

TOWN OF FORT FRANCES

AGENDA - November 26, 2018

MEETING - Council Chambers , Civic Centre

Page

1. **COUNCIL MEETING**

(Session No. 096) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

1.3 Non-agenda items identified to be considered later in this meeting

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. **Delegations/Deputations:**

2.1 Public Meeting - 357/358 Applications for Tax Adjustment re: 560 Webster Avenue (2018)

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- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2018 taxes under Section 357/358 of the Municipal Act for property located at 560 Webster Avenue resulting from an unfinished allowance for extensive renovations to the structure.

2.2 Citizen of the Year Presentation

3. **Consent Agenda:**

3.1 Items Referred from Committee of the Whole

4. **Approval of Council Minutes: ***

4.1 Session No. 095 dated November 13, 2018

5. **Approval of Committee of the Whole Minutes: ***

5.1 Session Nos. 137 and 138 both dated November 13, 2018

6. **Resolutions from tonight's Committee meeting**

7. **By-Laws:**

7.1 By-law 58/18 - Being a by-law to establish and regulate the Town of Fort Frances Fire & Rescue Service, and to repeal by-law 31/10.

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7.2 By-law 59/18 - Being a by-law to approve a services agreement with Ontario Clean Water Agency for operations & maintenance of wastewater treatment facility and for overall responsible operator

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designation.

8. Information Correspondence:

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|-----|--|---------|
| 8.1 | AMO Communications | 59 - 68 |
| | - Queen's Park This Week | |
| | - Cannabis Retail Regulations Released | |
| | - Welcome Fire News | |
| | - Provincial Government Releases Fall Economic Statement | |
| | - AMO Watchfile (November 15, 2018) | |

9. Minutes:

- | | | |
|-----|--|---------|
| 9.1 | Administration and Finance Executive Committee dated November 6, 2018. | 69 - 71 |
| 9.2 | Planning & Development Executive Committee - October 1, 2018 | 72 - 73 |
| 9.3 | Operations & Facilities Executive Committee - November 7, 2018 | 74 - 75 |
| 9.4 | Fort Frances Senior Centre Board of Management - October 9, 2018 | 76 - 77 |
| 9.5 | Downtown BIA - AGM & Board of Management Meeting (October 17, 2018) | 78 - 80 |

10. Non-agenda Items

11. ADJOURNMENT

12. * Previously distributed to Council

13. ** Items can be viewed by contacting the Clerk



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/122**

TO: Mayor Avis & Members of Council
FROM: Laurie Lindberg, Treasurer
DATE: November 20, 2018
SUBJECT: 357/358 Applications for Tax Adjustment
 Re: 560 Webster Ave (2018) Roll# 5912-010-002-11500-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2018 taxes for 560 Webster Ave resulting from an unfinished allowance for extensive renovations to the structure for the period of March 1 to December 3, 2018.

The Municipality may object to the applications for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2018 was mailed to the applicant on October 31, 2018 indicating notification that the public hearing is scheduled for Monday, November 26, 2018.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2018 taxes under Section 357/358 of the *Municipal Act* for property located at 560 Webster Ave resulting from an unfinished allowance for extensive renovations to the structure.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2018 taxes under Section 357/358 of the *Municipal Act* for property located at 560 Webster Ave resulting from an unfinished allowance for extensive renovations to the structure.

Administration & Finance Division
Planning & Development Division
Phone: 807-274-5323
Fax: 807-274-8479

Mailing Address for All Divisions:
Civic Centre
320 Portage Avenue
Fort Frances, ON
P9A 3P9



Operations & Facilities Division
Phone: 807-274-9893
Fax: 807-274-7360

Community Services Division
Phone 807-274-4561
Fax: 807-274-3799

email: town@fortfrances.com
www.fort-frances.com

October 31, 2018

David W. Petsnick
Angela H. Petsnick
1345 Emo Road
Fort Frances, Ontario
P9A 2V8

Dear Mr. & Mrs. Petsnick:


Re: Hearing to Consider Section 357/358 Application

Please be advised that a public hearing has been scheduled for immediately following the Committee of the Whole Meeting of Council on Monday, November 26, 2018 in the Council Chambers located at the Civic Centre, 320 Portage Avenue, Fort Frances. The Committee of the Whole begins at 5:30 p.m.

The Council of the Town of Fort Frances will be conducting the hearing to consider 2018 Section 357/358 Applications, including the application with regard to your property located at 560 Webster Ave. in Fort Frances.

The hearing will give you the opportunity to speak to the application (copy of applications enclosed) if you should so desire.

Sincerely,


Laurie A. Lindberg, CMO
Treasurer

Enc.

2018 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS

Batch #	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	B/A	TOTAL
357/358 Application	2018	1.2.115	-56517	RTEP	0.01652955	0.00170000	-783.19	-80.55						-863.74
							-783.19	-80.55	0.00	0.00	0.00	0.00	0.00	-863.74

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
Taxation Year: <u>2018</u>

Municipality: TOWN OF FORT FRANCES Roll Number: 59-12-010-002-115-00
 Property Address: 560 WEBSTER AVE Applicant Name: DAVE PETSNICK
 Owner Name: ANGELA & DAVID PETSNICK Contact Number: 875-5090
 Mailing Address: 1345 EMO RD Alternative Number: _____
FORT FRANCES ON PRAIRIE Email Address: REVC0@BELLNET.CA

Reason for s357 application: (Check one box – applicable to s357 only)

- | | |
|--|---|
| <input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a) | <input type="checkbox"/> Became vacant or excess land – 357(1)(b) |
| <input type="checkbox"/> Became exempt – 357(1)(c) | <input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1) |
| <input type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i) | <input type="checkbox"/> Mobile unit removed – 357(1)(e) |
| <input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii) | <input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f) |
| <input checked="" type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g) | |

Details of Reason for s357, s358 or s359 application: RENOVATING BUILDING FOR 4 APTS.

Effective from: 03.01.18 to 12.31.18 Applicant Signature: Dave Petsnick Date: 10.02.18
 (MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/>		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other				
		Enter Revisions Below		<input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>RTEP</u>			<u>181,444</u>					
Revised:				Reason for Change:				
Reason Original Assessment Revised:								

TREASURER'S REPORT ON TAX LIABILITY						
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	(Days)/ Months	Tax Adjustment	Original Levy	
<u>RTEP</u>	<u>-56,517</u>	<u>.01822955</u>	<u>306</u>	<u>863.74</u>	<u>3,307.73</u>	

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount \$ 863.74

Comments: _____

Treasury Position: Treasurer Signature: Laura A. Lindberg Date: 10.31.18

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): 10.26.18

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s) PETSnick, DAVID WADE
 PETSnick, ANGELA HELENE
 Roll number 5912-010-002-11500-0000
 Property location 560 WEBSTER AVE
 Property description PLAN SM127 LOT 1 PCL 1-1 SEC SM 127
 Municipality/Local taxing authority FORT FRANCES TOWN

Application number
 Application reason Repairs or Renovations
 Received date October 03, 2018
 Claim relief period From: March 01, 2018 - To: December 31, 2018
 Taxation year 2018

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR OT R T	179,898	183,000	180,674	181,449	182,225	183,000
Total	179,898	183,000	180,674	181,449	182,225	183,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR RU R T	123,864	126,000	124,398	124,932	125,466	126,000
Total	123,864	126,000	124,398	124,932	125,466	126,000

MPAC Remarks

MPAC has inspected the property and applied an unfinished allowance for extensive ongoing renovations/changes to the structure. Property remains on permit listing for review in 6 months for completion.

MPAC Representative:
 Date:

Mark Cawston
 October 17, 2018

TOWN OF FORT FRANCES

BY-LAW NO. XX/18

Being a By-Law to establish and regulate the Town of Fort Frances Fire & Rescue Service, and to repeal By-Law 31/10.

WHEREAS paragraph 8 of subsection 10(2) of the *Municipal Act, 2001*, S.O. 2001 c.25, as amended, permits a single tier municipality to pass a by-law with respect to protection of persons and property, and subsection 2(2)(b) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended, permits Council to enact a by-law to establish, regulate and continue a fire department,

AND WHEREAS subsection 5(1) of the *Fire Protection and Prevention Act, 1997* requires a fire department to provide fire suppression services and other such fire protection services as required by the Act,

AND WHEREAS Directives are issued by the Fire Marshal under the authority of clause 9.(1)(b) in the Fire Protection and Prevention Act, 1997 (FPPA) when there is a need to achieve consistency in the application of certain technical or administrative requirements. Directives are issued to “assistants to the Fire Marshal” designated in subsection 11.(1) of the FPPA and it is the responsibility of every ‘assistant to the Fire Marshal’ to follow Fire Marshal's Directives,

AND WHEREAS on November 13, 2018 Council approved a recommendation from the Administration & Finance Executive Committee and the Fire & Rescue Service Steering Committee that this by-law be enacted.

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

DEFINITIONS:

In this by-law, unless the context otherwise requires,

Approved means approved by the Council of the Town of Fort Frances

Chief Administrative Officer means the person appointed by *Council* to act as the chief administrative officer for the *Corporation*

Corporation means the Corporation of the Town of Fort Frances

Council means the Council of the Town of Fort Frances

Fire Chief means the person appointed by *Council* to act as fire chief for the *Corporation*

Fire department means the Fort Frances Fire and Rescue Service

FPPA means the *Fire Protection and Prevention Act*

Fire protection services include fire suppression, fire prevention, fire safety education, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and the delivery of all those services

Member means any person employed in, or appointed to, the *fire department* and assigned to undertake *fire protection services*, and includes *career, part time, and volunteer fire fighters*.

NFPA means *National Fire Protection Association*

Officer means a career *member* appointed by *Council* to act on behalf of the *fire chief* of the *fire department* in the case of an absence or a vacancy in the office of *Fire Chief*.

Part-time fire fighter means a fire fighter who provides *fire protection services* in the absence of a career officer and has the same authority as an officer

Volunteer fire fighter means a fire fighter who provides *fire protection services* under the direction of an *Officer* and/or *Part-time fire fighter*

Motto means a short phrase chosen, which expresses beliefs of the organization.

Core values means the fundamental beliefs of the organization.

Mission means a declaration of the core purpose and focus.

Objectives means a specific result to achieve.

ESTABLISHMENT:

1. A *fire department* for the Town of Fort Frances to be known as the Fort Frances Fire and Rescue Service is hereby established, and the head of the *fire department* shall be known as the *Fire Chief*.
2. The *fire department* shall be structured in conformance with the *approved* Organizational Chart, being Schedule A attached hereto and forming part of this by-law.

CORE SERVICES:

3. The services provision of the Fort Frances Fire and Rescue Service are included in Schedule "B" attached hereto and forming part of this by-law. The services provision commitments outlined will identify specifics of the following:
 - a) Fire prevention activities including inspection and public education consistent with the requirements of subsection 2.(1)(a) of the *Fire Protection and Prevention Act, 1997* as amended.
 - b) Fire suppression activities defined by local needs and circumstances meeting the intent of subsection 2.(1)(b) of the *Fire Protection and Prevention Act, 1997* as amended.
 - c) Rescue functions defined by local needs and circumstances meeting the intent of Section 2.(1)(b) of the *Fire Protection and Prevention Act 1997* as amended.

