

# TOWN OF FORT FRANCES

## AGENDA - October 26, 2020

[Join Microsoft Teams Meeting](#)

[+1 807-701-5975](#) Canada, Thunder Bay (Toll)

Conference ID: 918 395 987#

### COMMITTEE OF THE WHOLE MEETING

held virtually

(Session No. 051) 5:30 PM

Page

1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof.**
4. **Council Reports on Board & Committee Activity:**
  - 4.1 Mayor June Caul - Verbal Update  
Councillor Douglas Judson - Verbal Update  
Councillor John McTaggart - Verbal Update  
Councillor Rick Wiedenhoeft - Verbal Update
5. **Consent Agenda:**
  - 5.1 Request for Reconsideration M.O.S. - 821 Huffman Court (Aug 1-Dec 31, 2019 and 2020). 6 - 13  
- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to process the Minutes of Settlement for 2019 and 2020 for the property located at 821 Huffman Court as received.
  - 5.2 Woodyard / Gateway Study - FEDNOR/NOHFC Project Completion Extension 14  
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to amend the project completion date from September 30, 2020 to December 31, 2020 for both agreement; and subsequent to passing the appropriate amending by-law, authorize the Mayor and Clerk to execute the amendment to the agreements on behalf of the Corporation of the Town of Fort Frances.
  - 5.3 Municipal Cannabis Policy Statement 15 - 18

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- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to accept the proposed Municipal Cannabis Policy Statement.	
5.4 Traffic Control By-law 21/14 Amendment J	19 - 20
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to have the by-law amendment prepared for signing by the Mayor and Clerk.	
5.5 Traffic Control By-law 21/14 Amendment K	21 - 22
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to have a by-law amendment prepared for signing by Mayor and Clerk.	
5.6 Email from D. Mihichuk - Do not Sweep Homeless under the Rug!	23 - 24
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to receive the e-mail with thanks.	
5.7 Spectators in the Arenas	25 - 26
- approval of this report will agree with the recommendation of the Community Services Executive Committee to allow one spectator per child for the U7 & U9 age groups to allow for more data to be collected and a higher rate of compliance with facility rules before allowing parents/spectators for all levels of users beginning Tuesday October 27, 2020 and that the availability of spectators of older users be determined by the Recreation and Culture Manager when appropriate.	
5.8 Walking Track in the 52 Canadians Arena	27
- approval of this report will agree with the recommendation of the Community Services Executive Committee to endorse the use of the walking track and the \$7.00 per month fee per user.	
5.9 Award of Tender 20-OF-15 - Five Year Landfill Operations	28 - 29
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to award Tender 20-OF-15 to Tom Veert Contracting and further that the Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.	
5.10 Award of RFP 20-OF-14 - Water and Wastewater Treatment Engineering Services	30
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to award RFP 20-OF-14 to TBT Engineering, that the Mayor and Clerk be authorized to execute	

		Page
	the agreement on behalf of the organization, and further that the budget costs to be incurred in 2021 be brought forward to the 2021 Capital Budget.	
5.11	Sewer Rooting - Requests for Reimbursement - approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to not reimburse the private invoice for 415 Second Street East as there is a long history of root problems on the customer side of the service, that each case continues to be considered individually going forward, and further that only works completed during the service reduction period related specifically to Covid-19 be considered.	31 - 37
5.12	Award of Tender 20-OF-13 - Three (3) Year supply and delivery of Granular Materials - approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to award the supply and delivery of Granular 'B' Type 1, 19mm Clear Stone Type 1, Rock for Shoreline Protection and Cobble Stone to George Armstrong Company for each of the three years as tendered, and further to award the supply and delivery of Granular 'A', Screened Winter Sand, Crusher Screenings and Grinding of RAP to Tom Veert Contracting for each of the three years as tendered.	38 - 39
5.13	Opening of the Outdoor Rinks for the 2020 Winter Season - approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to operate the outdoor rinks for the 2020/2021 winter season by not opening rink shacks while permitting the McIrvine and East End Rinks to be open with additional signage promoting physical distancing, and that benches and picnic tables be set out for users to tie skates/shoes and further that the North End rink remain closed.	40 - 41
5.14	Renewing an agreement with LAS for Natural Gas Procurement - approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee that the Town enter into the new LAS Agency Agreement for the LAS Natural Gas Procurement Program and further that the Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.	42 - 52
5.15	Fastenal Client-Supplier OEM Purchasing Agreement - approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee that the Town enter into a Client Supplier Agreement with Fastenal Canada, Ltd. and further that the Mayor and Clerk be authorized to execute the agreement on	53 - 71

behalf of the Corporation.

**6. Administration and Finance Division:**

- |     |   |          |
|-----|---|----------|
| 6.1 | Safe Restart Agreement Phase 2 Funding - Financial Projections for 2020.<br><br>- approval of this report will agree to the recommendation of D. Galusha, Treasurer to not apply for Phase 2 Safe Restart Agreement Funding.  | 72 - 76  |
| 6.2 | Procedure By-law - DRAFT<br><br>- approval of this report will agree with the recommendations and feedback previously provided by the Administration & Finance Executive Committee to receive the Draft Procedural By-law as presented and further direct that the by-law be brought forward at the next Council meeting for passage and enactment. | 77 - 106 |

**7. Operations and Facilities Division:**

- |     |   |     |
|-----|---|-----|
| 7.1 | 2021/2022 Connecting Link Program - Scott Street<br><br>- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to pass a separate resolution supporting the application to the Ministry of Transportation 2021/2022 Connecting Link program for the detailed design of the reconstruction of Scott Street from Reid Avenue to Armit Avenue.                                  | 107 |
| 7.2 | 2021/2022 Connecting Links Program - King's Highway 11/71 Pit Road 2 to Oakwood Road<br><br>- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee that a separate resolution be passed by Council supporting the application to the Ministry of Transportation 2021/2022 Connecting Link program for the reconstruction of King's Highway from Pit Road #2 to Oakwood Road. | 108 |

**8. General:**

- |     |                 |  |
|-----|-----------------|--|
| 8.1 | COVID-19 Update |  |
|-----|-----------------|--|

**9. Information:**

- |     |  |           |
|-----|--|-----------|
| 9.1 | Fire and Rescue Service - September 2020 Report.                     | 109 - 110 |
| 9.2 | Current & Historical Complaint Register Summary.                     | 111 - 112 |
| 9.3 | 2020 Reserve Funds.  | 113       |
| 9.4 | 2020 Statement of Operations - General Fund (actual to September 30, | 114 - 116 |



