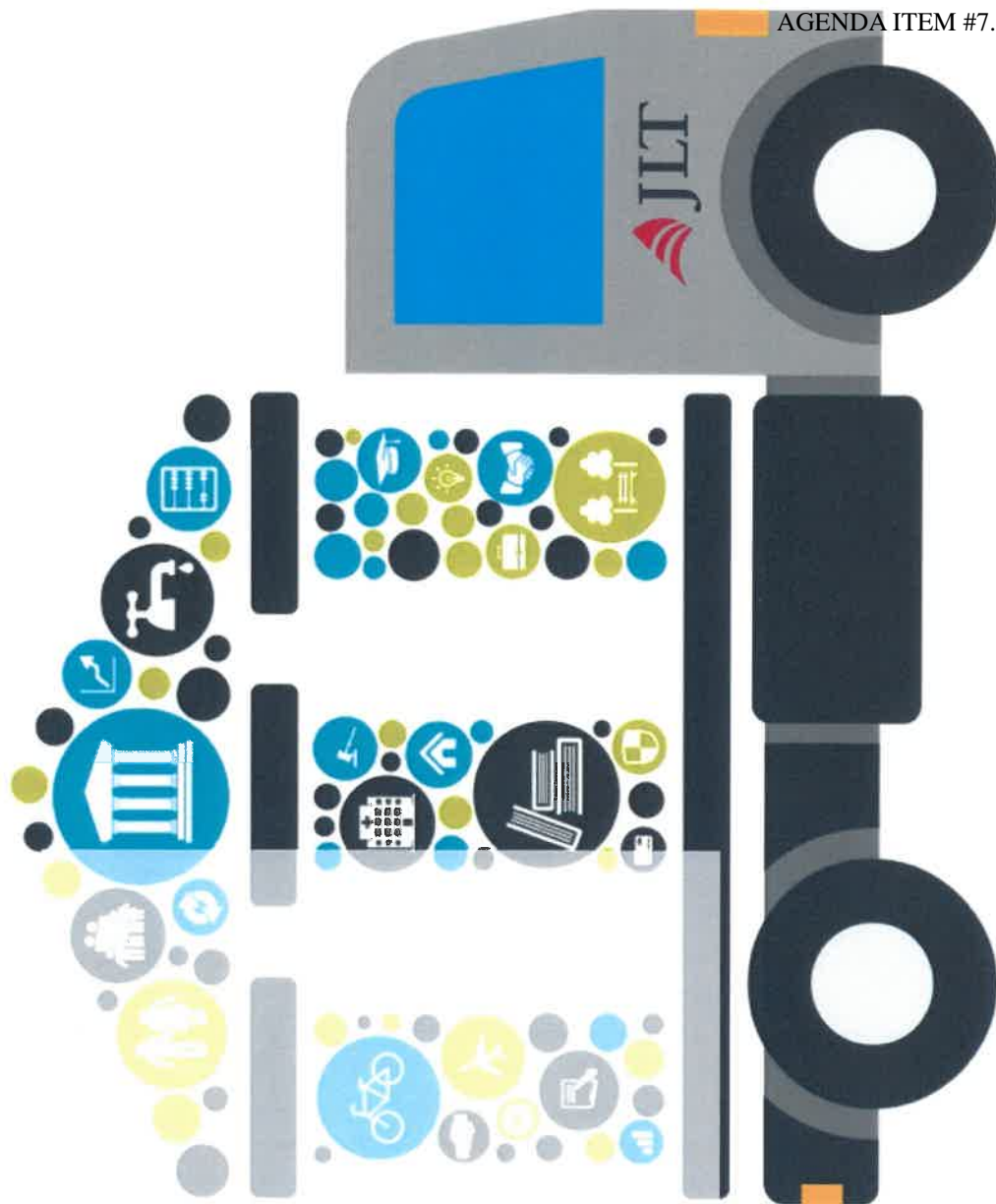
2018July MMS Changes

Minimum Maintenance Standards It's History and Where We Are Today

Presented by:
Robin McCleave, V.P. Risk Manager,
Public Sector, JLT Canada

Page 84 of 120

26 June 2018



MINIMUM MAINTENANCE STANDARDS

IT'S HISTORY AND WHERE WE ARE TODAY



- **Purpose**

- The purpose of this Regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome.

MINIMUM MAINTENANCE STANDARDS

IT'S HISTORY AND WHERE WE ARE TODAY



- Understanding the intent and purpose behind the MMS, the defence provided for by s.44(3)(c), requires an understanding of how the approach to liability by the Courts has evolved from an event-based one to a risk-based one.
- Traditionally, (pre-1985) Courts would assess municipal liability by mainly looking at the “event” (i.e. the winter storm or ice formation) and considering how fast after the event occurred that the municipality responded.
- The modern focus of our Courts is looking at how a municipality assessed and attempted to mitigate the “risk” of a hazard arising in the first place, and determining if it was reasonable.
- **This is accomplished through**
 - Weather monitoring,
 - Being proactive – having your policies and procedures in place
 - Ensuring staff know what their responsibilities are as it pertains to training and deploying staff