TERMS & CONDITIONS OF EMPLOYMENT:

4. In addition to the *fire chief*, the *Council* shall appoint such other *officers* and *members* as may be deemed necessary by the Council.
5. The *fire chief* may recommend to the *Council* the appointment of any qualified person as a *member* of the *fire department*, subject to the *approved* hiring policies of the Town of Fort Frances.
6. Persons appointed as *members* of the *fire department* to provide *fire protection services* shall be on probation for a period of 12 months, during which period they shall take such special training and examinations as may be required by the *fire chief*.

7. If a probationary member appointed to provide *fire protection services* fails any such examinations, the *fire chief* may recommend to *Council* that his/her appointment be terminated.
8. The remuneration of the *part time* and *volunteer* members shall be as determined from time to time by *Council*.
9. Working conditions and remuneration for all fire fighters defined in Part IX of the *Fire Protection and Prevention Act* shall be determined by *Council* in accordance with the provisions of Part IX of the *Fire Protection and Prevention Act*, and applicable sections of the *Employment Standards Act*.

It is expected that all members of the Fort Frances Fire & Rescue Service will maintain a fitness level consistent with the expectations of NFPA 1582. The Fire Chief may request a certificate of fitness from a member.

10. Volunteer / Part-time members employment is governed by the current Volunteer Firefighter Policy.
11. Career members employment is governed by the current collective agreement between the Corporation of the Town of Fort Frances and the Fort Frances Professional Firefighters Association.

GENERAL DUTIES & RESPONSIBILITIES:

12. The *fire chief* is ultimately responsible to *Council*, through the *Chief Administration Officer* for proper administration and operation of the *fire department* including the delivery of *fire protection services*.
13. The *fire chief* shall implement all *approved* policies pertaining to the administration and operation of the *fire department* and shall develop such policy documents, operational guidelines, fire chief's directives and departmental rules as necessary to ensure the appropriate direction, care and protection of all *fire department* personnel and *fire department* equipment.
14. The *fire chief* shall periodically review all policy documents, operational guidelines, fire chief's directives of the *fire department* and may establish an advisory committee consisting of such members of the *fire department* as the *fire chief* may determine from time to time to assist in these duties.
15. The *fire chief* shall submit to the *Chief Administration Officer* and *Council* for approval, the annual budget estimates for the *fire department*, statistical reports and any other specific reports requested by the *Chief Administration Officer* or *Council*.
16. Each *member* of the *fire department* is the responsibility of the *fire chief* and is under the direction of the *fire chief* or a member designated by the *fire chief*. Designated members and/or members shall report to the *fire chief* on divisions and activities under their supervision and shall carry out all orders of the *fire chief*.
17. Where the *fire chief* designates a member to act in the place of an officer or the *fire chief* in the *fire department*, such member, when so acting, has all of the powers and shall perform all duties of the officer replaced.
18. The *fire chief* may reprimand, suspend or recommend dismissal of any member for infraction of any provisions of this by-law, policies, operational guidelines, general orders and departmental rules that, in the opinion of the *fire chief*, would be detrimental to discipline or the efficiency of the *fire department*.

19. Following the suspension of a member, the *fire chief* shall immediately report, in writing, the suspension or recommendation of dismissal to the *Chief Administration Officer and Council*.
20. The procedures for termination of employment prescribed in Part IX of the Fire Protection and Prevention Act shall apply to all firefighters defined in Part IX of the Fire Protection and Prevention Act.
21. The *fire chief* shall take all proper measures for the prevention, control and extinguishing of fires and the protection of life and property and shall exercise all powers mandated by the *Fire Protection and Prevention Act, 1997* and the *fire chief* shall be empowered to authorize:
 - a) Pulling down or demolishing any building or structure to prevent the spread of fire.
 - b) All necessary actions which may include boarding up or barricading of buildings or property to guard against fire or other danger, risk or accident, when unable to contact the property owner.
 - c) Recovery of expenses incurred by such necessary actions for the *Corporation* in the manner provided through the *Municipal Act, 2001* and the *Fire Protection and Prevention Act, 1997*.
 - d) For the purposes of determining origin, cause, or circumstances of any fire or explosion, if it is deemed necessary to retain a private contractor, rent/lease heavy and or specialized equipment, specialized services, and associated persons to complete fire cause determination by the Fire Chief or delegate as described in Section 14 of the FPPA.
22. The *fire department* shall not respond to a call with respect to a fire or emergency outside the limits of the municipality except with respect to a fire or emergency:
 - a) That, in the opinion of the *fire chief* or designate of the *fire department*, threatens property in the municipality or property situated outside the municipality that is owned or occupied by the municipality.
 - b) In a municipality with which an *approved* agreement has been entered into to provide *fire protection services* which may include automatic aid.
 - c) On property with which an *approved* agreement has been entered into with any person or corporation to provide *fire protection services*.
 - d) At the discretion of the *fire chief*, to a municipality authorized to participate in any county, district or regional mutual aid plan established by a fire co-ordinator appointed by the fire marshal or any other similar reciprocal plan or program.
 - e) On property beyond the municipal boundary where the *fire chief* or designate determines immediate action is necessary to preserve life or property and the appropriate department is notified to respond and assume command or establish alternative measures, acceptable to the *fire chief* or designate.
 - f) A firefighter or such other person as may be authorized by the fire chief may, without a warrant, enter on lands or premises that are outside the territorial limits of the municipality of the fire department that employs the firefighter or fire chief for the purposes of fighting a fire or of providing rescue or emergency services on such lands or

premises if, in the opinion of the fire chief / incident commander, the fire or emergency threatens persons, property or the environment within the territorial limits of the municipality served by the fire department; or there is no fire department or other emergency response capability for the area in which the lands or premises are situated.

23. Any person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to the penalty provided by the *Provincial Offences Act*, R.S.O. 1990, c.P.33 as may be amended from time to time.

24. Where the provisions of this by-law conflict with any other by-law of the Corporation, the provisions of this by-law shall supersede and prevail over that other by-law on the extent of the conflict.

25. If any part or clause of this by-law is found to exceed the authority of the Corporation, or is otherwise found to be unenforceable, such section or part or item shall be deemed to be severed from this by-law and all other sections or parts of this by-law shall be deemed to be separate and independent and to be enacted as such.

26. Town of Fort Frances By-Law No. 31/10 is repealed.

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

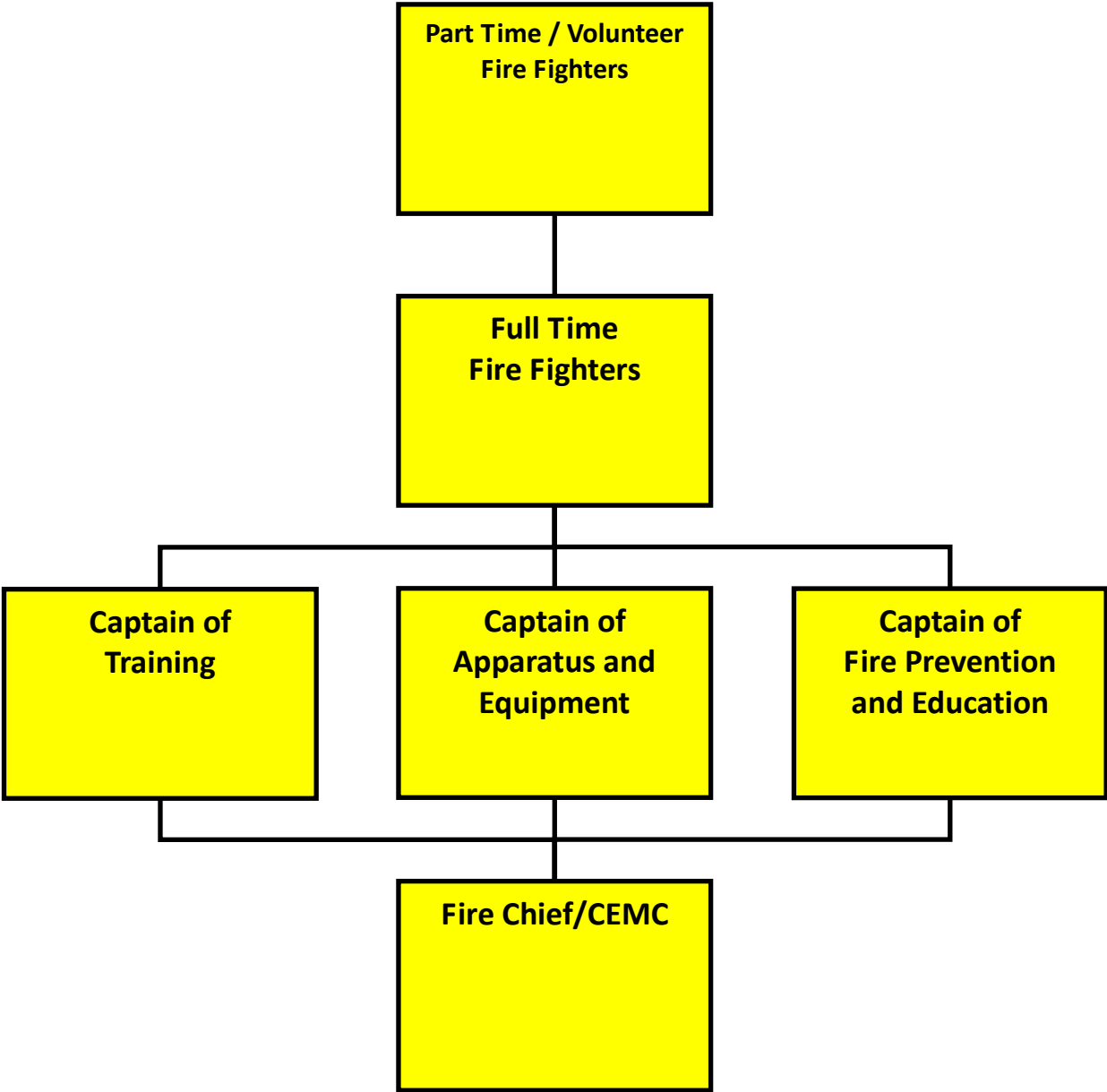
READ THREE TIMES and finally passed in open Council this 26th day of November 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES BY-LAW NO. XX/18 SCHEDULE “A”

FORT FRANCES FIRE & RESCUE SERVICE
ORGANIZATIONAL CHART



TOWN OF FORT FRANCES BY-LAW NO. XX/18 SCHEDULE “B”**Fire Protection Services for Town of Fort Frances**

- I. The Fort Frances Fire and Rescue Service will provide fire protection and prevention services to the community in the following manner:

To meet the mandatory requirements of the *Fire Protection and Prevention Act, 1997*, (the Act), the Fort Frances Fire and Rescue Service:

1. Shall provide fire service inspections on the basis of request and complaint as per the requirements of Section 2.(1)(a) of the FPPA and the departmental operating guideline for fire prevention.
 2. Shall provide annual inspections and witnessed fire drills in designated vulnerable occupancies as described in Part 9 of the Ontario Fire Code and the departmental fire prevention policy.
 3. Endeavor to provide an in-service inspection program where all of the commercial occupancies are visited at least once every two years to ensure compliance with the *Ontario Fire Code* in accordance with section 2.(1)(a) of the FPPA and the departmental operating guideline for fire prevention.
 4. Shall provide annual fire inspections, and plan review of assembly, institutional, and high-density residential occupancies in accordance with the intent of section 2.(1)(a) of the FPPA and the departmental guideline for fire prevention.
 5. Shall provide public education in accordance with the intent of section 2.(1)(a) of the FPPA and the departmental operating guideline for fire prevention.
 6. Endeavor to establish and maintain a smoke alarm program in accordance with the intent of section 2.(1)(a) of the FPPA and the departmental operating guideline for fire prevention.
 7. Endeavor to provide regular fire safety information to be available at the various public establishments in accordance with the intent of section 2.(1)(a) of the FPPA and the departmental operating guideline for fire prevention.
 8. Endeavor to work with district partners to provide and enhance fire and life safety education to service users.
 9. Shall provide all of the prior listed services to areas within the jurisdictional boundaries of Fort Frances, the area identified in the Fort Frances Airport Emergency Plan, and properties outside the municipal boundaries of Fort Frances that are owned by the Town of Fort Frances or have contracted with the Corporation of the Town of Fort Frances to have the Fort Frances Fire and Rescue Service provide fire prevention services.
- II. To meet the requirements of the local needs and circumstance as defined by the intent of the FPPA in Section 2.(1)(b), the Fort Frances Fire and Rescue Service shall provide fire protection and rescue services in the following format.
1. Shall provide interior structural fire fighting service with rescue if adequately trained resources are available as established by the departmental operating guidelines.

**TOWN OF FORT FRANCES BY-LAW NO. XX/18 SCHEDULE “B” page
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2. Shall provide exterior structural fire fighting services with no expected rescue in circumstances where adequate resources are not available to provide interior services with rescue, or when fire has progressed beyond a tenable environment for fire fighters to enter. Direction is provided in the established departmental operating guideline.
3. Shall provide fire suppression services on road, rail, air, and marine transportation systems in accordance with the departmental operating guideline.
4. Will respond to motorized vehicle crashes in the Town of Fort Frances. Shall provide vehicle extrication and rescue services in accordance with the departmental guideline. These services to be provided within the Town of Fort Frances. These services to be provided outside the Town of Fort Frances when requested by other agencies.
5. Shall provide support functions for motor vehicle crashes as identified by the departmental operating guidelines.
6. Endeavor when requested to provide scene protection including, scene isolation, scene security, and traffic control as allowed by the Act, the *Occupational Health and Safety Act*, and the *Highway Traffic Act* and the departmental operating guideline.
7. Shall provide wild land fire protection as identified in the departmental operating guideline and any subsisting agreement for that purpose with the Queen in Right of Ontario as represented by the Ministry of Natural Resources and Forestry.
8. Will try to conscientiously establish the origin and cause of every fire based on the availability of resources as defined by departmental operating guidelines.
9. Shall provide nuisance fire suppression. This will include landfill fires, dumpster fires, and farm product fires that cannot be treated as wild land fires and require respiratory equipment. Response to these incidents will be in accordance with the departmental operating guideline.
10. Shall provide medical tiered response services in accordance with the Tiered Response Agreement with Rainy River District Social Services Administration Board (RRDSSAB).
11. Endeavor to provide hazardous materials response to an awareness level, consistent with the NFPA 472 standard, which will allow for initial response to all incidents, to recognize and detect the presence of hazardous materials/weapons of mass destruction (WMD), protect all Fort Frances Fire and Rescue Service personnel, call for trained personnel, and secure the area as identified in the departmental operating guideline, and if adequately trained resources are available.
12. Endeavor to provide water and ice rescue response to a shore base, and craft base level consistent with the NFPA 1006 Chapters 11 and 14, level I & II professional qualifications and/or the departmental operating guideline, and if adequately trained resources are available.

**TOWN OF FORT FRANCES BY-LAW NO. XX/18 SCHEDULE “B” page
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13. Shall provide ladder / aerial ladder rescue as defined by the departmental operating guideline, and if adequately trained resources are available.
14. Shall provide elevator rescue services in accordance with the departmental operating guideline.
15. Endeavor to provide assistance and support to other agencies that is consistent with the departmental operating guideline, and if adequately trained resources are available. This may include assistance to Operations & Facilities Division, Fort Frances Power Corporation, the OPP, Hydro One, MNR, MOE, MTO, MOL, or other applicable public agencies.
16. Shall provide all of the prior listed services to areas within the jurisdictional boundaries of Fort Frances, the area identified in the Fort Frances Airport Emergency Plan, and properties outside the municipal boundaries of Fort Frances that are owned by the Corporation. This clause extends to responses, which the owner of the property has contracted with the Corporation to have the Fort Frances Fire and Rescue Service provide specific identified services. This clause includes the Ministry of Transportation in Ontario for highway responses for vehicle extrications, and response will only be initiated if adequate personnel are available to maintain service levels in the Town of Fort Frances.
17. Due to the fire rescue services reliance upon part-time / volunteer firefighters, the topographic and geographic configuration of the Town, the level of firefighters training, the level and amount of equipment at the fire rescue services disposal, available resources, and other budgetary constraints, the services listed in Schedule “B”, although approved, may be provided as “Limited Services” as defined in this By-law.
18. The Town of Fort Frances accepts no liability for the delay or inability to supply the services set out in Schedule “B” of this By-law due to the provision of its approved services as limited services or due to the existence of unsafe conditions encountered on route, environmental factors and impeded access.

TOWN OF FORT FRANCES BY-LAW NO. XX/18 APPENDIX “A” page 1 of 1

Town of Fort Frances Fire & Rescue Service Motto*PRIDE AND HONOUR***Town of Fort Frances Fire & Rescue Service Core Values**

- **PROFESSIONALISM:** The Fort Frances Fire & Rescue Service demands the highest standards of excellence, integrity, commitment, and dedication from all its employees. As professionals, we must treat all others with respect and dignity. The public and taxpayers deserve nothing less.
- **INTEGRITY:** The Fort Frances Fire & Rescue Service is entrusted with protecting the public and enforcing fire and other related codes. Each member has a personal responsibility to demonstrate the highest ethical standards to inspire confidence and trust in each other and in the public, we serve.
- **RESPECT:** Each member of our fire and rescue service should be treated with consideration and respect. Personnel must be free to contribute fully to this fire and rescue service without any fear or disrespect. All employees must respect the dignity and rights of co-workers and the public they serve.
- **ACCOUNTABILITY:** In carrying out our mission, and objectives ... all employees must hold themselves accountable to the public, taxpayers and personally for their actions.
- **PARTNERSHIP:** The Fort Frances Fire & Rescue Service recognizes that its success requires a diverse, coordinated team committed to the highest standards of trust, hard work, co-operation, and communication working together with external stakeholders to achieve common goals.
- **INNOVATION:** The Fort Frances Fire & Rescue Service Team strives to work creatively, proactively, and effectively in providing services to the public. We are committed to finding flexible, efficient, and innovative approaches to providing fire safety.

Town of Fort Frances Fire & Rescue Service Mission

Committed to the protection of lives, property, the environment, and the economy in the Town of Fort Frances through Fire Prevention, Public Education, and Emergency Response, utilizing available resources in an efficient and effective manner.

Town of Fort Frances Fire & Rescue Service Objectives

- Aim for the highest professional standards in service delivery and internal management.
- Develop a comprehensive life and property protection service with continuous review to identify the municipality's changing fire service requirements.
- Promote the coordinated effort of all staff and resources in the fires service to ensure the effectiveness of our fire and public safety mission.
- Maintain a comprehensive training program to adequately educate personnel in the latest knowledge and techniques in performing their duties.
- Develop and maintain good working relations with all federal, provincial, district, and municipal departments, utilities and agencies.
- Prepare maintenance programs to ensure the preparedness of all equipment required in the delivery of fire and public safety.
- Maintain a comprehensive fire prevention and public education program to ensure community needs are met.

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve a services agreement with Ontario Clean Water Agency for operations & maintenance of wastewater treatment facility and for provisional overall responsible operator for the water treatment & distribution systems).

WHEREAS on July 9, 2018, Council awarded a contract for the operations and maintenance of the Town of Fort Frances Wastewater Treatment Facility and to provide provisional Overall Responsible Operator services for the Town’s Wastewater Collection System as well as the water distribution, and Water Treatment Plant to Ontario Clean Water Agency (“OCWA”) - Tender 18-OF-06;

AND WHEREAS pursuant to Ontario Regulation 129/04 under the *Ontario Water Resources Act*, Council must designate an overall responsible operator for the sewage collection system,

AND WHEREAS OCWA has prepared an agreement under which they will provide staff to serve as “overall responsible operator” for the Town.

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

- 1. That the contract with Ontario Clean Water Agency in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

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

READ THREE TIMES and finally passed in open Council this 26th day of November 2018.

R. Avis, Mayor

E. Slomke, Clerk

SERVICES AGREEMENT
BETWEEN
ONTARIO CLEAN WATER AGENCY
A N D
THE CORPORATION OF THE TOWN
OF FORT FRANCES

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of January, 2019 (the “Effective Date”),

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

(“OCWA”)

A N D

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “Client”)

RECITALS

- (a) OCWA is in the business of providing management, operations and maintenance services for wastewater facilities and Overall Responsible Operator (“ORO”) Services for wastewater collection and water treatment systems.
- (b) The Client is the owner of the Fort Frances Water Pollution Control Plant, Wastewater Collection Systems and Water Treatment Plant more particularly described in Schedule A (the “Facilities”).
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities and to provide ORO services, where needed, in accordance with the provisions of this agreement (the “Agreement”).
- (d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the _____ day of _____ passed By-Law No. _____ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF OCWA

Section 2.1 - Retention of OCWA

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Water Pollution Control Plant.
- (b) The Client also retains OCWA to provide staff who will act as the ORO pursuant to Section 23 of O.Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) in respect of the Water Pollution Control Plant. In addition, OCWA will act as provisional ORO in respect of the Wastewater Collection Systems and Water Treatment Facilities.
- (c) In providing operational services to the Facilities and acting as ORO (where needed), OCWA will provide the services set out in Schedule C to this Agreement (the “Services”). The Client acknowledges and agrees that OCWA bears no responsibility for the design of the Facilities.
- (d) OCWA staff who act as ORO of the Facilities will have certification levels equivalent to the class of the Facilities to enable them to provide the Services.
- (e) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Sections 4.6 and 4.7 herein;
 - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facilities, unless the failure is due to OCWA’s negligent maintenance;

- (iv) the wastewater transmitted to the Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities' treatment processes;
- (v) the wastewater transmitted to the Facilities for treatment does not meet the requirements of the Client's sewer use by-law or any Environmental Law;
- (vi) the quantity or quality of wastewater transmitted to the Facilities exceeds the Facilities' design or operating capacity;
- (vii) when OCWA is acting as provisional ORO in respect of the Wastewater Collection Systems and Water Treatment Facilities;
 - I. the Client's water treatment operators and wastewater collection operators (individually, the "Client's Employee," or collectively, the "Clients' Employees") not carrying out their duties and responsibilities under the terms of this Agreement, when OCWA is acting as ORO;
 - II. the Clients' Employees do not carry out OCWA's instructions;
 - III. lack of adequate response by the Client or the Client's Employees to a concern raised by OCWA in respect of the Client's Employees or any other matter related to the operation of the Facilities, or any other matter which, in OCWA's sole opinion, affects the provision of Services as contemplated herein.
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA shall advise the Client

as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - OCWA as Independent Contractor

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - Authorized Representatives

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the “Authorized Representative(s)”). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party’s Authorized Representative until such time as it receives a written notification of change of the other Party’s Authorized Representative.