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2020).	
9.5 2020 Statement of Operations - Water Fund (actual to September 30, 2020).	117 - 121
9.6 2020 Statement of Operations - Sewer (actual to September 30, 2020).	122 - 125
9.7 Fort Frances Wastewater Treatment Facility - September 2020 Monthly Report	126 - 134
9.8 2020 Tonnage at Landfill Site - updated October 15, 2020	135
9.9 Aircraft Landings and Fuel Sales as of September 30, 2020	136 - 137
9.10 Sewer & Water Data for 2020 - updated October 21, 2020	138
9.11 Complaint Register - September 2020	
<b>10. <u>Non-agenda items:</u></b>	
<b>11. <u>ADJOURNMENT</u></b>	



## Treasury Report 2020/63

TO: Mayor Caul & Members of Council  
 FROM: Dawn Galusha, Treasurer  
 DATE: October 20, 2020  
 SUBJECT: Request for Reconsideration M.O.S.  
 RE: 821 Huffman Court (August 1-December 31, 2019 & 2020)  
 Roll # 5912-030-007-22423-0000

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### BACKGROUND

Attached are the Minutes of Settlement for August 1-December 31, 2019 and the 2020 taxation year under Section 39.1 of the *Assessment Act* from MPAC with regard to the following property:

- 821 Huffman Court– Residential (RT) CVA of \$395,731 decreased to CVA of \$359,883, effective August 1, 2019 for the 2019 taxation year resulting from updated structure data and updated bathroom data.
- 821 Huffman Court– Residential (RT) CVA of \$447,000 decreased to CVA of \$411,000, effective the 2020 taxation year resulting from updated structure data and updated bathroom data.

The Municipality may object to the *Request for Consideration Minutes of Settlement* applications within 90 days after receiving the notice for the above referenced property filed under Section 39.1 of the *Assessment Act* as listed on the M.O.S. application being January 4, 2021.

That total financial impact of the Minutes of Settlement is \$962.24 consisting of a reduction of municipal revenue of \$882.97 and education revenue of \$79.27 as listed in the attached Write-offs/Tax Account Adjustment worksheet.

### RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council process the Minutes of Settlement for 2019 and 2020 the property located at 821 Huffman Court as received.

***Council Approval of this Report will agree to the recommendation of the Administration and Finance Executive Committee to process the Minutes of Settlement for 2019 and 2020 for the property located at 821 Huffman Court as received.***

# Days	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
MOS														
153	2019	3.7.22423	-35,848	RTEP	0.01682625	0.00161000	-252.84	-24.19						-277.03
	2020	3.7.22423	-36,000	RTES	0.01750367	0.00153000	-630.13		-55.08					-685.21
														-962.24

**Minutes of Settlement  
2019 Tax Year  
Results of Request for Reconsideration  
Property Assessment Change Notice**



MUNICIPAL PROPERTY  
ASSESSMENT CORPORATION  
SOCIÉTÉ D'ÉVALUATION  
FONCIÈRE DES MUNICIPALITÉS

JOELLE DENISE GABRIELLE BLANC-PAULL  
GAVIN JOSEPH PAULL  
821 HUFFMAN CRT  
FORT FRANCES ON P9A 0A4  
CANADA

**Contact Us**



Call: 1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday 8 a.m. to 5 p.m.



Email: enquiry@mpac.ca



Write: MPAC, 1340 Pickering Parkway  
Suite 101, Pickering ON L1V 0C4

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

This Minutes of Settlement document contains the results of the Municipal Property Assessment Corporation's (MPAC) review of your Request for Reconsideration for the following property. You have a choice to accept or reject the recommended property assessment below.

<b>Owner name(s)</b>	JOELLE DENISE GABRIELLE BLANC-PAULL GAVIN JOSEPH PAULL
<b>Roll number</b>	59-12-030-007-22423-0000
<b>Property location and description</b>	821 HUFFMAN CRT PLAN 48M382 LOT 11
<b>Municipality/Local taxing Authority</b>	Town of Fort Frances

**INFORMATION from your Property Assessment Change Notice**

Adjustment Type*	Property Class / Qualifier**	Current Value Assessed	
		2012	2016
IM	RT	\$400,923	\$394,000
<b>Total</b>		<b>\$400,923</b>	<b>\$394,000</b>

Adjustment Type*	Property Class / Qualifier**	Effective date: August 01, 2019 Phase-in Assessment for Taxation Years	
		2019	2020
IM	RT	\$395,731	\$394,000
<b>Total</b>		<b>\$395,731</b>	<b>\$394,000</b>

**RECOMMENDED change to your Property Assessment Change Notice**

Adjustment Type*	Property Class / Qualifier**	Current Value Assessed	
		2012	2016
IM	RT	\$365,533	\$358,000
<b>Total</b>		<b>\$365,533</b>	<b>\$358,000</b>

Adjustment Type*	Property Class / Qualifier**	Effective date: August 01, 2019 Phase-in Assessment for Taxation Years	
		2019	2020
IM	RT	\$359,883	\$358,000
<b>Total</b>		<b>\$359,883</b>	<b>\$358,000</b>

**Explanation of recommended change and other important information**

- Updated structure data
- Updated bathroom data

**\*Adjustment type**

IM Improvement to property

**\*\*Property class / qualifier**

RT Residential

**What this change means to you**

Under Ontario's *Assessment Act*, the January 1, 2016 assessed value and classification of your property will be used to calculate your 2019 - 2020 property taxes. MPAC will introduce **any increase** in the assessed value of your property gradually, over a four-year period. This helps ensure property tax stability and predictability. MPAC will make **any decrease** in the assessed value of your property right away.

Please check (✓) one of the following:

- ☒ I accept my recommended assessment  
 I understand that if I accept the recommended assessment on page one of this form, my municipality or local taxing authority will use it to adjust my property taxes. It also has the option to object to the recommended assessment and appeal it to the Assessment Review Board (ARB).

OR

- ☐ I reject my recommended assessment  
 I understand that if I reject the recommended assessment on page one of this form, the supplementary/omitted assessment of my property will stay the same as it appears on my 2016 Property Assessment Change Notice. I also understand that I may appeal MPAC's decision to the Assessment Review Board by September 14, 2020.

To complete your Request for Reconsideration, please check one of the above boxes, sign and send a copy of the entire document to MPAC in one of the following ways:



Email: enquiry@mpacca



Write: MPAC, 1340 Pickering Parkway,  
 Suite 101, Pickering ON L1V 0C4

We must receive your response no later than July 31, 2020. If you do not provide a response by checking one of the above boxes, the 2016 assessment of your property will not change.