REVISIONS

FEB 2010 3RD REVISION SINCE INCEPTION JULY 2003



Three gaps became apparent in 2011 after Milton vs Guilianani

- ☐ Snow Accumulation – at the time of the accident snow accumulation was 2.5 cm
 - The standard was 5 cm however there was no definition for snow accumulation
- ☐ Ice had formed on the road resulting from snow being packed down by traffic
 - The standard defined ice as freezing rain or ice pellets
- ☐ The weather was not being monitored

Task Force regrouped, amended the standards and were passed in 2013

Changes were:

- ☐ Snow accumulation was defined – natural accumulation of newly-fallen snow, wind-blown snow and/or slush that covers more than half a lane width of a roadway
- ☐ Ice was defined – all kinds of ice however formed
- ☐ Weather monitoring
 - Substantial Probability – significant likelihood considerably in excess of 51%. This relates to patrols and maintenance activities that are done in anticipation of snow accumulation or ice formation
- Weather defined as air temperature, wind and precipitation

Bicycle Facility and Bicycle Lanes

- “Bicycle facility” includes, but is not limited to, the various on-road and in-boulevard cycling facilities listed in Section 2.3 and its subsections of Book 18 of the Ontario Traffic Manual.
- “Conventional bicycle lane” means a portion of a roadway which has been designated by pavement markings and signage for the preferential or exclusive use of cyclists; “roadway” has the same meaning as in Subsection 1 (1) of the Highway Traffic Act.
- “Separated bicycle lane” means a portion of a roadway which has been designated for the exclusive use of cyclists by signage along with a physical or marked buffer.

MINIMUM MAINTENANCE STANDARDS

WHERE WE ARE TODAY – NEW DEFINITIONS



- **Encroachment, (Area Adjacent to Sidewalks)**
 - means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality
- **Potholes**
 - means a hole in the surface of a roadway caused by any means, including wear or subsidence of the road surface or subsurface
- **Sidewalks**
 - means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited

MINIMUM MAINTENANCE STANDARDS

WHERE WE ARE TODAY – NEW DEFINITIONS



- **Utility and Utility Appurtenance (Sidewalk surface discontinuities)**
 - Utility includes any air, gas, water, electricity, cable, fibre-optic, telecommunication or traffic control system or subsystem, fire hydrants, sanitary sewers, storm sewers, property bars and survey monuments
 - Utility Appurtenance includes maintenance holes and hole covers, water shut-off covers and boxes, valves, fittings, vaults, braces, pipes, pedestals, and any other structures or items that form part of or are an accessory part of any utility
- **Weather Hazard**
 - means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program
- **Significant Weather Event**
 - means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality

MINIMUM MAINTENANCE STANDARDS

WHERE WE ARE TODAY, SIGNIFICANT WEATHER EVENT



Applies to

- Snow Accumulation on Roadways, sidewalks and bicycle lanes
- Ice Accumulation on Roadways and Sidewalks

“

4.1 (1) If a municipality declares a significant weather event relating to snow accumulation or ice accumulation the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is

- a) to monitor the weather in accordance with section 3.1; and
- b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so.

MINIMUM MAINTENANCE STANDARDS

WHERE WE ARE TODAY, SIGNIFICANT WEATHER EVENT



4.1 (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow and ice accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality.

4.1 (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall

- a) (declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- b) address snow accumulation on roadways in accordance with section

Declaration of significant weather event

16.9.

- A municipality declaring the **beginning** of a significant weather event or declaring the **end** of a significant weather event under this Regulation shall do so in one or more of the following ways:
 1. By posting a notice on the municipality's website
 2. By making an announcement on a social media platform, such as Facebook or Twitter.
 3. By sending a press release or similar communication to internet, newspaper, radio or television media.\
 4. By notification through the municipality's police service.
 5. By any other notification method required in a by-law of the municipality.

Closure of a Highway

16.8

- 1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality.
- 1) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of
 - a) when a municipality passes a by-law to close the highway or part of the highway; and
 - b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway.

MINIMUM MAINTENANCE STANDARDS

WHERE WE ARE TODAY - SIDEWALKS



- The MMS now contains specific sections dealing with sidewalk winter maintenance. Section 16.3 provides that snow accumulation on sidewalks shall be reduced to less than or equal to 8 centimeters within 48 hours of the end of a snow event. The section further provides a standard of a minimum maintained width of one meter.
- Sidewalks are deemed to be in a state of repair with respect to snow accumulation
 - a) where snow depth is less than or equal to 8 centimeters; and
 - b) during ongoing snow accumulation, even where it exceeds 8 cm, until 48 hours after the snow accumulation ends.

MINIMUM MAINTENANCE STANDARDS

WHERE WE ARE TODAY - SIDEWALKS



- Section 16.5 sets out standards with respect to ice formation on sidewalks
 - It requires that municipalities monitor weather, and to treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines the appropriate time to deploy resources for that purpose"
 - Where ice forms on a sidewalk, the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy.

MINIMUM MAINTENANCE STANDARDS

WHERE WE ARE TODAY - SIDEWALKS



Winter Sidewalk Patrols

16.7

- (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality.
- (2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for or performing roadway or sidewalk maintenance activities.