Section 2.5 - Indemnification of the Client

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA’s negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA’s commencement of the Services (a “Pre-existing Condition”), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client’s directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as set out in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the “Insurance”) and the Client shall be an additional insured under the Commercial General Liability and Contractor’s Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or a price increase.
- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.
- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA’s Commercial General Liability and Contractor’s Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA’s Commercial General Liability and Contractor’s Pollution Liability insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (e) No later than thirty (30) days following the Effective Date of this Agreement, the Client will provide certificates of insurance for its property and boiler and machinery insurance policies to OCWA. The insurance coverage for both policies should be on a full replacement cost basis. OCWA will be named as an additional insured on both policies.
- (f) The policies of insurance obtained by the Client in connection with this Agreement shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

Section 3.1 - Representations and Warranties of the Client

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Local Planning Appeal Tribunal and the Ministry of the Environment, Conservation, and Parks), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) The Client has provided OCWA with copies of all relevant procedures, Facility contingency plans, operational plans and other such documents related to the operation of the Facility to enable OCWA to provide the Services.
- (e) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the SDWA, *Ontario Water Resources Act*, R.S.O. 1990, c. O.40 (the “OWRA”) and the *Occupational Health and Safety Act* (the “OHSA”) and their regulations. The Client warrants that, as of the date of the execution of the Agreement, to the best of the Client’s knowledge, the Facilities are in compliance with all Applicable Laws.
- (f) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA’s ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.
- (g) The Client confirms that as of the date of execution of this Agreement, to the best of the Client’s knowledge, the Facilities is in compliance with all Applicable Laws.
- (h) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the “OHSA”) at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facilities.
- (i) The Client has an Occupational Health and Safety Policy in place at the Facility and the Client’s employees have been trained on such policy and all relevant health and safety protocols and procedures.

Section 3.2 - Covenants of the Client

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facilities, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.
- (e) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.
- (f) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's inspection reports (sewer usage, cross-connections, sump pump connections), if available.
- (h) In the event that the Client is issued an order or notice from MECP or the Ministry of Health or other regulatory body in respect of the Facility, the Client is responsible for meeting the requirements of the order.
- (i) The Client shall ensure that OCWA staff are made aware of any health and safety risks and hazards at the Facility and any Facility specific health and safety procedures of the Client in order to ensure that OCWA staff who attend the Facility to provide services under this Agreement are able to do so in a safe manner.

Section 3.3 - Covenants of the Client in respect of any Provisional ORO Services

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client's Employees shall carry out all day-to-day operational duties at the Facility and all other duties in respect to the Facility other than those included in the Services or the Emergency Services, except where required to assist as described in Section 2.3.
- (b) The Client shall ensure that each of the Client's Employees has, at a minimum, his/her Class I operator certificates for water treatment and distribution and that at all times, these certificates remain in good standing.
- (c) The Client shall ensure that, at all times, at least one of the Client's Employees is designated as the "operator-in-charge" of the Facility pursuant to O. Reg. 128/04 under the SDWA, and that the operators-in-charge will provide regular written reports to OCWA's ORO for the Facility regarding the following:
 - (i) Analytical results from the laboratory;
 - (ii) Log book entries
 - (iii) Maintenance records and rounds sheets
 - (iv) Health and safety issues
 - (iv) Operator training records and plans
- (d) The operators-in-charge designated by the Client shall be responsible for remaining in contact at all times with OCWA to advise on operational circumstances at the Facility. The Client shall provide the names of the operators-in-charge along with their contact information.
- (e) The Client shall ensure that its Employees are provided with the necessary tools, health and safety equipment, and other supplies required to perform their work in a safe and efficient manner, and that the Client's Employees are provided with the appropriate training and supervision necessary to comply with the OHSA and any facility specific health and safety procedures.

Section 3.4 - Exoneration and Indemnification of OCWA

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment, Conservation, and Parks and all directors, officers, employees and agents of the Ministry of the Environment, Conservation, and Parks (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client's negligence or wilful misconduct.

- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA's directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as set out in Schedule B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
 - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
 - (ii) to the extent that such Claim is caused solely by OCWA's negligence or wilful misconduct in providing the Services.
- (e) OCWA agrees to promptly provide the Client with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.

ARTICLE 4 - EMPLOYEE MATTERS

Section 4.1 - OCWA Has No Liability for the Client's Employees

- (a) Any and all employees of the Client assigned to work at the Facility at any time or from time to time (the "Client's Employees") shall continue to be employees of the Client at all times and nothing in this Agreement shall undermine or terminate the relationship of employee and employer between the Client and any of the Client's Employees.
- (b) Notwithstanding that performance of the Services may require OCWA to oversee tasks performed by and activities of the Client's Employees, OCWA shall under no circumstances have any liability whatsoever for any of the Client's Employees or any action performed by any of them, unless performed under the negligent direction of OCWA.
- (c) Notwithstanding any other provisions of this Agreement, OCWA shall not be a "supervisor" as that term is defined under the OSHA or its regulations and the Client acknowledges that it is solely responsible for appointing a "competent person" as a "supervisor" under the OSHA and its regulations. The Client further acknowledges that it is the "employer" under the OSHA of the Client's Employees.

Section 4.2 - Staffing Levels and Attendance

In respect of provisional ORO services, the Client shall at all times provide a sufficient number of Client's Employees to carry out the responsibilities of the Client at the Facility provided for in this Agreement and to ensure that the Facility complies at all times with all Applicable Laws. The Client shall notify OCWA prior to any change in staffing levels or other relevant information about staffing of the Facility.

Section 4.3 - OCWA's Directions

In respect of provisional ORO services, the Client acknowledges and agrees that the Client's Employees are to carry out the directions of OCWA staff acting as the ORO under this Agreement and the Client shall so instruct the Client's Employees.

Section 4.4 - Non-Compliance with OCWA's Directions

OCWA shall notify the Client in writing of any failure on the part of any of the Client's Employees to comply with any direction given by OCWA and the Client shall take appropriate steps with respect to disciplining any of the Client's Employees and otherwise respond promptly and appropriately to any notification given by OCWA.

ARTICLE 5 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES**Section 5.1 - Initial Term of Agreement**

This Agreement shall start on the Effective Date, January 1, 2019 and shall continue in effect for an initial term of five (5) years, ending on December 31, 2023 (the "Initial Term") and then may be renewed for successive five (5)-year terms (each a "Renewal Term") subject to mutual agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 5.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 5.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the "Current Term"), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the

Client shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Schedule D, pro-rated over that period.

Section 5.4 - Payment of the Annual Price

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1, 2019. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 5.5 - Items Not Included in the Annual Price

The Annual Price, as further described in Schedule “D”, for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

- (a) any Capital Projects (as defined in Section 4.7 below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;
- (b) costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);
- (d) Hydro/Utility costs;
- (e) charges for any Optional Services that are provided by OCWA to the Client;
- (f) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facilities;
- (g) any costs arising from a significant increase in loadings, as set out in Part 1 of Schedule G to this Agreement.

Section 5.6 - Major Maintenance Expenditures

- (a) “Major Maintenance Expenditures” means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than September 30th of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling six (6)-year recommendations of the Major Maintenance Expenditures required for the long term

operation of the Facilities. The Client's written approval of the estimate or revised estimate, in the form set out in Schedule "H", authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the "Approved Major Maintenance Expenditures").

- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.
- (d) OCWA will have the option to submit a quotation, or all-inclusive proposal, for consideration by the Client.

Section 5.7 - Capital Projects

- (a) "Capital Projects" means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 5.8 - Unexpected Expenses

- (a) "Unexpected Expenses" means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MECP or MOL) or identified through an inspection (e.g. ESA, MECP, MOL) that is not solely the result of OCWA's negligence in performing the Services or any other emergency situation, together with the Service Fee.
- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.
- (d) In the event that OCWA is required to incur Unexpected Expenses, OCWA will not be required to obtain the prior approval of the Client in the event an emergency situation

arises. OCWA considers the safety of the workers, the public, the environment and the Facilities when making these decisions.

Section 5.9 - Interest on Late Payments

- (a) **Monthly Payment of Annual Price.** If the Client's monthly payment of the Annual Price is not available in OCWA's designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.9(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 5.10 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.9(a).

Section 5.11 - Hydro Costs/Gas Costs

OCWA is not responsible for paying any Hydro/Gas Costs in respect of the Facilities. The Client shall pay all Hydro/Gas Costs.

Section 5.12 - Optional Services

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule G, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.

- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

Section 5.13 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule G which will state their agreement upon all of the following:
 - (i) the new services to be provided;
 - (ii) fees for the services provided under the Change Order;
 - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
 - (iv) the extent of any adjustments to the Annual Price, if any; and
 - (v) all other effects that the change has on the provisions of this Agreement.

ARTICLE 6 - DISPUTE RESOLUTION

Section 6.1 - Mediation

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 7 - TERMINATION

Section 7.1 - Termination of Agreement

- (a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew.

- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;
 - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
 - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 7.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 7.3 - Inventory Count of Consumables/Supplies

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

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

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

Section 7.4 - Final Settlement

If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement including, but not limited to any outstanding accounts,

if any, owed to OCWA, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 7.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) The log book for the Facilities.
- (b) The original operations manual(s) that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.
- (d) Maintenance and repair records of equipment at the Facilities in electronic format.

ARTICLE 8 - GENERAL

Section 8.1 - Ownership of Technology

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.

Section 8.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 8.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 8.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 8.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party upon sixty (60) days written notice.

Section 8.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 8.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 8.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by facsimile, registered mail or courier shall be deemed to have been given when received.