Signature of property owner/representative 	Print name GAVIN PAULL	Date (yyyy/mm/dd) 2020/09/22
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Signature of MPAC representative 	Print name Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2020/06/16
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**Objection by Municipality or Local Taxing Authority**

Signature of municipal representative	Print name and title	Date (yyyy/mm/dd)
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Last date for a municipal appeal: January 4, 2021

**PLEASE NOTE:** MPAC reserves the right to revise the phased-in assessment amounts included in this Minutes of Settlement if there are any changes in the law that affect the 2016 Current Value Assessment (CVA).

Tax Year: 2019

Roll Number: 59-12-030-007-22423-0000

Date: 2020-10-06 9:25:55 AM  
User: hhatch

Town of Fort Frances  
Distribution Summary  
Property Taxes

Batch: HH10062020MOSPA

Account Number	Account Description	Amount
10-01-0000-0040-10241	Taxes Receivable- Current	-\$277.03
10-01-0150-0121-50018	Residential - EP	\$252.84
10-01-0151-0121-50018	Residential - EP	\$24.19
Report Total:		\$0.00
*** END OF REPORT ***		

**Minutes of Settlement  
2020 Tax Year  
Results of Request for Reconsideration  
Property Assessment Notice**



MUNICIPAL PROPERTY  
ASSESSMENT CORPORATION  
SOCIÉTÉ D'ÉVALUATION  
FONDIÈRE DES MUNICIPALITÉS

JOELLE DENISE GABRIELLE BLANC-PAULL  
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Write: MPAC, 1340 Pickering Parkway  
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If you have any accessibility  
needs, please contact MPAC  
for assistance.

This Minutes of Settlement document contains the results of the Municipal Property Assessment Corporation's (MPAC) review of your Request for Reconsideration for the following property. You have a choice to accept or reject the revised property assessment below.

**Owner name(s)** JOELLE DENISE GABRIELLE BLANC-PAULL  
GAVIN JOSEPH PAULL  
**Roll number** 59-12-030-007-22423-0000  
**Property location and description** 821 HUFFMAN CRT  
PLAN 48M382 LOT 11  
**Municipality/Local taxing Authority** Town of Fort Frances

**CURRENT Property Assessment**

**Property  
Classification**

Residential (RT)  
**Total**

**Current Value Assessed**

	2012	2016
Residential (RT)	\$439,423	\$447,000
<b>Total</b>	<b>\$439,423</b>	<b>\$447,000</b>

**Property  
Classification**

Residential (RT)  
**Total**

Effective date: January 01, 2020  
**Phase-in Assessment for Taxation Years**

	2020
Residential (RT)	\$447,000
<b>Total</b>	<b>\$447,000</b>

**RECOMMENDED Property Assessment**

**Property  
Classification**

Residential (RT)  
**Total**

**Current Value Assessed**

	2012	2016
Residential (RT)	\$404,033	\$411,000
<b>Total</b>	<b>\$404,033</b>	<b>\$411,000</b>

**Property  
Classification**

Residential (RT)  
**Total**

Effective date: January 01, 2020  
**Phase-in Assessment for Taxation Years**

	2020
Residential (RT)	\$411,000
<b>Total</b>	<b>\$411,000</b>

**Why your property assessment changed**

- Updated structure data
- Updated bathroom data

**What this change means to you**

Under Ontario's *Assessment Act*, the January 1, 2016 assessed value and classification of your property will be used to calculate your 2020 - 2020 property taxes. MPAC will introduce **any increase** in the assessed value of your property gradually, over a four-year period. This helps ensure property tax stability and predictability. MPAC will make **any decrease** in the assessed value of your property right away.

Please check (✓) one of the following:

- ☒ I accept my recommended assessment  
I understand that if I accept the recommended assessment on page one of this form, my municipality or local taxing authority will use it to adjust my property taxes. It also has the option to object to the recommended assessment and appeal it to the Assessment Review Board (ARB).

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I understand that if I reject the recommended assessment on page one of this form, the assessed value of my property will stay the same as it appears on my 2016 Property Assessment Notice. I also understand that I may appeal MPAC's decision to the Assessment Review Board by September 14, 2020.

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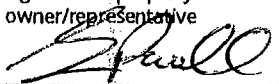


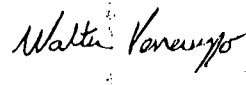
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Suite 101, Pickering ON L1V 0C4

We must receive your response no later than July 31, 2020. If you do not provide a response by checking one of the above boxes, the 2016 assessment of your property will not change.

Signature of property owner/representative 	Print name GAVIN PAUL	Date (yyyy/mm/dd) 2020/09/22
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Signature of MPAC representative 	Print name Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2020/06/16
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**Objection by Municipality or Local Taxing Authority**

Signature of municipal representative	Print name and title	Date (yyyy/mm/dd)
---------------------------------------	----------------------	-------------------

Last date for a municipal appeal: January 4, 2021

**PLEASE NOTE:** MPAC reserves the right to revise the phased-in assessment amounts included in this Minutes of Settlement if there are any changes in the law that affect the 2016 Current Value Assessment (CVA).

Tax Year: 2020

Roll Number: 59-12-030-007-22423-0000



Date: 2020-10-06 9:43:05 AM  
User: hhatch

Town of Fort Frances  
Distribution Summary  
Property Taxes

AGENDA ITEM #5.1  
Page: 1

Batch: HH10062020MOSPL

Account Number	Account Description	Amount
1001-0000-0040-10241	Taxes Receivable- Current	-\$685.21
1010-0150-0121-50019	Residential - ES	\$630.13
1010-0151-0121-50019	Residential - ES	\$55.08
Report Total:		\$0.00
*** E N D O F R E P O R T ***		

Date: October 26, 2020

Report To: Mayor & Council

Report From: Cody Vangel, CBO/Planner

Re: Woodyard/Gateway Study – FEDNOR/NOHFC Project Completion Extension

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Mayor and Council of the Town of Fort Frances may recall the passage of by-law 24/19 and 25/20, as amended, authorizing a funding agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry and the Northern Ontario Heritage Fund Corporation for funding of a feasibility study respecting the Shevlin Woodyard and the Nursing Station (former Resolute property).

Upon confirmation of the appropriate funding for the project, a completion date was set to be September 30, 2020. Given the challenges and hurdles because of COVID-19 the completion date of September 30, 2020 is no longer achievable, and administration recommends amending the agreement to detail a project completion date of December 31, 2020.

The Planning and Development Executive Committee considered this matter at their October 19, 2020 session with recommendation to:

- Amend the project completion date from September 30, 2020 to December 31, 2020 for both agreements; and
- Subsequent to passing the appropriate amending by-law, authorize the mayor and clerk to execute the amendment to the agreements on behalf of the Corporation of the Town of Fort Frances.