MINIMUM MAINTENANCE STANDARDS, **WHERE WE ARE TODAY - ENCROACHMENTS**



16.2 Applies to Area Adjacent to Sidewalks

- (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection.
- (2) If the area adjacent to a sidewalk has been inspected in accordance with subsection (1) it is deemed to be in a state of repair in respect of any encroachment present.
- (3) For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm.

MINIMUM MAINTENANCE STANDARDS, **WHERE WE ARE TODAY - ENCROACHMENTS**



16.2 Applies to Area Adjacent to Sidewalks

- (1) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians
- (2) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality
- (3) For the purpose of subsection (4), treating an encroachment means taking reasonable measures to protect users, including making permanent or temporary repairs, alerting users' attention to the encroachment or preventing access to the area of the encroachment

MINIMUM MAINTENANCE STANDARDS

WHERE WE ARE TODAY – BICYCLE LANES



- Clearing of Snow and Ice based on the road classification and corresponding snow accumulation.
- For the purposes of addressing snow accumulation on a bicycle lane it includes, but is not limited to
 - a) plowing the bicycle lane;
 - b) salting the bicycle lane;
 - c) the application of other chemical or organic agents to the bicycle lane;
 - d) applying abrasive materials to the bicycle lane;
 - e) sweeping the bicycle lane; or
 - f) any combination of the methods described in clauses (a), (b), (c), (d) or (e).

MINIMUM MAINTENANCE STANDARDS

WHERE WE ARE TODAY - BICYCLE LANES



- **Treating snow and ice on roadways, sidewalks and bicycle lanes**
 - applying other chemical or organic agents to the roadway;
- **Luminaires**
 - For conventional illumination, if three or more consecutive luminaires on **the same side of a highway** are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact.

MINIMUM MAINTENANCE STANDARDS

WHERE WE ARE TODAY

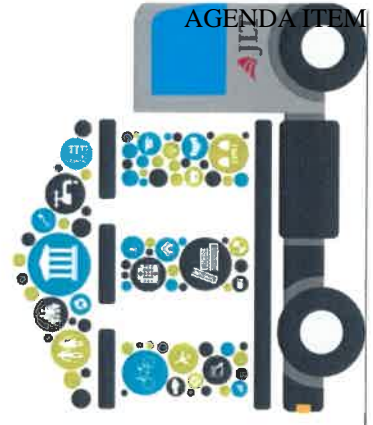


- Setting municipal policies and procedures
 - They should never be absolute
 - Ensure staff are aware of and can consistency meet your municipalities set standards and procedures.
 - If your municipalities polices and procedures exceed the standards and there is a loss your negligence will be based on your standards, not the legislated standards.
 - Documentation must show that your municipality have met your set policies and procedures.

THANK YOU
CONTACT



Robin McCleave, CRM
E: rmccleavee@jltgroup.com
T: +1 (416) 941 9551



July 4, 2018

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of Tender 18-OF-09 – Reconstruction of the Sidewalk along the 300 Block of Scott Street

The Town of Fort Frances tendered for the replacement of the sidewalk blocks along the 300 block of Scott Street to match the replaced sidewalk on the 200 block completed in 2017 with the Market Square Development. The Tender was advertised on June 14 with the tender closing Tuesday July 3, 2018 at 2:00pm in the Committee Room of the Civic Centre.

This tender included the reconstruction of the accessibility ramp at Community Living 338 Scott Street. A portion of this work would be at the cost of Community Living, where the Town would replace the bricks within the ramp at no cost to the property owner similar to what was completed in 2017 for the CIBC. These private works items were broken out from the other tender bid items. Two firms submitted bids, a breakdown of the submitted bids can be seen below.

			Daryl's Custom Landscapes Ltd.		Makkinga Contracting & Equipment Rentals	
Description	Estimated Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost
Tree Removal & grubbing	10	ea	\$ 1,500.00	\$ 15,000.00	\$ 1,725.00	\$ 17,250.00
Sidewalk Stone Removal & Disposal	1	L.S.	\$ 56,000.00	\$ 56,000.00	\$ 37,375.00	\$ 37,375.00
Sidewalk base preparation	1	L.S.	\$ 56,000.00	\$ 56,000.00	\$ 44,850.00	\$ 44,850.00
Detectable pad installation & associated works	4	ea	\$ 6,000.00	\$ 24,000.00	\$ 2,300.00	\$ 9,200.00
Concrete Curb and gutter (Scott and Victoria)	7	m	\$ 400.00	\$ 2,800.00	\$ 167.00	\$ 1,169.00
Paving Stone installation	1	L.S.	\$ 252,000.00	\$ 252,000.00	\$ 234,940.00	\$ 234,940.00
Removal of Existing Ramp Structure	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 2,300.00	\$ 2,300.00
Design works for new ramp structure	1	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 6,900.00	\$ 6,900.00
Construction of Ramp Structure	1	L.S.	\$ 45,000.00	\$ 45,000.00	\$ 11,500.00	\$ 11,500.00
Installation of Paving Stone within Ramp Structure	1	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 2,450.00	\$ 2,450.00
Mobilization/Demobilization	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 25,500.00	\$ 25,500.00
Contingency	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
			Subtotal Tender Price		\$ 489,800.00	\$ 408,434.00
			Private Works Portion		\$ 54,500.00	\$ 20,700.00
			TOTAL TOWN TENDER VALUE		\$ 435,300.00	\$ 387,734.00