- (i) if to the Client:
 Town of Fort Frances
 320 Portage Avenue
 Fort Frances, ON, P9A 3P9
 Telephone: 807-274-9893
 Fax: 807-274-7360
 Attention: Travis Rob, Manager of Operations and Facilities
- (ii) if to OCWA:
 Ontario Clean Water Agency
 574B Memorial Avenue
 Thunder Bay, ON P7B 3Z1
 Telephone: 807-252-8233
 Attention: Business Development Manager, Johanna Kirkbride

- (b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 8.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 8.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 8.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing

By: _____
(Terry Bender, VP of Operations)

Date of Signing

By: _____
(Prem Rooplal, VP Finance)

THE CORPORATION OF THE TOWN OF FORT FRANCES

Date of Signing

By: _____
(Roy Avis, Mayor)

Date of Signing

By: _____
(Lisa Slomke, Clerk)

SCHEDULE A - The Facilities

For the purposes of this Agreement, the description of the Facilities are set out in the following document(s):

I - Water Pollution Control Plant

The Waste Water Treatment Plant (Class III) employs an activated sludge process complete with secondary clarification, phosphorus removal and disinfection. The waste activated sludge is treated via a two step aerobic digestion process. The facility is rated for an average daily flow of 9,000m³ and a peak hydraulic capacity of 25,000m³/day. Primarily, disinfection is achieved via flow through an ultraviolet light radiation process rated at 18,000m³/day design capacity. Disinfection of flows in excess of 18,000m³/day is accommodated via augmentative processes such as chemical injection of Sodium Hypochlorite.

Globally, the treatment facility consists of a rotating bar screen with de-watering Rotary press, grit separator, dual aeration basins applying mechanical aeration with 22.4 kW blowers and 25hp mixing pumps, dual rectangular secondary clarifiers equipped with flight and chain mechanisms rated at 12,500m³/day each, scum removal, ultraviolet disinfection augmented by sodium hypochlorite feed, flow metering, and two aerobic digestors.

The treatment facility's alarm, process monitoring and control activities are managed, in varying degrees, via SCADA technology.

II - Sewage Lift Stations

Central Lift Station

1. Wet well/drywell configuration – rectangular wet pit footprint is approximately 3.57m x 4.6m and overflows to the Rainy River.
2. Equipped with 3 – 40HP, 1200 RPM, 575V, Smith and Loveless pumps.
3. Pump No.'s 1 & 2 are variable speed driven as governed by the wet well liquid level.
4. GE Fanuc 90-30 PLC Control, ultrasonic liquid level measurement.
5. Station control housed in brick utility building that also contains a standby diesel generator. Building is positioned remotely from the access to the dry pit containing pumps.
6. Catchment receives Church Street and White Pine Station discharge.

White Pine Lift Station

1. Wet well/drywell configuration – cylindrical wet pit with a diameter of approximately 1.75m.
2. Equipped with 2 – 7.5 HP, 1200 RPM, 575V, Smith and Loveless pumps.

3. Both pumps are constant speed with their operation governed by the wet well liquid level.
4. GE Fanuc 90-30 PLC Control, wetwell level sensing transducer.
5. Station control housed in brick utility building that also contains a standby diesel generator. Building is positioned remotely from the access to the dry pit containing pumps.
6. Catchment receives Church Street Station discharge.

Fifth Street Lift Station

1. Wet well/drywell configuration – rectangular wet pit footprint is approximately 6.1m x 4.2m and overflows to the Rainy River.
2. Equipped with 3 – 15HP, 1170 RPM, 575V, Smith and Loveless pumps.
3. Pumps are constant speed with their operation governed by the wet well liquid level.
4. GE Fanuc 90-30 PLC Control, ultrasonic liquid level measurement.
5. Station control housed in brick utility building that also contains a standby diesel generator. Building is positioned remotely from the access to the dry pit containing pumps.
7. Catchment receives Couchiching pumping station and Strachan pumping station discharges.

Church Street Lift Station

1. Wet well configuration – cylindrical with a diameter of approximately 2.4m with overflow to the Town's storm sewer network.
2. Equipped with 2 – 2.7hp, 1400 RPM, 208V, Flygt pumps.
3. Both pumps are constant speed with their operation governed by the wet well liquid level.
4. GE Fanuc 90-30 PLC Control, wetwell level sensing ultrasonic. No flow meter

Strachan Lift Station

1. Wet well configuration – cylindrical with a diameter of approximately 2.4m with overflow to the Town's sanitary sewer network.
2. Equipped with 2 – 2.7HP, 1400 RPM, 208V, Flygt pumps.
3. Both pumps are constant speed with their operation governed by the wet well liquid level.
4. GE Fanuc 90-30 PLC Control, ultrasonic liquid level measurement.

Boundary Road Lift Station

1. Wet well/drywell configuration – cylindrical with a diameter of approximately 1.8m; no overflow; wet pit sized for up to 12 hours of operational storage.
2. Equipped with 2 – 7.5HP, 1400 RPM, 600V, Smith & Loveless pumps.
3. Pumps are constant speed with their operation governed by the wet well liquid level.
4. GE Fanuc 90-30 PLC Control, ultrasonic liquid level measurement.

Couchiching First Nations Lift Stations

Couchiching First Nations' sewage pumping/lift stations alarm, process monitoring and control activities are communicated, in varying degrees as dictated by the extent of on-site instrumentation, to the Wastewater Treatment Plant's SCADA system.

III - Sanitary Collection System

Force mains

IV - Water Treatment Plant

The Water Treatment Plant, Sub-System Class 3 (Certificate of Approval #9828-5VZSEK),

V - Water Distribution System

Main drinking water system - DWS #220000978

The Airport Terminal Building - Groundwater Well - DWS #26002736.

Watermains:

Size: 100 - 630 mm

Age: 1912 - 2017 (installation date)

Material: AC, PVC, DI, CI, POLY

Approximate Length: 69.9 km

Hydrants: 368 town owned, 51 private

Valves: 711

Part 2. Street Address of the Facilities

The street addresses of the Facilities are as follows:

I - Water Pollution Control Plant

200 McIrvine Road

II - Sewage Pumping Stations

Central Avenue Pumping Station – 712 Central Avenue
 White Pine Pumping Station – 780 Scott Street
 Fifth Street Pumping Station – 1330 Fifth Street East
 Church Street Pumping Station – 1107 Church Street
 Boundary Road Pumping Station – 1713 Colonization Road West
 Strachan Pumping Station – 936 Kaitlyn Drive
 Couchiching First Nation Reserve Three Pumping Station – Rainy Lake Blvd., Frog Creek Road,
 and Gabe’s Road

III - Sanitary Collection System

Those forcemains lying within the Boundaries of the Town of Fort Frances discharging from the above mentioned sanitary pumping stations.

IV - Water Treatment Plant

901 Colonization Road East

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SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F G and H attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 7:00 a.m. and 15:30 p.m. on a Business Day.

“Capital Projects” is defined in Section 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “H” describing the changes to the Agreement agreed to by both parties.

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to

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the CPI of September of the current Year. For example, the CPI Adjustment for Year 2018 is the CPI of September 2017 divided by the CPI of September 2016.

“Current Term” is defined in Section 4.3 of this Agreement.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of wastewater treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facilities” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Hydro Costs” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a claim, or notice of claim, the Party shall immediately forward such claim or notice of claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Party shall provide all documentation relating to the claim, or notice of claim;
- (c) the Party shall take such steps necessary to protect its right to defend such claim, or notice of claim, and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any claim, or notice of claim, without the prior written consent of the Party; and
- (e) the Party shall have the right to take-over the defence of any claim, or notice of claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

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“Indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“Insurance” is defined in Paragraph 2.7(a) and further described in Schedule E.

“Intellectual Property Rights” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“Major Maintenance Expenditures” is defined in Paragraph 4.6(a) of this Agreement.

“MECP” means the (Ontario) Ministry of the Environment, Conservation, and Parks.

“MOL” means the (Ontario) Ministry of Labour.

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“Optional Services” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“Outpost 5” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“Overall Responsible Operator” means the person who will act as the overall responsible operator pursuant to Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act*, R.S.O. 1990 (“OWRA”) in respect of the Facilities.

“OWRA” means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40

“Parties” is defined in Paragraph (d) of the Recitals to the Agreement.

“PDM” or **“Process Data Management”** means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Section 2.5(a) of this Agreement.

“Renewal Term” is defined in Section 4.1 of this Agreement.

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“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or Facilities manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.

“Service Fee” is defined and described in Schedule D.

“Services” is defined in Section 2.1 of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Uncontrollable Circumstance” is defined in Paragraph 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Paragraph 4.8(a) of this Agreement.

“Utility Costs” means the costs of natural gas used in the operation of the Facilities.

“WMMS” or **“Work Management Maintenance System”** means a computer program used to determine a program of preventive maintenance activities for equipment in a Facilities based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“Year” means the three hundred and sixty-five (365) day period from January 1 to December 31 calendar year.

SCHEDULE C - The Services

Part 1 Services for Water Pollution Control Plant - Services included in the Annual Price

OCWA will provide the following services:

1. **Staffing**

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities; The cost for all call outs are included in this agreement, excluding power related call outs where there is no backup generator power. This will be billed at the rates provided in Schedule D “Optional Services”;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. **Regulatory Reporting**

- (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client may correct or negotiate with the MECP amendments to a deficiency;
- (c) report to the Client and the MECP non-compliance with a regulatory requirement;
- (d) OCWA shall provide a monthly operating and performance report to the Client.
- (e) OCWA shall meet with Council and municipal representatives a minimum of twice per year and present the annual report and capital recommendations.
- (f) OCWA shall prepare a 5 year capital budget each Year of the agreement and submit it to the Client prior to September 30th of each Year.

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3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities, which recommendations may require third party assistance.

4. Initial Inventory

- (a) maintain inventory of the Client's equipment tools and attractables in place as of the date of the Agreement;

5. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

6. Facilities Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

7. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by locking doors and gates and notifying the Client if the need for any repairs;
- (c) provide mobile communications services.

8. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;

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- (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, chemicals system;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the monthly report;
 - (xi) calculation, recording and analysis of the amount of wastewater treated daily flows/monthly flows;
 - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xiii) monitor and adjust dosages of process chemicals;
 - (xiv) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xv) before September 30th (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xvii) removal of grit and screening;
 - (xviii) coordination and removal of biosolids, haulage and disposal from the Facilities to the Town of Fort Frances landfill. The surcharges for the landfill are not included in this agreement.
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (c) utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

9. Services for Sewage Pumping Stations

Sewage Pumping Stations – Municipal

- (a) Ensure that daily operations comply with Environmental Laws;
- (b) Monitor operations at lift stations on a daily basis utilizing municipality provided SCADA system;
- (g) Inspect equipment on a weekly basis at pumping stations to ensure proper operation of bar screens, pumps and stand by power;
- (h) Record flow readings on operational forms for computer input;
- (i) Clean wet wells as required utilizing the Municipality's vacuum truck provided at no cost.
- (j) Inspect and maintain forcemains discharging from lift stations on a cost plus basis

Couchiching First Nation Pumping Stations

- (a) Monitor operations at lift stations on a daily basis utilizing municipality provided SCADA system;
- (b) Record flow readings on operational forms for computer input;
- (c) Advise municipality immediately if any issues with flow monitoring; and
- (d) Provide notification of alarms and assistance if required on a cost plus basis.