Respectfully submitted



Cody Vangel, EIT  
Chief Building Official & Municipal Planner

**Council approval of this report will** agree to the recommendation of the Planning and Development Executive Committee to:

- Amend the project completion date from September 30, 2020 to December 31, 2020 for both agreements; and
- Subsequent to passing the appropriate amending by-law, authorize the mayor and clerk to execute the amendment to the agreements on behalf of the Corporation of the Town of Fort Frances.

Date: October 26, 2020

Report To: Mayor & Council

Report From: Cody Vangel, CBO/Planner

Re: Municipal Cannabis Policy Statement

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The Council of the Town of Fort Frances may recall that on January 14, 2019 Mayor and Council passed a resolution to opt-in allowing cannabis retail stores in the Town of Fort Frances. Along with the above stated resolution it was also agreed to defer the development of a Municipal Cannabis Policy Statement to a later date. During these initial meetings, a draft municipal cannabis policy statement was included, though was never formally approved.

The intent behind the Municipal Cannabis Policy Statement is to:

- Provide better guidance to prospective retail developers on suitable locations for their cannabis retail store
- Identify sensitive areas within the community such as schools and private schools in which a 150m buffer is recommended and/or regulated
- Provide municipal staff and residents of the Town with a framework for providing comment to the Alcohol and Gaming Commission of Ontario (AGCO) during the statutory 15-day consultation period for a proposed cannabis retail store

Attached with this report is the proposed Municipal Cannabis Policy Statement and supporting schedule A identifying a 150m radius around schools.

The Planning and Development Executive Committee recommended approval of the attached documents at their October 6, 2020 session.

Respectfully submitted



Cody Vangel  
Chief Building Official & Municipal Planner

**Council approval of this report will** agree to the recommendation of the Planning and Development Executive Committee to accept the proposed Municipal Cannabis Policy Statement

<b><i>The Town of Fort Frances</i></b>	<b>SECTION</b> Planning & Development Division
<b><u>Policy</u></b>  Municipal Cannabis Policy Statement	<b>NEW:</b> October 2020  <b>REVIEWED:</b>
Resolution No. #####	
Policy Number 6.3	<b>PAGE 1 of 2</b>

## 1. Purpose and Vision

The purpose of this policy statement is to provide a format for municipal government input to the Alcohol and Gaming Commission of Ontario (AGCO) as well as help prospective recreational cannabis retailers in their consideration of location of cannabis retail stores in The Town of Fort Frances.

The AGCO is the provincial authority that licences cannabis retail operators, authorizes cannabis retail locations and licenses senior store staff.

The AGCO regulates and reviews all aspects of the retail operation including municipal and public input, that the proposed store location is consistent with the public interest as defined in the regulations.

The Town of Fort Frances has chosen to allow retail sales of recreational cannabis. The following provides municipal staff and residence of the Town of Fort Frances with guidance on commenting to AGCO when notice on a specific proposed cannabis retail store site is provided on the site location.

For the purposes of this policy statement, a cannabis retail store shall mean a store licenced by the AGCO.

## 2. Principles for Cannabis Retail Store Locations (Relationship to Applicable Law)

*Land Use Planning:* The provincial licensing process does not remove the requirement to comply with the zoning by-law and other municipal planning documents. The definitions within the municipality's Official Plan and Zoning By-law are applicable to all retail, including cannabis retail stores. Retail sale of cannabis from a provincially licensed store is legal and is a permitted use in the employment or downtown business areas of the Municipality.

*Municipal Building Inspections:* while the licencing of the store operation is the responsibility of the AGCO, the Building Code applies to cannabis retail store locations. Therefore, where a building permit is required, the building inspector will undertake duties as usual. Fire Code compliance is also mandatory.

### **3. Cannabis Retail Stores and Sensitive activities**

Cannabis retail stores shall conform with the Town of Fort Frances Official Plan and Zoning By-Law designations.

Cannabis retail stores shall carry all required AGCO licences as well as a Town of Fort Frances Municipal Business Licence.

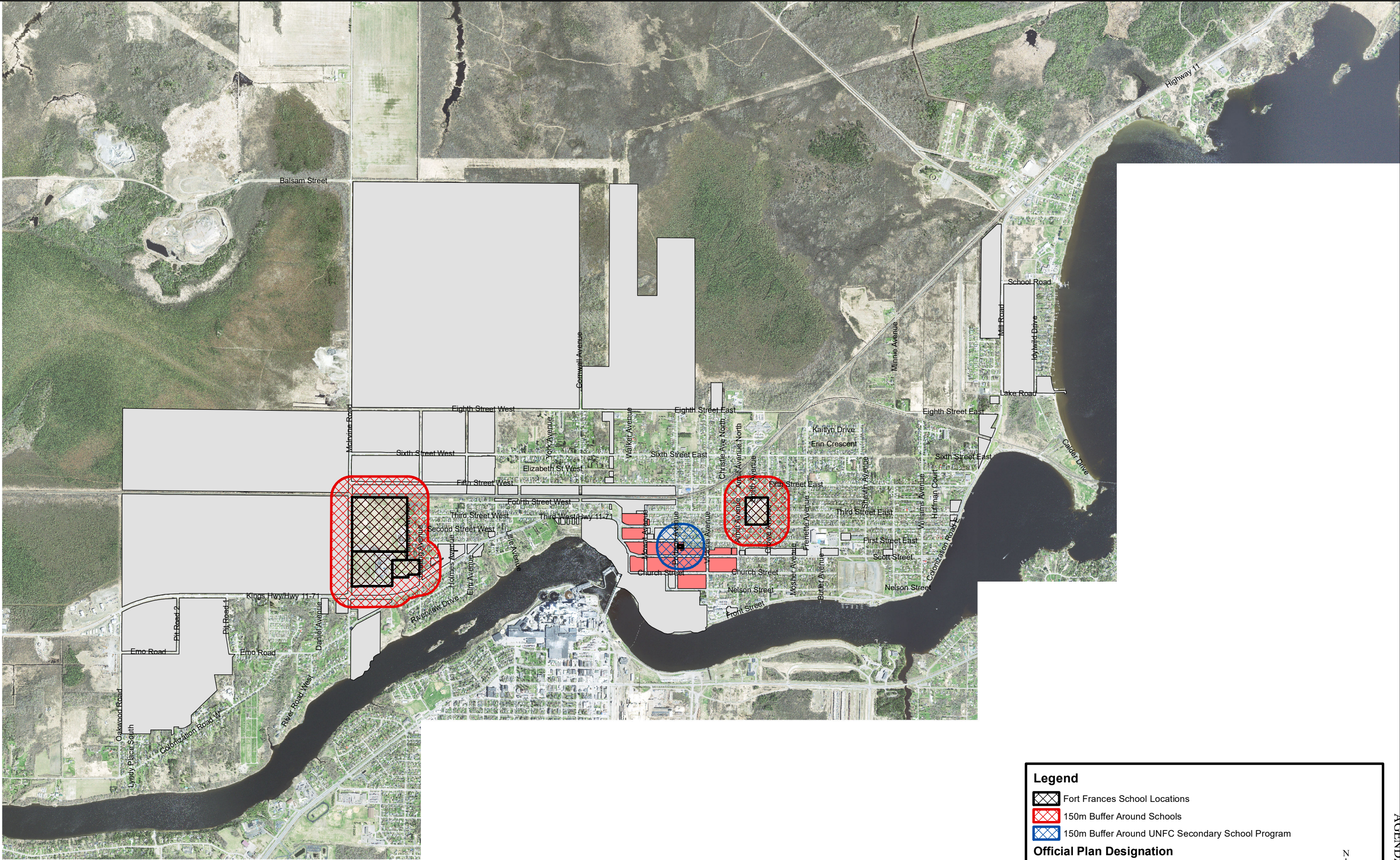
Cannabis retail stores are encouraged to locate in the Downtown Business Area.