Town's Portion HST	\$ 7,661.28	\$ 6,824.12
TOTAL TOWN COST	\$ 442,961.28	\$ 394,558.12
2018 Capital Budget Allocation	\$ 302,500.00	\$ 302,500.00
Shortfall/(Surplus)	\$ 140,461.28	\$ 92,058.12

The budget allocation was estimated based on the cost to complete the same works on the 200 block of Scott Street in 2017. The primary difference, however is that this work isn't tied to a large-scale construction project in the work area such as the Rainy Lake Square. The Town has received a grant for improvements to the Downtown core for 2018 totalling \$42,599.00 which was accounted for in the 2018 capital budget meaning that the Town portion of the budget was only \$259,901.00.

It is the recommendation of Administration that:

1. Tender 18-OF-09 be awarded to 1876118 Ontario Limited Operating as Makkinga Contracting and Equipment Rentals for a total tender price of \$408,434.00 plus applicable taxes and including \$15,000.00 contingency.
2. The shortfall in the budget be funded from either the Corporate Projects Reserve Fund or through the year end surplus.
3. That the Mayor and Clerk be authorized to execute the agreement on behalf of the organization.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will ensure that:

1. **Tender 18-OF-09 be awarded to 1876118 Ontario Limited Operating as Makkinga Contracting and Equipment Rentals for a total tender price of \$408,434.00 plus applicable taxes and including \$15,000.00 contingency.**
2. **The shortfall in the budget be funded from either the Corporate Projects Reserve Fund or through the year end surplus.**
3. **That the Mayor and Clerk be authorized to execute the agreement on behalf of the organization.**



Council Remuneration Committee

To: Mayor and Council

From: Jordan Forbes, Human Resources Coordinator

Date: July 5, 2018

Subject: Recommendations from Council Remuneration Committee

The following report outlines the recommendations of the Council Remuneration Committee which has held two meetings, one on June 19, and one on July 3, 2018.

The Committee is made up of, Mayor Roy Avis, Councillors Ken Perry, Paul Ryan, and June Caul, as well as Doug Brown, Laurie Lindberg, and Jordan Forbes from Administration. Councillor Caul was selected to Chair the Committee.

The following is an overview of the what the committee has recommended

1. The Committee reviewed the current Council remuneration practice of the Town of Fort Frances. In addition, the practices of comparable Municipalities in the region were reviewed. It was determined that our current remuneration practice is fair based on the size of the Municipality, and the practices of similar communities in our area.
2. Due to the likely implementation of new Federal Tax Policy which would remove the tax exempt status of 1/3 of a Councillor's income, it is recommended that a commensurate increase in compensation be provided to offset the financial loss incurred by Councillors as a result of having to pay taxes on this portion of their income.

Given that the earnings of Councillors vary, it is impossible to predict the exact amount of tax that a Councillor will have to pay in a given year as a result of this change in tax policy. However, in the interest of procedural fairness, it has been recommended that Council members salary be based on the assumption that most Councillors will be in the following tax brackets:

Federal: taxable income is more than \$46,605, but not more than \$93,208 – Tax Rate of 20.5%.
 Provincial: \$42,96 - \$85,923 – Tax Rate of 9.15%.

It was also agreed that future annual increases in Council Remuneration be aligned with Management / Non-Union increases. For example, if Management / Non-Union were to receive a 0.5% increase then Council would receive 0.5% as well (please note that this increase value is presented solely to provide an example).

The following table outlines the current, and projected models (Please note that the 2019 value is a projection that is created using the 2018 tax rates). Actual values will be determined when the Management / Non-Union increase, as well as tax rates are determined. At that point, the salary change will be applied retroactively.

Proposed Options for Council Remuneration starting in 2019			
	2017	2018	2019 Projected (Note: Annual change, if any, will be aligned with Management / Non – Union)
Mayor Salary	23,345.00	23,695.18	26,689.00
Deputy Mayor	13,702.50	13,908.04	15,665.00
Councillor Salary	12,180.00	12,362.70	13,925.00
Note: Federal Income Tax Range \$46,603 - \$93,208 Provincial Income Tax Range \$42,963 - \$85,923			

It is recommended that should the proposed tax policy change occur, that council remuneration should increase using the methodology identified herein, to prevent a loss of earnings by accounting for the increased tax burden. Actual rates will be determined by 2019 Provincial and Federal tax rates, and if applicable, any increase in Management / Non-union compensation.

If the proposed tax policy change does not come into effect, then Council Remuneration would simply be tied to any change in Management / Non-Union compensation.