Part 2 – Optional Services (To Be Provided at the Request of the Client)

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

1. **Operation Related Services**
 - (a) operation manual updates;
 - (b) odour control system
 - (c) swabbing
2. **Capital Projects Plans**

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- (a) prepare a detailed Capital Projects Plan for the Facilities(ies).
- 3. Engineering Services
 - (a) engineering services;
 - (b) energy audits;
 - (c) provide assistance and/or complete applicable funding applications;
 - (d) financial plans.
- 4. Information Technology Services
 - (a) SCADA development and maintenance.

Part 3 – Services for Wastewater Collection Systems and Water Treatment Plant Facilities**Provisional General ORO Services**

- (a) visit the Facilities and meet with the Members' Employees to review operational issues that the Members' Employees have raised with OCWA. The meetings will be documented in writing;
- (b) review and comment on any operational data of the Facilities provided by the Client's Employees within 24 hours;
- (c) be available by telephone twenty-four (24) hours a day, seven (7) days a week to advise the Client's Employees about the operation of the Facilities, as well as to respond to emergencies;
- (d) review the Facilities' log books, maintenance records, inspection reports and work orders on a regular basis; and
- (e) provide necessary operational instruction to the Client's Employees.

SCHEDULE D - The Annual Price and Other Charges

1. Annual Price for the Initial Term

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

- (i) For Year One from January 1, 2019 through to December 31, 2019 inclusive:
\$479,044.00.
- (ii) For Year Two from January 1, 2020 through to December 31, 2020 inclusive:
\$488,624.88.
- (iii) For Year Three from January 1, 2021 through to December 31, 2021 inclusive: **\$498,397.38**
- (iv) For Year Four from January 1, 2022 through to December 31, 2022 inclusive
\$508,365.33
- (v) For Year Five from January 1, 2023 through to December 31, 2023 inclusive
\$518,532.63.

2. Payment of the Annual Price

In Year One of the Initial Term, the monthly payment of the Annual Price shall be **\$39,953.33.**

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates which may be adjusted on an annual basis:

- (a) Labour rates on Business Days, Monday to Friday, (0700 to 1530) shall be billed at \$90.00/hour/person for an operations manager and assistant operations manager, and \$65.00/hour/person for an operator or mechanic, plus vehicle expenses at \$0.50/km/vehicle;
- (b) Labour rates on statutory holidays shall be billed at \$132.50/hour/person for an operations manager and assistant operations manager, and \$87.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge, plus vehicle expenses at \$0.50/km/vehicle;

D-2

- (c) Labour rates at all other times (after hours and on weekends) shall be billed at \$132.50/hour/person for an operations manager and assistant operations manager, and \$87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge, plus vehicle expenses at \$0.50/km/vehicle;
- (d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

4. Service Fee

“Service Fee” means an additional fee of 10% charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client.

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

Fees Apply to either the Wastewater Collection System or the Water Treatment System

For Years One through Five of the initial term from January 1 through to December 31 inclusive the monthly fee shall be \$6,500.00.

SCHEDULE E - Insurance**Automobile Insurance**

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2018; subject to change on an annual basis.

Contractor's Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 for Professional Liability Insurance

Deductible: \$50,000 for the year 2018; subject to change on an annual basis.

SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

- Scum pump on site requires installation and commissioning.
- There are no backup generators at Boundary LS, Strachan LS, Church St LS and the main Water Pollution Control Plant.
- The Occupational Health and Safety Act lists a number of designated substances, Silica being one of those. The Client acknowledges that silica is a component of Concrete and as such proper care and control needs to be taken when drilling, breaking or cutting of concrete or cleanup of concrete dust is taking place at the Facilities.
- Polymer pumps are incapable of handling viscosity of polymer (supplier has given options on pump replacement, more suitable to application)
- Central Ls Drywell needs an assessment on integrity of metal flooring
- Central and 5th Street Lift Stations' require thorough cleaning due to ongoing construction/replacement of mains. (Severe grit build up, conventional cleaning is not effective)

G-1

SCHEDULE G - Change Order Form
Ontario Clean Water Agency
Agence Ontarienne Des Eaux
Change Order Form

Change Being Requested			
Name of Change:			
Ontario Clean Water Agency (OCWA)	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Client	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	

Adjustment	
Check Appropriate Type of Change	
Apply (Y/N)	Type of Change:
	Adjustment to Annual Price
	Change to Service
	Impact

Adjustment to Annual Price	
Description – Attach Additional Documentation if Required	

Change in Services	
Description – Attach Additional Documentation if Required	

Cost Breakdown for Change in Services			
Item		One-time Cost	Annual Cost
	Total Cost:		

H-1

SCHEDULE H - Expenditure Request and Approval to Proceed

Hub Name
 Hub Address
 City, ON Code
 Phone: XXX-XXX-XXXX Fax: XXX-XXX-XXXX

PART 1

Facilities Name:			
Project Name:			
Project Number:		Estimated Project Start Date:	
Total Estimated Cost of the Project:	\$	Detailed Quote Attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No

It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 10%

Type of Project:

- ☐ Maintenance Project
 ☐ Out of Scope Work
 ☐ Contingency
 ☐ Emergency
☐ Health & Safety

Description of Project or Expenditure:

--

Submission Prepared By:

Name (Print)

Signature

Date

Authorized Representative for the Ontario Clean Water Agency

PART 2**Approval to Proceed:**

- ☐ Approved
 ☐ Declined
 ☐ Deferred
 Reason if Declined or Deferred

--

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality's agreement with OCWA.

Approved By:

Name (Print)

Signature

Date

Authorized Representative for the Municipality

PART 3

OCWA Internal Use Only:			
Client PO / Project #:		Date:	
Project Start Date:		Project Completion Date:	
OCWA Invoice #		Date:	
OCWA Account Code:		OCWA Work Order #	

From: [AMO Communications](#)
To: [Roy Avis](#)
Subject: AMO Policy Update - Queen's Park This Week
Date: Thursday, November 8, 2018 12:40:23 PM

November 8, 2018

Queen's Park This Week

To keep you informed, here is an update of what has happened of municipal interest.

Province Changes Property Tax Treatment of Royal Canadian Legion Facilities

On November 5th, the provincial government announced it will take steps to exempt Royal Canadian Legion facilities from property tax starting in 2019.

A majority of Ontario municipal governments already provide property tax exemptions or rebates to Legion facilities. AMO expects the legislation needed to implement this change will be tabled very shortly. Municipal budget planning for 2019 should account for this change.

AMO Contact: Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416.971.9856 ext. 323.

Provincial Government Consultation on a New Climate Change Strategy for Ontario

The Ministry of Environment, Conservation and Parks is [consulting](#) on Ontario residents' priorities for a new climate change action strategy. The deadline for this initial consultation is Friday, November 16th. This strategy will be released for focused consultations later this year to replace the previous climate plan that prioritized cap and trade revenue to invest in a low carbon economy.

For this consultation and to assist members now, AMO has prepared a general discussion paper, [Municipal Governments in Ontario and Climate Action](#), to outline municipal climate change action needs and areas of concern. The paper also provides a framework for municipal governments to review and analyze the draft strategy when released later this year. AMO will review the draft strategy, as well, and advise members of any areas of municipal impact and concern that emerge.

We understand that the new plan will prioritize climate adaptation and resilience for residents and communities. It may also set new greenhouse gas (GHG) reductions

targets and establish technological investment incentives. Depending on the scope and the policy objectives in the new strategy, it is expected that municipal governments could be impacted to some degree.

AMO Contact: Craig Reid, Senior Advisor, creid@amo.on.ca, 416.971.9856 ext. 334.

Upcoming Provincial Activities of Note

Look for our AMO update after the Ontario Economic Statement is released on Thursday, November 15th. This statement is expected to give Ontarians a fuller understanding of the provincial government's fiscal approach.

Minister Lisa MacLeod has announced that she will be releasing the Province's plan for social assistance reform on November 22nd. AMO will provide a members' update shortly after its release.

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From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO Policy Update - Cannabis Retail Regulations Released
Date: Wednesday, November 14, 2018 6:26:30 PM

November 14, 2018

Cannabis Retail Regulations Released

The Ministry of the Attorney General has released [proposed regulations](#) governing private cannabis retail in Ontario. We understand that the regulations define ‘public interest’ for the purposes of municipal input and commentary to the Alcohol and Gaming Commission of Ontario (AGCO) on proposed retail sites in communities allowing cannabis retail. For the purposes of municipal and community input ‘public interest’ will pertain to promoting public health and safety, protecting youth and restricting youth access to cannabis and preventing illicit activities in relation to cannabis sales.

These regulations provide a clearer picture of how storefront cannabis retail will work in Ontario and gives municipal governments a better sense of the anticipated community impacts of allowing stores within a municipality.

AMO is working to provide a draft policy statement template [anticipated the week of November 19th] to assist municipal councils in identifying local circumstances and interests with proposed cannabis store sites using the definition of ‘public interest’. If adopted by council, municipal staff can use this statement to provide input to the AGCO within the 15-day statutory comment window for approval of sites.

The regulations also set out:

- How municipal governments must inform the AGCO of a decision to opt out of hosting retail cannabis stores within the municipality – as of January 22, 2019
- Store requirements and hours – stand alone stores can operate between 9:00 – 23:00
- Able to sell only cannabis products, accessories and shopping bags
- Distances of retail locations from schools (150 m measured from the property line for stand-alone schools)
- Eligibility for licensing as well as education requirements for operators, managers, and staff

The AGCO will be consulting further on the regulations, licensing processes and proposed operational standards for stores through a series of webinars. For more information watch: www.agco.ca. AMO understands these webinars will start later in November and encourages municipal staff to participate in order to better inform council decisions.

While the AGCO will begin accepting operator license applications in December 2018, AMO understands that proposed store location approvals for individual retail sites will come after councils have made decisions by January 22, 2019. If a council does not opt out, retail cannabis sales are allowed.

Municipal governments are encouraged to review the regulations, the AMO template policy statement when available along with other AMO documents such as the October 3, 2018 [AMO Briefing](#) to inform local decisions regarding cannabis retail.

Councils and staff should recall that opting out of allowing cannabis retail in their communities will affect funding for the transition to recreational cannabis from the Ontario government and sharing in any surplus cannabis revenues over \$100 million. AMO expects further details regarding cannabis funding to municipal governments in the coming weeks.

AMO will review these regulations in greater detail and continue to advocate on members' concerns and input. The template policy statement will be distributed soon by email and posted on the AMO web site.

AMO Contact:

Craig Reid, Senior Advisor, creid@amo.on.ca, 416-971-9856 ext. 334.

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From: [AMO Communications](#)
Subject: AMO Policy Update - Welcome Fire News
Date: Thursday, November 15, 2018 6:51:42 PM
Attachments: [Hicks Morley - FTR Now - Ontario government tables legislation impacting....pdf](#)

November 15, 2018

Welcome Fire News

After years of relentless municipal work and advocacy, the province has introduced [draft legislation](#) that will, if passed, deal with two key advocacy priorities.