In order to promote public health and safety, protect youth and restrict their access to cannabis and reduce illegal sales, retail cannabis stores should be located at least 150 m from nearby properties which are designed to serve youth including schools or private schools.

Schedule A attached hereto identifies areas where retail stores may be permitted, as well as identifying a 150m buffer where a retail cannabis store may not be permitted through Provincial Regulation and Municipal recommendation.



150 m Buffer Zone Around Fort Frances Schools and UNFC at 516 Portage Avenue



**Legend**

- Fort Frances School Locations
- 150m Buffer Around Schools
- 150m Buffer Around UNFC Secondary School Program

**Official Plan Designation**

- Downtown Business
- Employment

\*Last Updated: October 6, 2020.



Date: October 19<sup>th</sup>, 2020

Report To: Council

From: Patrick Briere, By-Law Enforcement Officer

Re: Traffic Control By-Law #21/14 Amendment J.

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This report and attached DRAFT - Traffic By-Law Amendment J have been brought forward to Mayor and Council based off the recommendation from the Planning & Development Executive Committee.

The stop sign to be removed as per the attached draft amendment was a request from the OPP and Operations & Facilities Division as a sign that is not located in an appropriate area. The need for a stop sign in this location is not required and does not create an effective flow of traffic in this area. Therefore, having the stop sign removed is the most effective solution.

The stop signs to be added as per the attached draft amendment are part of the Kiss N Ride for St. Mary's School. Currently, the Town has temporary signs installed in these locations to allow an opportunity to monitor the effectiveness of the signs. Therefore, the signs in this area have proven effective in dealing with the flow of traffic entering and exiting the school area.

Therefore, we with this stated the Planning & Development Executive Committee to recommending that Council approve the report as presented and direct Administration to have the By-Law Amendment prepared for signing by Mayor and Clerk.

Respectfully submitted,

Original Signed By

Patrick Briere  
By-Law Enforcement Officer

<p><b>Council approval of this report will:</b> approve the report as presented and direct Administration to have the By-Law Amendment prepared for signing by Mayor and Clerk.</p>
---

**TOWN OF FORT FRANCES**

**BY-LAW NO. 21/14 – J - DRAFT**

(Being a by-law to amend by-law 21/14, being a by-law for the regulation of traffic on the highways and regulating the use of highways by pedestrians or vehicles within the Municipality. The *Municipal Act, 2001*, S.O. 2001, c. 25 and the *Highway Traffic Act*, R.S.O. 1990, CH.8.)

**WHEREAS** the Corporation of the Town of Fort Frances is authorized to regulate traffic on the highways and to regulate the use of highways by pedestrians or vehicles within the Municipality,

**NOW THEREFORE** the Municipal Council of the Corporation of the Town of Fort Frances **HEREBY ENACTS** the following:

**REMOVAL OF:**

<b><u>TOWN OF FORT FRANCES</u></b>	<b><u>BY-LAW NO. 21/14</u></b>
<b><u>SPECIAL STOP SIGNS</u></b>	<b><u>SCHEDULE “I”</u></b>

<b><u>NO.</u></b>	<b><u>STREET</u></b>	<b><u>FACING TRAFFIC</u></b>	<b><u>ON</u></b>
273	Front Street & Victoria Avenue	East-Bound	Front Street.

**ADDITION OF**

<b><u>TOWN OF FORT FRANCES</u></b>	<b><u>BY-LAW NO. 21/14</u></b>
<b><u>SPECIAL STOP SIGNS</u></b>	<b><u>SCHEDULE “I”</u></b>

<b><u>NO.</u></b>	<b><u>STREET</u></b>	<b><u>FACING TRAFFIC</u></b>	<b><u>ON</u></b>
327	First Street West & Flinders Avenue	West-Bound	First Street West
328	Third Street West & Flinders Avenue	West-Bound	Third Street West
329	Third Street West & Flinders Avenue	North-Bound	Flinders Avenue

READ THREE TIMES and finally passed in open Council this 26<sup>th</sup> day of October 2020.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk



Date: October 19<sup>th</sup>, 2020

Report To: Mayor & Council

From: Patrick Briere, By-Law Enforcement Officer

Re: Draft Traffic Control By-Law #21/14 Amendment K.

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Mayor & Council will recall that at the Council meeting held on September 28<sup>th</sup>, 2020 that a report was approved from the Operations & Facilities Executive Committee regarding changes to the Winter Control Policy #5.34.1 with regards to implementing winter parking regulations.

With this stated, this office has been tasked with ensuring the policy updates as approved by Council are updated within The Town of Fort Frances Traffic By-Law #14/21, as amended to ensure that the policy updates are enforceable.

Therefore, the Planning & Development Executive Committee is recommending that Council approve the report as presented and direct Administration to have a By-Law Amendment prepared for signing by Mayor and Clerk.

Respectfully submitted,

Original Signed By

Patrick Briere  
By-Law Enforcement Officer

<p><b>Council approval of this report will:</b> approve the report as presented and direct Administration to have a By-Law Amendment prepared for signing by Mayor and Clerk.</p>
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**TOWN OF FORT FRANCES**

**BY-LAW NO. 21/14 – K - DRAFT**

(Being a by-law to amend by-law 21/14, being a by-law for the regulation of traffic on the highways and regulating the use of highways by pedestrians or vehicles within the Municipality. The *Municipal Act, 2001*, S.O. 2001, c. 25 and the *Highway Traffic Act*, R.S.O. 1990, CH.8.)