3. Remuneration schedule as it relates to per diems for attendance at meetings was discussed. At present, there are a number of meetings for which per diems are paid. However, there are some organizations of which two members of Council are actively participating on. As a result, there was some discussion regarding the allocation of per diems. Some of the organizations and meetings discussed were:
 - Rainy River District Municipal Association
 - Rainy River Future Development Corporation – Regional Economic Development Committee
 - Northwestern Ontario Municipal Association

The Committee has recommended that existing practices continue as prescribed in the current By-Law. Based upon current practice, this would typically mean that one Councillor will be compensated for per diem expenses to attend these meetings, unless otherwise specified in policy, or by Council. Council will continue to have discretion to determine areas where additional Councillors may be compensated for their participation with specific organizations, or meetings. The Committee recommended that the applicable compensation should be clearly specified in these instances. Doing so will ensure that all Councillors are aware of the cost implications, will clearly identify the scope and duration, and will facilitate reimbursement, and compensation for those participating.

4. OMERS eligibility was discussed, and it is important to note that in order for Councillors to participate in the plan, the Mayor must participate. Councillors on the committee indicated that the decision to participate was based on individual circumstances (e.g. if they are already receiving a pension). Mayor Avis indicated that for Councillor who serves multiple terms, there

is a clear benefit to participating, especially for individuals who own or work for an organization that doesn't have a pension plan. It is recommended that the current practices utilized by OMERS be followed going forward.

5. Current By-Laws. As the current By-Law 53/86, related to OMERS is out of date, and doesn't accurately reflect practice, and current legislation, it is recommended that it be rescinded, and replaced with an updated By-Law reflecting the current Provincial legislative framework, and updated Council remuneration practice. In addition, it is recommended that Schedule A of By-Law 02/10 be amended to reflect the recommendations of the Committee identified herein.

Council approval of this report will agree to the recommendation of the Council Remuneration Committee to approve the proposed changes to Council Remuneration.



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

June 12, 2018

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

Attention: Mr. Doug Herr
Environmental and Facilities Superintendent

Dear Doug:

**Re: Fort Frances Wastewater Treatment Facility
May 2018 Monthly Report**

As per the operating agreement, the attached document is the May 2018 monthly report for the Fort Frances Wastewater Treatment Facility.

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

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

Yours truly,

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

Kelly Cunningham
Team Lead

For Larry Wachter
Sr. Operations Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
May 2018 Monthly Operations Report**

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of May 2018; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

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

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

LABORATORY

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

MAY 2018 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD ₅	2.6 mg/L	25 mg/L	15 mg/L	15.9 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	8.2 mg/L	25 mg/L	15 mg/L	56.3 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.20 mg/L	1.0 mg/L	0.9 mg/L	1.36 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	10.93 mg/L 2.97 mg/L					
Total Cl ₂ Residual		<0.01 mg/L (when in use)				
E-Coli		67.7 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 7.3 to 7.8; average pH was 7.6		
Temperature degrees C				Temperatures ranged from 8.0 to 11.0 C; average temperature of effluent was 9.1 C		

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

WASTEWATER LIQUID PROCESS

The average daily flow for May was 6807.3 m³/day. This represents 76% of the design average flow. Total treated flow for the month was 210932 m³.

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

**The Town of Fort Frances accepted an additional 204.6 m³ of sewage from the New Gold mine site into the collection system in May. The dates of the discharges and lab analyses have not been provided.

INVENTORY

Chemical	End of Month Status	Units
Hypochlorite	1170 +/- @ 8.0% + 2 x 205 L @ 12%	Liters
Alum	7.7 +/- @ 55 %	Cubic meters
Polymer	4 x 205 L drums	Liters

MAINTENANCE

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

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash on the Fournier press
- Cleaned DO probes
- Drained and inspected teacup
- Grouted some tiles front steps
- 2 new batteries installed for head works emergency lights
- The town serviced John Deere tractor
- New PDC was installed for UV Bank C
- Cleaned clarifier lids
- Cleaned launder channels
- Replaced belts both head works exhaust fans
- Calibrated Armstrong Monitoring gas heads
- Garage floor drain was repaired by town plumber
- Replaced tubing influent sampler
- Calibrated DO probes
- Replaced the UPS for the main plant controller panel
- New sump pump 2 replaced main building basement
- Replaced faucet in locker room

Pump Stations:

- Ran gensets
- Changed seal water strainers
- Fuel filters were replaced on all lift station gensets by Peterbilt

PROCESS AND OPTIMIZATION ISSUES

The Town has asked Associated Engineering to arrange for a Fournier press technician to come back to complete optimization.

SLUDGE SUMMARY

Asselin Storage and Transportation Limited hauled a calculated total of 129.7 m³ (12 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 18.0 % TS for the month but slump test results from the landfill have not been provided.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

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

COMMENTS

Plant power consumption for the month was 582 (x 180 multiplier) kWh.

The Town has asked Associated Engineering to arrange for a Fournier press technician to come back to complete optimization.