It will provide double hatter firefighters with more legislative protection than they currently have. Secondly, it will 'rebalance' fire arbitration in several ways. The Ontario government has listened and is taking action that will help our communities.

Protecting Double Hatters:

The province has provided, through this bill, a set of legislative protections that we are hopeful will allow double hatters to continue to serve their communities as dedicated volunteers. The legislation will better enable smaller communities to have these well-trained firefighters within their fire services.

Ontario's municipal governments, communities, the double hatters and many from the front lines of the fire services loudly applaud this provincial action. The rest of North America protects double hatter firefighters and now Ontario will too.

Fire Services Arbitration:

It is our expectation that proposed amendments to the *Fire Protection and Prevention Act* will provide Ontario's municipal governments with a better platform to advance their interests at arbitration. The proposed legislation provides new interest arbitration criteria that will allow a municipal government to advance arguments about its fiscal health. By moving to a single arbitrator model, which parallels the police IA model, the proposed legislation also signals the clear possibility for more timely decisions.

To be clear, AMO has asked for and received through this legislation, the opportunity for municipal employers to make new arguments at the bargaining table and at interest arbitration. This means that as a sector, there is an opportunity to make a case for a more balanced interest arbitration process for fire services. It will not, nor should it, determine or guarantee arbitration outcomes.

Municipal employers will very much still need to provide well-researched arguments, including local and regional economic and comparator evidence,

to make a compelling case on municipal fiscal capacity to arbitrators. These proposed changes should arguably generate meaningful bargaining – a by-product municipal governments welcome, rather than an express ticket to interest arbitration where municipalities have been repeatedly disappointed. Interest arbitration should be a last resort for both parties.

AMO will review this legislation in detail and start to identify any potential amendments for clarity for presentation to the Legislative Committee who will reviewing this bill shortly.

Please find attached the Hicks Morley analysis of Schedule 18 of Bill 57 for your information.

Stay tuned for any member updates on this legislation and other fire service matters.

AMO Contact:

Monika Turner, AMO Director of Policy, mturner@amo.on.ca, 416.971.9856 ext. 318.

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From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO Policy Update - Provincial Government Releases Fall Economic Statement
Date: Thursday, November 15, 2018 5:20:33 PM

November 15, 2018

Provincial Government Releases Fall Economic Statement

Today the Minister of Finance, the Honourable Victor Fedeli, released the 2018 Fall Economic Statement. The statement appears to acknowledge and respect the fact that municipal governments and the provincial government both share the same taxpayer. Immediately after the speech, Municipal Affairs and Housing Minister, the Honourable Steve Clark, phoned AMO President Jamie McGarvey to discuss items that fell in his purview. AMO will undertake similar discussions with other Ministries in the days ahead.

Items of particular note to municipal governments include:

- Amendments will be tabled to "enable municipalities to employ full-time firefighters who volunteer in their own or other communities". This is a reference to double-hatter protection.
- The statement also indicates the intention to "reform collective bargaining arbitration between municipalities and firefighting associations to make it more transparent, efficient and accountable". Further AMO communications on the above two points will follow.
- With respect to provincial transfer payments to municipalities, "the government is committed to driving greater efficiencies and value for money. This commitment will also be required from all partners, including municipalities". AMO will seek additional information on this statement.
- AMO sought the municipal authority to determine rules regarding the consumption of cannabis and the provincial government intends to grant this authority.
- The Ministry of Municipal Affairs and Housing will launch a Housing Supply Action Plan in the spring of 2019. Consultations with municipal governments, the public, and stakeholders will begin immediately to inform this plan.

In addition:

- Rural and northern areas will welcome the commitment to expand access to natural gas and broadband.
- The government remains committed to addressing delays with the Ring of Fire and "helping Northern towns and Indigenous communities share in the benefits of resource development from mining, forestry and aggregates".
- The statement also contains references to the potential consolidation of electricity distribution, rent control exemptions for new units, and the canceling of the Development Charges Rebate Program saving \$100 million.

AMO will continue to review the statement and provide details to members as needed. The government has also launched its pre-budget consultation process for 2019.

Further details can be found in the [2018 Background Papers](#) and a broad range of information on the Fall Economic Statement can be found [here](#).

AMO Contact: Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext. 323.

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November 15, 2018

In This Issue

- Sign up for AMO's Municipal-Indigenous Relations 201 Webinar.
- ROMA Municipal Delegation site is now available.
- Investments Basics in Milton.
- As a member of Council what you need to know!
- Land Use Planning: Beyond the Basics.
- Communications 101 for Elected Officials.
- Countdown to Conference has begun.
- Showcase at the AMO Conference – August 2019.
- LAS Blog: The Basics of the LAS Electricity Program.
- Canadian Rural Innovation Summit - November 19 & 20.
- Careers with AMO, Durham Region and Clarence-Rockland.

AMO Matters

AMO, in partnership with AMCTO, will be hosting a free Municipal-Indigenous Relations 201 webinar for municipal officials and staff on Wednesday, November 28, 2018 from 2:00 - 3:30 pm. This webinar will build on AMO's previous Municipal-Indigenous Relations 101 webinar.

Eye on Events

The Municipal Delegation Request Form for the ROMA 2019 Annual Conference, January 27-29, is now available. Information about delegations and a link to the form are available on the MMAH website. The deadline to submit requests to the Ministry is Monday, December 10, 2018.

Due to popular demand, ONE Investment will be holding another Investment Basics & Beyond workshop. Join us in Milton on Friday November 23rd for a full day session covering the basics of municipal investing and applications of the new Prudent Investor Standard. Register today or download the registration PDF.

As a member of Council what do you need to know? The ABC's of municipal government; limiting your risk; budgeting; planning; impacts of new legislation and so much more. Learn what it takes to be an effective team member and a municipal leader at this full day session in 2019. Space is limited, register today.

The Land Use Planning: Beyond the Basics half day workshop will reinforce the central role that municipalities play in implementing and managing the land use policy framework in Ontario. It will include a review of the relevant elements of the *Ontario Planning Act* as well as a run-down of the key planning tools and how they are applied in the municipal context. Register today and receive access to the new Land Use Planning: The Basics online course for free (launching January 2019).

Elected officials live in the spotlight. The rise of social media and decline of local news have changed the communications landscape. This half-day workshop will help you learn how to promote good news, manage issues professionally, and to leverage traditional and social media. Most of all, this session will help elected officials communicate effectively and sleep soundly. Click here for more details and to register.

The 2019 AMO AGM and Annual Conference will be held in Ottawa from August 18 - 21, 2019. AMO has negotiated Conference rates at eight hotels. In order to ensure the booking process goes smoothly please read the details in full and make note of all deposit and cancellation policies for the individual properties. Call-in numbers and online reservation links will be posted in late December, as reservations made before January 9, 2019 will not be honoured.

Showcase your product or service at the 2019 AMO AGM and Annual Conference in August. Are you a municipal supplier or vendor? Do you have a product or service that would benefit the municipal sector? Then register today for the AMO Annual Conference Exhibit Hall. Early bird offer available until January 30, 2019 - [download the exhibitor application today](#).

LAS

Did you miss last week's webinar on the [LAS Electricity Program](#)? Check out the [LAS Blog](#) for a recording to learn how our program adds stability to a volatile resource.

Municipal Wire

The Canadian Rural Innovation Summit will be held November 19 & 20 in Belleville. The Summit will showcase the Bay of Quinte Region as an innovation destination and leader in rural entrepreneurial growth. [Click here](#) for more details including the agenda and accommodations.

Careers

Policy Intern - AMO. Assisting senior advisors and the Director of Policy, the successful candidate will support AMO's policy development process. The job will require research, analysis, report writing, project planning and coordination. The Intern will help identify issues of importance to municipal government and help demonstrate impacts of the issues and appropriate responses. Please apply in confidence to: hr@amo.on.ca by Friday, January 11, 2019, 12 noon.

Manager, Health Analytics & Research - Region of Durham. Job ID: 11007. Closing Date: December 4, 2018. Reports to Commissioner & Medical Officer of Health (MOH). Please apply online at Durham Region [Job Postings](#) no later than midnight on the closing date indicated on the Job Posting.

Project Coordinator / Coordonateur (Trice) de Projets - City of Clarence-Rockland / Cité de Clarence-Rockland. Reports to: Manager of Capital Projects. Interested candidates are requested to submit their résumé marked "Employment offer, Project Coordinator" before 4:00 p.m., November 28, 2018 to: Sophie Roussel, Human Resources, City of Clarence-Rockland. Email: hr@clarence-rockland.com

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

[AMO Watch File](#), Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[Media Inquiries](#), Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

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TOWN OF FORT FRANCESMINUTESSESSION NO. # 78November 6, 2018

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on November 6, 2018 from 11:00 a.m. to 12:12 p.m.

PRESENT: Councillor G.P. Ryan, Chair, Mayor R. Avis, Councillor W. Brunetta

ALSO PRESENT: D. Brown, CAO, L. Lindberg, Treasurer, D. Galusha, Deputy Treasurer, J. Forbes, Human Resources Coordinator, T. Moffitt, Fire Chief/CEMC (11:00 a.m. to 11:35 a.m.) R. Thoms, 93.1 the Border and K. Lawson, Secretary

REGRETS: Councillor K. Perry

1. **Call to Order 11:00 a.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - none identified**
3. **Disclosure of pecuniary interest and the general nature thereof - none identified**
4. **Approval of Previous Committee Minutes**
 - 4.1 Session No. 77 dated October 2nd, 2018.

Brunetta-Avis: Approved as presented.

CARRIED

5. **In-Camera - no items identified**
6. **Items Referred from Council - no items identified**
7. **New Business**
 - 7.1 Request for Tender for Replacement of 1995 Pumper Rescue Truck (11-1).
 - committee recommended authorizing proceeding with advertisement of a tender for a Triple Combination Pumper Fire Truck. Committee also recommended that the tender include pricing with and without trade in values, along with confirmation of maintenance to give Council a realistic monetary value to deliberate with during the Budget process.
 - 7.2 Fort Frances Fire & Rescue Service - Establishing & Regulating By-Law.
 - committee reviewed the draft by-law document and recommended the repeal of current By-Law 31/10 and replacement with a new By-Law for Establishing and Regulating.
 - 7.3 Policy Update - Media Communications.
 - committee recommended approval of the updated Media Communication Policy.
 - 7.4 2019 Budget Timetable.
 - committee recommended approval of the 2019 Budget Timetable as outlined in the report.
 - 7.5 Consumer Price Index (CPI) Increase for 2019 User Fees.
 - committee recommended that Division Managers affect a 2.6% user fee increase for 2019, reflective of the Thunder Bay Consumer Price Index Inflationary increase, for review by Executive Committees.
 - 7.6 Request for Reconsideration - Minutes of Settlement (MOS)

641 Second Street East (2018);
 635 Nelson Street (2017 and 2018);
 838 Williams Avenue (2017 and 2018);
 633 Nelson Street (2017 and 2018).

- committee recommended processing of the Minutes of Settlement for these properties as outlined in the report.