**WHEREAS** the Corporation of the Town of Fort Frances is authorized to regulate traffic on the highways and to regulate the use of highways by pedestrians or vehicles within the Municipality,

**AND WHEREAS** on September 28<sup>th</sup>, 2020, Council approved a report from the Operations & Facilities Executive Committee recommending an amendment to the Traffic Control By-law #21/14 regarding the addition of a winter parking regulations section.

**NOW THEREFORE** the Municipal Council of the Corporation of the Town of Fort Frances **HEREBY ENACTS** the following:

**Section 12.5**

Winter Parking Regulations – In the event that a Significant Weather Event has been declared in accordance with Section 7 of the Town of Fort Frances Winter Control Policy #5.34.1, all on street parking shall be prohibited for the duration of the event to expedite the roadway clearing operations. This restriction only applies between the hours of 7:30pm and 7:30am and covers the entirety of the Town of Fort Frances other than the Downtown Core.

**TOWN OF FORT FRANCES**

**BY-LAW NO. 21/14**

**Winter Parking Regulations**

**SCHEDULE “Z-1”**

<b><u>NO.</u></b>	<b><u>STREET</u></b>	<b><u>BEGINS</u></b>	<b><u>ENDS</u></b>
1.	All Municipal Streets (except the Downtown Core).	October 15 <sup>th</sup>	April 15 <sup>th</sup>

READ THREE TIMES and finally passed in open Council this 26<sup>th</sup> day of October 2020.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

Date: October 26, 2020

Report To: Mayor & Council

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: Email from D. Mihichuk - Do not Sweep Homeless Under the Rug!

---

The email submitted by D. Mihichuk, attached with this report, was considered by the Planning and Development Executive Committee (PDEC) at their October 19, 2020 session.

Dawson had the opportunity to present verbally and speak to the email at the PDEC meeting. The Committee had the opportunity to respond to Dawson and provide a verbal summary.

The Planning and Development Executive Committee recommended to receive the email submitted by D. Mihichuk with thanks.

Respectfully submitted



Cody Vangel, EIT  
Chief Building Official & Municipal Planner

<p><b>Council approval of this report will</b> agree to the recommendation of the Planning and Development Executive Committee to receive the email submitted by D. Mihichuk with thanks.</p>
---

**From:** [Kathy Lawson](#) on behalf of [Town](#)  
**To:** [Lisa Slomke](#)  
**Subject:** FW: Mayor and Council: Do not Sweep Homeless Under the Rug!  
**Date:** Wednesday, October 7, 2020 8:48:51 AM

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**From:** Dawson Mihichuk <dmihi042@uottawa.ca>  
**Sent:** Tuesday, October 6, 2020 11:53 AM  
**To:** Town <town@fortfrances.ca>  
**Subject:** Mayor and Council: Do not Sweep Homeless Under the Rug!

Dear Mayor and Council,

I am writing in strong opposition to the proposed "tenting bylaw" which I became aware of through B93.1 FM. This bylaw has the potential of criminalizing the most vulnerable in our society for the crime of simply existing, and trying to scrape by with the closest semblance to having a roof over their heads. Passing this bylaw would send the strong signal that homeless are "lesser than" and are not to be treated with respect. This bylaw would subject the homeless to harassment and intimidation by the community and police. This is a "band-aid solution" without addressing the root cause.

People feel inconvenienced by homeless individuals, but imagine how they feel: as though their entire society has given up on them. The solution is not to sweep them under the rug and pass measures aimed at having them persecuted and arrested simply for existing. The solution is *housing first*, ensuring that these individuals are given housing and support services.

Treat these people with kindness and compassion, and as individuals down on their luck. Not as criminals that are a burden on society.

Do the right thing,

Dawson Mihichuk  
 1118 River Rd. W.  
 Fort Frances

October 19, 2020

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

**RE: Spectators in the Arenas**

---

Two weeks have passed since the beginning of the Ice in season at the Memorial Sports Centre. The first week we had the 52 Canadians Arena operating and for the second week the Ice for Kids Arena was brought online. There have been many changes in how ice users interact with the facility and the requirements the staff must adhere to this year compared to years past. With these new rules and procedures there have been growing pains associated with the operating of the facilities. The Memorial Sports Centre Staff and Administration are working with the user groups to continue to get buy-in from participants. It is of utmost importance that the intake/departure process operates as designed before allowing several spectators into the building which will significantly increase the workload on the screeners.

There have been a couple of changes to rules to help alleviate some congestion in the building and make the experience easier on the users. The Memorial Sports Centre now has a separate entrance for each ice rink to eliminate some of the congestion in the intake areas and allow more time for cleaning intake areas before the next group arrives. The no bag rule has been modified to allow for a small duffle bag to be brought in to store personal items such as participants masks, gloves, personal affects, hats, etc. Hockey bags however are still prohibited and participants are still required to be dressed when entering the facility and are only able to put on their skates/helmets/gloves once in the facility, all other equipment must be worn coming into the facility.

To allow for a successful start to the U9 & U7 season and to allow the facility to fully determine the impact of allowing an additional 20-30 people into the facility per ice surface, it is proposed that the user groups be allowed to have one parent/guardian per U9 or U7 player attend the facility and stay through the duration of the practice/game in the seating areas. As with other parts of the building it is mandatory that masks be worn while in the arena viewing areas.

In the Ice for Kids arena parents will be asked to access the stands areas via the staircase at the East Ice for Kids Entrance door. Sections C,D,E&F will be the designated areas to be used with all other sections of the arena roped off. Two of the first three rows will be used for seating to allow for social distancing and users will practice physical distancing. Once the practice/game has ended the parents will exit out the main entrance/exit of the IFK arena and then proceed out the front doors as before.

In the 52 Canadians arena parents will be asked to access the stands via the west stairs by the 52 ice users' entrance. The yellow seats will be the designated seats for users with all other seating being roped off and users will practice physical distancing. Once the practice/game has ended the parents will exit out the southeast exit of the 52 Canadians arena and then proceed out the front doors as before.

October 19, 2020

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

**RE: Spectators in the Arenas**

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**Recommendation**

The Community Services Executive Committee recommends to Mayor and Council to allow one spectator per child for the U7 & U9 age groups to allow for more data to be collected and a higher rate of compliance with facility rules before allowing parents/spectators for all levels of users. Determination of parents/spectators for other levels of users is at the discretion of the Recreation and Culture Manager. The change to the Ice in Plan and Participation Requirements to allow spectators for the U9 & U7 age groups would take effect on Tuesday October 27, 2020.