REPORTS

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

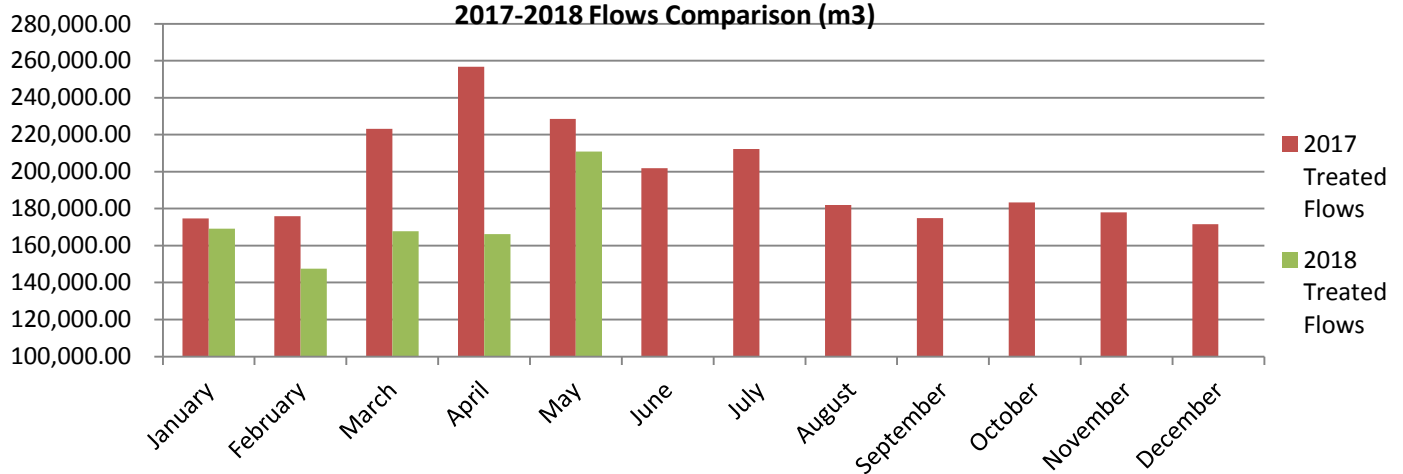
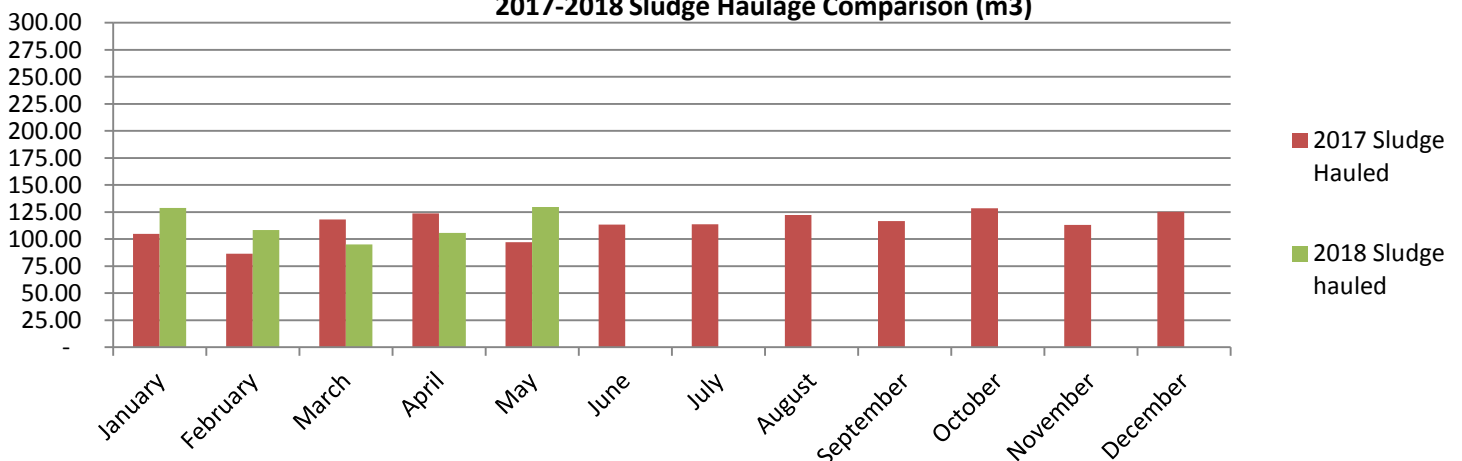
Fort Frances WPCP Equipment Run Time Report (on-file at plant)

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

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

2017-2018 Comparison Chart

Month	2017 Treated Sewage	2018 Treated Sewage	% Variance 2017 to 2018	2017 Hauled Sludge	2018 Hauled Sludge	% Variance 2017 to 2018
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	174,745.00	169,201.00	-3%	104.90	128.90	23%
February	175,956.00	147,497.00	-19%	86.50	108.30	25%
March	223,183.00	167,707.00	-33%	118.10	95.00	-20%
April	256,759.00	166,292.00	-54%	123.70	105.70	-15%
May	228,551.00	210,932.00	-8.35%	97.20	129.70	33.44%
June	201,914.00			113.50		
July	212,264.00			113.80		
August	181,956.00			122.20		
September	174,796.00			116.50		
October	183,450.00			128.50		
November	177,999.00			113.10		
December	171,598.00			125.10		
Totals	2,363,171.00	861,629.00	-174%	1,363.10	567.60	-58%