- 7.7 2019 Vacation Guide Map to Northwestern Ontario.
 - committee recommended receiving only the 2019 Northwestern Ontario Vacation Guide Map advertising request with no further action being taken.

- 7.8 Township of Montague - Request for Resolution Support.
 - committee recommended endorsement of the Township of Montague's resolution supporting the Association of Municipalities of Ontario (AMO) request that the Provincial Government undertake consultation with municipalities prior to modifying legislation that affects municipal governments.

8. Non-agenda Items - no items identified

9. Information

- 9.1 Mandatory Training and Certification Regulation Update.
 - received as information.

- 9.2 Fire & Rescue Service - September 2018 Report.
 - received as information.

- 9.3 Town of Fort Frances General Fund (Operating) Summary for the Nine Months Ending September 30, 2018.
 - received as information.

- 9.4 Town of Fort Frances General Fund (Operating) Summary for the Ten Months ending October 31, 2018.
 - received as information.

- 9.5 Town of Fort Frances Water and Sewer Fund (Operating Summary) for the Nine Months Ending September 30, 2018.
 - received as information.

- 9.6 Town of Fort Frances Water and Sewer Fund (Operating) Summary for the Ten Months ending October 31, 2018.
 - received as information.

- 9.7 2018 3rd Quarter Reserve Fund Report.
 - received as information.

10. Adjourn / Next Meeting Date - November 20th, 2018

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #48October 1, 2018

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Civic Centre on October 1, 2018 from 8:00 a.m. to 10:10 a.m.

PRESENT: D. Kitowski, Chair, J. Caul, Councillor, J. Albanese, Councillor.

ALSO PRESENT: D. Brown, CAO, K. Perry, L. Frenette, TBT Engineering, R. Frenette, TBT Engineering, DJ. MacKintosh, TBT Engineering, P. Briere, Secretary.

1. Call to Order - 0800am
Session #48.

2. Disclosure of pecuniary interest and the general nature thereof
None.

3. Approval of Previous Committee Minutes

- 3.1 Approval of September 17th, 2018 meeting minutes.
- Approved as presented.

4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.
None.

5. In-Camera
None.

6. Items Referred from Council

- 6.1 Request letter from T. Ross - Construct a 10 foot fence
- back to PDEC for further consideration as per direction from Committee of the Whole.
- A lengthy discussion was had on this item. The Planning & Development Executive Committee is recommending that Council
1) approve a 9' over height fence in the rear yard only for this property.
2) direct Administration to conduct a review of the fence by-law.
- 6.2 255 Scott Street (Brockie's Building) - Proposed Side Entrance.
- An overview of this request was provided to the Committee by TBT Engineering. After a discussion was had with regards to the work plan and recommendations brought forward by Administration. The Planning & Development Executive Committee and TBT Engineering have agreed to continue discussions and create an agreement to deal with the items/recommendations that have been brought forward.
- 6.3 Letter from Ahlan & Judith Johanson - Property Standards.
- A discussion was had on this item and the Planning & Development Executive Committee is recommending that Council receive the information as information and that no further action be taken.

7. New Business

- 7.1 Traffic By-Law #21/14 - Amendment H.
- An overview of this amendment was provided to the Committee. After a brief discussion, the Planning & Development Executive Committee is recommending that Council approve the report as presented and have an amendment by-law prepared for signing by Mayor & Clerk.

- 7.2 Amendment to Site Plan Control Agreement for 810-840 King's Highway.
 - An overview of this item was provided to the Committee. The Planning &
 Development Executive is recommending that Council approve the report as presented.

8. **Outstanding Items**
 None.

9. **Information**
 None.

10. **Non-agenda Items**
 None.

11. **Adjourn / Next Meeting Date - 1010am**
 Monday November 5th, 2018.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. #013November 7, 2018

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre - Council Chambers on November 7, 2018 from 8:30 a.m. to 10:00 a.m.

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

ALSO PRESENT: Mayor Roy Avis, W. Friesen (8:46 a.m. to 9:27 a.m.)

1. Call to Order

1.1 The meeting was called to order at 8:37 a.m.

2. Disclosure of pecuniary interest and the general nature thereof

2.1 None

3. Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on October 4, 2018 - the minutes were approved as circulated.

4. Non-agenda Items

4.1 None

5. Items Referred from Council

5.1 Letter Dated September 28, 2018 from the Sleepy Owl - Lane Condition - the administration report was approved as presented.

5.2 Letter from Cynthia Donald - Re: Bike Path Signs - the administration report was approved as presented.

6. New Business

6.1 Asset Management Levels of Service Report - the administration report was approved as presented.

6.2 2018 Update to the Town's Winter Maintenance Policy - the administration report was

approved as amended.

- 6.3 September 2018 Drinking Water Systems Monthly Summary Report - the administration report was approved as amended.

7. Information

- 7.1 Fort Frances Wastewater Treatment Facility August 2018 Monthly Report - the Wastewater Treatment Monthly Report for August 2018 was reviewed and will be forwarded to Council as information only. No action required.
- 7.2 Fort Frances Wastewater Treatment Facility September 2018 Monthly Report - the Wastewater Treatment Report for September 2018 was reviewed and will be forwarded to Council as information only. No action required.
- 7.3 Airport Statistics as of November 5, 2018 - the Airport Statistics updated November 5, 2018 were reviewed and will be forwarded to Council as information only. No action required.
- 7.4 Sewer and Water Data for 2018 - updated November 5, 2018 - the Sewer and Water Data as of November 5, 2018 was reviewed and will be forwarded to Council as information only. No action required.

8. Adjourn / Next Meeting Date

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

**FORT FRANCES SENIOR CENTRE BOARD OF MANAGEMENT
REGULAR MEETING – October 9, 2018
Session #017
Fort Frances Senior Centre**

IN ATTENDANCE Cindy Noble, John Reader, Diane Maxey, Irene Laing, Ed Haglund, Dalton Taylor, June Caul, Jason Kabel, Doug Kitowski

CALL TO ORDER The meeting was called to order at 10:30 by the Chair, Diane Maxey

CONFLICT OF INTEREST There were no conflicts declared.

ADOPTION OF THE AGENDA

974 June Caul/Ed Haglund That the agenda be adopted as circulated.

Carried

APPROVAL OF MINUTES

975 June Caul/Ed Haglund That the minutes of September 11, 2018 meeting be accepted as circulated.

Carried

MANAGER'S REPORT

Cindy Noble presented the Manager's Report.

976 Dalton Taylor/Ed Haglund That the Manager's Report be accepted as presented.

Carried

BILLS AND ACCOUNTS

977 John Reader/Dalton Taylor That the September accounts in the amount of \$1741.28 be accepted and approved for payment.

Carried

CORRESPONDENCE

None

PAST BUSINESS

Baffles A copy of the baffle article was circulated. The item was put on hold considering plans for expansion or relocation.

Council Letter – Facility Acquisition Diane reported having received considerable feedback on the letter.

Jason indicated that the Community Services Board had acknowledge receipt of the letter. A follow up letter indicating a strong case for a larger facility should be made. This should include attendance numbers, parking considerations, lack of ability to mount new programs.

Consensus was to prepare a letter with statistics and background for presentation to Council.

Bus for Senior Irene advised that she had not had time to set up a meeting and suggested that the group meet following the Board meeting.

NEW BUSINESS

Special Grant Funding Jason reported a balance of \$6000 and asked for suggestions for using the grant balance. Replacing the water fountain and a new ceiling fan were suggested.

Friendly Visiting June reiterated the suggestion that the Centre should become involved in setting up a Friendly Visitor program for lonely, homebound seniors. As this is also an objective for the Age Friendly committee it was suggested that both groups work together and possibly start the process for a grant application to get the program started.

PUBLIC PARTICIPATION

None

CLOSE

The Chair declared the meeting adjourned at 11:27

Diane Maxey, Chair

Irene Laing, Secretary

Next meeting November 13 at 10:30 a.m. at the Fort Frances Senior Centre.

Doug Cuthbertson – Chair Northwoods	P	Chamber of Commerce Representative Jennifer Soderholm	P
Ed Gackley Flinthouse	P	RRFDC – Geoff Gillon	P
Shelley Wepruk Secretary	P	John Albanese – Town Councilor Town of Fort Frances	P
Scott Krienke-Turvey Ink Spotz Apparel	P	Jennifer Horton Curey Chick	P
Marie Therese Metke Pharmsave	A	Katie – TD Bank (Guest)	P
Katie Trimble B93	A		
Pat Gartshore Gartch's International Pub	P		
Natalie Donaldson Guest	P		



1.Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Doug Cuthbertson opened the meeting. The meeting was called to order at 8:05 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted. The board welcomed Katie to our meeting

2. Approval of Minutes

B.I.A Board of Management Meeting – 12 September 2018

Copies of the minutes from the 12Septembr 2018 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 John Albanese/Pat Gartshore

TO accept the minutes presented of 12 September, 2018

Also to ratify all motions made on that date.

No against or abstentions

CARRIED

3. Accounts Payable & Financial Report

Motion #2 – Pat Gartshore/Scott Krinke-Turvey

TO accept the total payable for September in the amount of \$699.28

No against or abstentions

CARRIED

4. New Business

1. Stars

5. Additions to Agenda

1. Christmas Parade

6. Business Arising from the Minutes

Finance and Administration Committee

1. No Report. Doug has not gotten the stick from Kim yet to transfer the books to his computer.

Promotions Committee

1. Scott handed out pamphlets that went out to certain businesses. Shelley is to give Amanda at Fort Frances Times a list of our businesses who we have emails addresses for. Scott is going to call Amanda re the three businesses who were not contacted.
2. Scott played the new radio ad for everyone. Ad will begin Tuesday or Wednesday morning.
3. Scott is working on radio ads the International Falls radio station. He can get ads at good exchange rate, comp. to Canadian funds.

Maintenance Committee

1. Doug has 20 of the stars painted with lights ready to go. Needs to do 14 more. He showed us a picture of his idea of a plaque to place on stars so we can leave them up year round. Everyone agreed it was a great idea.

Motion #1 Ed Gackley/Pat Gartshore

TO purchase new Christmas decorations for baskets.
Also to ratify all motions made on that date.

No against or abstentions

CARRIED

Chamber of Commerce

1. Year is winding down. Everyone was very pleased the way awards were done this year. A new award was created “TEST OF TIME” and was presented to Berry’s. Jen is working on next year’s events. We need to appoint a representative from BIA to sit on Chamber Board. Natalie Donaldson has volunteered to sit for us.

New Committee

1. No report.

Social Media

1. Natalie and Jen Horton are now managing the facebook account for us.

8. New Business

1. Katie and Heather from TD Canada Trust will be heading the Christmas Parade this year. Although it is not our event, we discussed many different aspect of the parade to help them. This is the first time they will be taking on this project.

Setting of Next Board Meeting

Motion # 4 Scott Krinke-Turvey/John Albanese

To close the meeting

No against or abstentions

All in agreement – CARRIED

The next meeting date will be 12 December 2018 at 8 a.m. at the RRFDC board office above the Credit Union on First Street East.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.

Meeting closed at 8:51 am.