Respectfully Submitted,

*Aaron Bisson*

Aaron Bisson  
Manager of Recreation and Culture

**Council approval of this report will agree to the recommendation of the Community Services Executive Committee to allow one spectator per child for the U7 & U9 age groups to allow for more data to be collected and a higher rate of compliance with facility rules before allowing parents/spectators for all levels of users beginning Tuesday October 27, 2020 and that the availability of spectators of older users be determined by the Recreation and Culture Manager when appropriate.**

October 19, 2020

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

**RE: Walking Track in the 52 Canadians Arena**

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The public has used the 52 Canadians Arena as an area to walk and exercise for many years. The walking track since re-opening the Memorial Sports Centre on August 5, 2020 has not been available as our building remained closed to the public.

There are many requirements and implications to opening the walking track, so it has not been opened to this point. Staff and administration have been busy looking at the flow of the building and customers through it in order to best facilitate a safe return to use for the 52 Canadians walking track.

It is proposed that an appointment based system be set up in order to facilitate a time to screen the individuals through the screening process currently in place at the Memorial Sports Centre. Once inside the users will proceed to the western most stairs by the 52 Canadians exterior entrance and up the stairs on to the walking track. The users will be asked to all walk in a counter clockwise direction and adhere to physical distancing requirements. Once they are finished their exercise they will exit the facility down the southeastern most stairs and then out the main doors of the Memorial Sports Centre. The walking track if approved would be available for use starting Tuesday October 27, 2020.

Masks in the facility are mandatory and must be worn until on the walking track at which point the user can remove the mask. When the user has finished their exercise and is leaving the walking track area they must put their mask back on to exit the facility.

In order to remain consistent among users of the facility it is proposed that the \$7 a month COVID user fee be charged to those using the facility.

**Recommendation**

The Community Services Executive Committee recommends to Mayor and Council to endorse the return to use of the 52 Canadians walking track and to charge the \$7 per month COVID user fee for users of the walking track.

Respectfully Submitted,

Aaron Bisson  
Manager of Recreation and Culture

<p><b>Council approval of this report will agree to the recommendation of the Community Services Executive Committee to endorse the use of the walking track and the \$7 per month fee per user.</b></p>
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October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Award of Tender 20-OF-15 – Five Year Landfill Operations**

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Attached you will find a report from Mr. Craig Miller, P.Eng, Environmental Superintendent outlining the tender submission for the Landfill Operations.

Tom Veert Contracting has been supplying the Town with Landfill Operations for many years and will hold his pricing for another five years through this tender.

It is the recommendation of the Operations and Facilities Executive Committee that Tender 20-OF-15 be awarded to Tom Veert Contracting and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that Tender 20-OF-15 be awarded to Tom Veert Contracting and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.**

Manager of Operations and Facilities

2020Oct21 Award of Tender 20-OF-15 - 5 year Landfill Operations.docx



September 3, 2020

Report To: Travis Rob, P.Eng., Manager of Operations & Facilities

From: Craig Miller, P.Eng., Environmental Superintendent

**SUBJECT:** Tender 20-OF-15 Award

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Tender 20-OF-15 for the Five (5) Year Operation of the Town of Fort Frances Landfill site was opened on October 13, 2020.

A total of one bid was received, from the incumbent operator, Tom Veert Contracting Limited.

The costs breakdown as follows. Note all costs exclude HST.

Monthly Operation Cost	\$18,900.00 per month
Short Duration Access	\$148.00 per hour
Long Duration Access	\$140.00 per hour
Hourly Operational Rate for future adjustments	\$54.50 per hour

Short duration access is defined as after-hours access to the landfill of durations less than 15 minutes. Long duration access is after-hours access exceeding 15 minutes. The operational rate for future adjustments is for if the Town requests a change in hours of operation or an extension of operational hours.

These costs are the same as for the previous 5 year contract (2016-2020) and provide the Town of Fort Frances with cost certainty for the next 5 years.

There were no irregularities with the tender process.

It is my recommendation to award tender 20-OF-15 to Tom Veert Contracting Limited.

Respectfully submitted,



Craig Miller, P.Eng.  
Environmental Superintendent

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Award of RFP 20-OF-14 – Water and Wastewater Treatment Engineering Services**

In the month of September the Town had issued an RFP for design engineering services for the setup of a standby power system at the Fort Frances Wastewater Treatment Plant as well as improvements to the Soda Ash tower at the Water Treatment Plant to address airborne dust in that plant.

Three firms attended a mandatory site meeting held September 28, 2020, being TBT Engineering, WSP and KGS Group. Proposals were opened at the Fort Frances Civic Centre with firms being encouraged to call in for the opening. Proposals were received from all three firms with the breakdown of costs listed below:

<b>Firm</b>	<b>Proposal Cost</b>
KGS Group	\$97,186
TBT Engineering	\$78,632
WSP	\$64,100

The proposals were reviewed using a scoring matrix as outlined in the Request for Proposal documents by Mr. Craig Miller, P.Eng, Environmental Superintendent as well as myself. The proposal that scored the highest was TBT Engineering. In the TBT price, tendering and Project Management were included which was out of the scope, removal of this portion of the costing would see a savings of \$11,760 for a total cost of \$66,872 plus applicable taxes. The 2020 Budget Allocation for these two projects is \$ \$60,000 resulting in a budget shortfall of \$8,048.95 across both projects. The schedule for this work takes us into February 2021 for completion, meaning that the shortfall can be included in the 2021 Capital Budget.

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

1. RFP 20-OF-14 be awarded to TBT Engineering.
2. The Mayor and Clerk be authorized to execute the agreement on behalf of the organization.
3. and further that the budget costs to be incurred in 2021 be brought forward to the 2021 Capital Budget.

Respectfully Submitted



Travis Rob, P.Eng  
Manager of Operations and Facilities

**It is the recommendation of the Operations and Facilities Executive Committee that:**

- 1. RFP 20-OF-14 be awarded to TBT Engineering.**
- 2. The Mayor and Clerk be authorized to execute the agreement on behalf of the organization.**
- 3. and further that the budget costs to be incurred in 2021 be brought forward to the 2021 Capital Budget.**

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Sewer Rooting – Requests for Reimbursement**

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In March of 2020 as a result of the COVID-19 Pandemic the Town of Fort Frances, in an attempt to protect the health and safety of its staff and limit risk of exposure stopped all in house sewer and water works including sewer rooting activities. As a result, we had been directing any calls received at the Town of Fort Frances to local contractors to complete the works. In June 2020 two requests for reimbursement were received by Council allowed for the reimbursement of private sewer rooting services for the difference between the costs for the Town to complete the works (\$117.40) and the actual invoice. In September two addition requests were considered where the same reimbursement was awarded to the property owners. In October two additional requests were received where one of the two property owners was reimbursed. The Town of Fort Frances has developed a protocol for staff to enter dwellings and has resumed sewer cleaning activities effective September 22, 2020.