2017-2018 Flows Comparison (m3)**2017-2018 Sludge Haulage Comparison (m3)**

Month	Sewage Flows Year 2018					Usage	Calculated	Sludge	Removal Efficiency	
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	Bins	CBOD5 0.966965174	
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Hauled	Suspended Solids 0.956670035	
	m3	m3	Volume ML	Volume ML	ML		M3		Total Phosphorus 0.932492582	
January	5458.1	5955	169201		169201	61%	128.9	13		
February	5267.8	5685	147497		147497	59%	108.3	11		
March	5409.9	6024	167707		167707	60%	95.0	9		
April	5543.1	6269	166292		166292	62%	105.7	11		
May	6804.3	13977	210932		210932	76%	129.7	12		
June						0%				
July						0%				
August						0%				
September						0%				
October						0%				
November						0%				
December						0%				
Sum				0	861629		567.6	56		
Average	5697		172326		172326	63%	113.5	11.2		
Max		13977	210932		210932			13		
C of A	9000	18000								

Month	BOD5/CBOD5			Suspended Solids			Total Phosphorus			Nitrogen		E. Coli
	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Geo Mean
	BOD	CBOD	CBOD	S.S	S.S	S.S	T.P	T.P	T.P	TKN	Total N	Counts
	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	(kg/day)	(mg/L)	(mg/L)	/100ml
January	102.6	3.3	18.1	155.8	6.4	34.8	2.64	0.22	1.19	19.4	8.1	69.5
February	112.0	2.5	13.0	157.2	6.2	32.5	2.82	0.17	0.87	21.8	11.1	14.1
March	104.5	3.1	16.7	156.5	7.6	41.4	2.73	0.16	0.86	19.1	12.6	14.1
April	103.6	5.1	28.1	167.2	5.9	32.7	2.79	0.16	0.86	19.3	13.1	32.8
May	79.8	2.6	15.9	154.9	8.2	56.3	2.50	0.20	1.36	17.2	10.9	67.7
June												
July												
August												
September												
October												
November												
December												
Sum												
Average	100.5	3.3	18.4	158.3	6.9	39.5	2.7	0.18	1.03	19.4	11.2	39.6
Max	112	5.1	28.1	167.2	8.2	56.3	2.8	0.22	1.36	21.8	13.1	69.5
C of A		25	225		25	225		1.0	9.0	200	6.0	200

MONTH	Residential Waste tonnes	Res %	ICI Waste tonnes	ICI %	Non Community Waste tonnes	Non Com %	Covering Material tonnes	2017			2017		2018		
								2017 Total Tonne	Average last 10 years Total Tonne	2018 Total Tonne	Total Fees	Average last 10 years Fees 2008 to 2017	Total Fees	2018-2017 Tonnes	2017-2016 Fees
JAN	139.64	28.17	345.27	69.65	10.78	2.17	0.00	450.85	360.13	495.69	\$26,266.82	\$17,849.10	\$30,177.28	44.84	\$3,910.46
FEB	125.00	30.75	272.44	67.03	9.02	2.22	0.00	349.66	306.73	406.46	\$20,191.04	\$15,355.62	\$23,347.65	56.80	\$3,156.61
MAR	153.37	33.09	297.91	64.27	12.26	2.64	0.00	466.01	411.69	463.54	\$28,951.58	\$21,321.44	\$27,716.10	-2.47	-\$1,235.48
APRIL	209.71	36.79	350.77	61.54	9.52	1.67		630.91	574.04	570.00	\$40,385.84	\$30,505.60	\$35,930.07	-60.91	-\$4,455.77
MAY	283.13	40.20	406.85	57.77	14.28	2.03	0.00	741.59	719.34	704.26	\$43,112.32	\$36,978.61	\$42,835.55	-37.33	-\$276.77
JUNE		#DIV/0!		#DIV/0!		#DIV/0!		663.02	846.85	0.00	\$40,162.52	\$38,270.35		-663.02	-\$40,162.52
JULY		#DIV/0!		#DIV/0!		#DIV/0!		588.46	673.76	0.00	\$37,823.17	\$37,267.74		-588.46	-\$37,823.17
AUG		#DIV/0!		#DIV/0!		#DIV/0!		671.06	657.07	0.00	\$39,355.84	\$34,723.56		-671.06	-\$39,355.84
SEPT		#DIV/0!		#DIV/0!		#DIV/0!		637.12	651.51	0.00	\$41,057.14	\$34,879.94		-637.12	-\$41,057.14
OCT		#DIV/0!		#DIV/0!		#DIV/0!		655.43	803.03	0.00	\$40,341.88	\$40,187.03		-655.43	-\$40,341.88
NOV		#DIV/0!		#DIV/0!		#DIV/0!		370.13	569.91	0.00	\$24,926.28	\$29,432.34		-370.13	-\$24,926.28
DEC		#DIV/0!		#DIV/0!		#DIV/0!		330.97	416.38	0.00	\$19,868.57	\$21,716.47		-330.97	-\$19,868.57
Average per monthly	182.17	29.46	334.65	68.34	11.17	2.20	0.00	546.27	582.54	220.00	\$33,536.92	\$29,873.98	\$32,001.33	38.26	-39,063.47
Total	910.86		1673.24		55.86		0.00	6555.20	6990.45	2639.96	\$402,443.00	\$358,487.81	\$160,006.65	-3915.25	-\$242,436.35
Town of Fort Frances Tonnage	2584.10										\$402,443.00 Actual		\$160,006.65		
											\$391,084.00 Budget		\$396,950.00		
Total Tonnage	2639.96										\$402,443.00 Forecasted		\$384,015.96		
Residential Tonnage	910.86	34.50%													
ICI Tonnage	1673.24	63.38%													
Coverage material	0.00														

Sewer & Water Data for 2018

up-dated June 27, 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	8275.0	266.9	6.94%	4630.0	-5544.0	50021.0	1613.6
February	28	147497	5267.75	8365	298.75	5.67%	107410.0	3836.1	8275.0	295.5	7.70%	3730.0	-27459.0	40087.0	1431.7
March	31	167707	5409.90	10261	331.00	6.12%	124800.0	4025.8	8260.0	266.5	6.62%	11240.0	-55476.0	42907.0	1384.1
April	30	166292	5543.07	11686	389.53	7.03%	115850.0	3861.7	8260.0	275.3	7.13%	7520.0	-90467.0	50442.0	1681.4
May	31	210932	6804.26	12612	406.84	5.98%	112970.0	3644.2		0.0	0.00%	-4020.0	-17619.0	97962.0	3160.1
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	861629		53144			580210.0		33070.0			-787530.0	-1602949.0	281419.0	771.0
Monthly Average		172325.8	2373.59	10628.8	146.32		116042.0	1601.0	8267.5	92.0		-63895.8	-125045.2	23451.6	772.6

Aircraft Landings 2018
As of June 27, 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	73	90	69	249	336	199	0	10	0	5	4	17	43	50	34	6	14	3	57	51	55	184	178	192	6
1/4 Total	207	246	208	634	978	693	0	11	2	10	7	21	155	124	99	11	18	7	186	138	140	569	477	524	92
April	77	67	81	270	289	288	0	0	7	7	18	8	42	40	47	6	4	3	42	41	40	174	186	201	-12
May	77	87	88	276	389	309	4	8	4	19	8	9	35	50	37	28	0	32	54	54	59	217	229	259	-12
June		82	76		324	273		10	0		16	30		38	38		14	77		63	52	0	273	328	-273
1/2 Total	361	482	453	1180	1980	1563	4	29	13	36	49	68	232	252	221	45	36	119	282	296	291	960	1165	1312	-205
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	361	713	687	1180	2763	2317	4	43	22	36	116	173	232	390	378	45	234	301	282	439	442	960	2003	2198	-1043
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	361	918	908	1180	3498	3233	4	49	27	36	136	203	232	498	476	45	252	326	282	561	556	960	2496	2697	-1536

Fort Frances Airport- Page 2/2 - Fuel Sales - As of June 27, 2018																				
Fuel Sales Recap - 2018										2018	2017	2016	2015	2014	2013	2012	2011	2010	9 year	Variance
	100LL		Jet Trk		Jet Cab		Month	Year		per	per	per	per	per	per	per	per	per	Average	2018-2017
Month	Liters	Total	Liters	Total	Liters	Total	Total	Total		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	12,177	-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	9,995	3,783
March	226	858	9,572	41,723	0	100	9,798	42,681		9,798	21,928	13,255	17,795	10,508	12,077	9,329	10,390	15,539	13,023	-12,130
April	391	1,249	10,007	51,730	0	100	10,398	53,079		10,398	13,102	8,592	13,219	8,377	4,453	8,251	5,294	24,825	10,719	-2,704
May	2,919	4,168	21,920	73,650	0	100	24,839	77,918		24,839	21,362	24,681	16,161	29,753	18,350	21,891	19,790	25,375	22,624	3,477
June		4,168		73,650		100	0	77,918			27,380	26,015	45,698	30,789	22,786	23,537	25,723	27,768	28,010	-27,380
July		4,168		73,650		100	0	77,918			24,642	29,002	28,150	14,441	19,232	32,650	19,124	30,455	24,736	-24,642
August		4,168		73,650		100	0	77,918			23,029	21,119	36,638	20,450	20,075	30,783	21,467	33,139	26,106	-23,029
September		4,168		73,650		100	0	77,918			13,489	21,325	24,238	21,837	18,005	19,431	22,511	23,363	20,348	-13,489
October		4,168		73,650		100	0	77,918			16,604	30,655	8,216	15,472	13,109	11,325	13,677	15,033	16,155	-16,604
November		4,168		73,650		100	0	77,918			9,924	22,349	11,616	7,238	6,398	8,170	6,785	17,747	11,220	-9,924
December		4,168		73,650		100	0	77,918			6,560	13,797	7,592	6,849	2,028	8,179	2,446	7,641	6,965	-6,560
Total	4,168		73,650		100		77,918				216,198	230,222	229,246	189,561	149,926	190,716	158,202	237,638	202,077	-138280
								Jan to May	77,918		94,570	65,960	67,098	72,485	48,293	56,641	46,469	82,492	68,537	-20129

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