Attached you will find a report from Mr. Craig Miller, P.Eng, Environmental Superintendent outlining one additional request for reimbursement for recent sewer rodding works completed by a local contractor. It continues to be Administration's recommendation to the Operations and Facilities Executive Committee that these costs should not be reimbursed.

The Operations and Facilities Executive Committee recommends the following:

1. That the private invoice for 415 Second Street East is not reimbursed as there is a long history of root problems on the customer side of the service.
2. That each case continues to be considered individually going forward.
3. And that only works completed during the service reduction period related specifically to COVID-19.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:**

1. That the private invoice for 415 Second Street East is not reimbursed as there is a long history of root problems on the customer side of the service.
2. That each case continues to be considered individually going forward.
3. And that only works completed during the service reduction period related specifically to COVID-19.

Manager of Operations and Facilities

October 19, 2020

Report To: Travis Rob, P.Eng., Manager of Operations & Facilities

From: Craig Miller, P.Eng., Environmental Superintendent

**SUBJECT:** Sewer Rooting – Request for Reimbursement

---

The Town has received a request from Ms. Jennifer Woods at 415 Second Street East for reimbursement of sewer rooting that they had completed by Do-Rite Plumbing (John Marcus). The invoice was for \$175.00 + \$22.75 HST for a total of \$197.75. The work was performed on or about May 11, 2020.

The invoice indicates the location of the blockage but does not indicate the cause of the blockage. The location is specified to be 75 feet out.

The property owner had initially requested rooting services from the Town. Due to Covid-19 work restrictions, Town employees were not entering private buildings for work, including sewer rooting. Because of the Covid-19 work restrictions, we had been referring work out to local plumbers.

Town Bylaw 06/16 speaks to sewer blockages caused by tree roots, as follows:

#### 2.6 Blockage - tree roots - liability

Where a sewer service blockage is caused by tree roots and the tree is located on Town property, the Town may assume liability for costs involved in clearing such blockage. Where the tree is located on private property and causes the blockage of a sewer service then the Owner of the property shall be liable for all of the cost involved in clearing the blockage. The Engineer shall be the sole judge of the location of the problem and as to whether or not the Owner is to be charged with any of the cost.

2.19 Maintenance responsibility - service lateral - building sewer - charges When authorized by the property Owner the Town will perform maintenance work with respect to cleaning of the service lateral and/or building sewer only. The Owner or Authorized representative of the Owner shall give the Town written authorization to perform such work by executing the appropriate Work Requisition form. The charge for maintenance services shall be determined as follows:

- a) A minimum service charge as outlined in the current Town's User Fee By-law will be charged to the Owner for maintenance services.
- b) Where it is determined by the Town that the location of the obstruction is on the Owner's property all charges incurred, less the minimum service charge shall be paid by the Owner.

- c) Where it is determined by the Town that the location of the obstruction is on the Town's property. This only applies to normal service laterals, property line to main (normally approximately ten (10) metres or thirty-three (33) feet) and not those made under special agreement with the Town. The Town may assume all costs for maintenance services to clear the blockage, except for the minimum service charge.
- d) Where it is discovered that the service obstruction is the direct result of a person(s) discharging or depositing items, i.e. female hygiene products, paper towels, etc. other than those deemed normal every day usage, regardless of the location of the obstruction (Owner's or Town's property), the Owner shall be responsible for the costs of the work done to clear the obstruction.

When the Town's employees perform sewer rooting services, the following charges may be incurred (all based on work being done during normal working hours):

Minimum Charges (regardless of where the blockage is): \$26.50

Minimum Charge if blockage is on owner's property or owner is at fault: \$117.40 per hour. (A typical sewer rooting is a one-hour charge).

The town does not charge HST on sewer rooting work.

The Town adapted to the Covid-19 pandemic in March and imposed work restrictions to ensure the safety of Town employees. Not entering private buildings for sewer work was one of the restrictions implemented. Unfortunately, this restriction has meant that the Town has not been able to offer sewer rooting services unless the property has an outdoor cleanout. The Town has since resumed sewer rooting services on September 22<sup>nd</sup>.

Because the work was completed by private contractors, we cannot validate the location of the blockage, if any foreign materials were found or if roots were also encountered on the property owner's side of the property line.

415 Second Street East is a treed property with a history of plugged sewers on the owner's side of the property line. A CCTV inspection of the sewer service was completed in 2016. The sewer service is mostly clay tile except near the sewer main where the sweep into the main is PVC. Roots were present at most joints.

On October 5, 2020, we completed a CCTV inspection after receiving complaints from Ms. Woods after she had been advised by the plumber who did the rooting in May that the roots were on the Town side of the property line and the Town had always told them that the roots were on their side of the property line. The CCTV inspection showed roots

at most of the joints of the service line (approx. every 3-4 feet) as soon as the sewer line left the basement of the house until under the road bed.

It is my recommendation that we do not reimburse this sewer rooting request as roots are present throughout the owner's portion of the sewer service.

A Google Street View picture is attached of the property.

Respectfully submitted,



Craig Miller, P.Eng.  
Environmental Superintendent

Attached:

- Invoice from Ms. Woods
- Imaging of 415 Second Street East
- Property File information – 415 Second Street East



OUR NUMBER 294219  
DATE MAY 11 2020  
CUSTOMER'S ORDER

SOLD TO TIM WOOD'S  
ADDRESS 415 2ND ST E  
FORT FRANCES

SHIP TO NO-KITE PLUMBING  
ADDRESS PC 565  
FORT FRANCES  
P9A 3179

TAX REG. NO. <i>899731418</i>	SALESPERSON
-------------------------------	-------------

FOB

TERMS

VIA

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	UNPLUG SEWER LINE (MAIN)		175 <sup>00</sup>
	APPROX BLOCKAGE WAS 75' CUT		
	HST		22 <sup>75</sup>
	TOTAL		197 <sup>75</sup>

INVOICE

# INVOICE

©Blueline®, 20





Image capture: Oct 2015 © 2020 Google

Fort Frances, Ontario



Street View



# MAINTENANCE RECORD

ADDRESS: 415 SECOND STREET EAST

DATE	REMARKS
OCT 28/80	CLEANED PLUGGED SEWER. PLUGGED AT PROPERTY LINE (ROOTS)
NOV 10/82	" " " " AT MAIN
FEB 27/83	CLEANED PLUGGED SEWER - PLUGGED AT MAIN
JULY 24/84	" " " " PLUGGED ?
SEPT 24/84	" " " " ?
SEPT 30/03	REPLACED LEAD WATER SERVICE WITH 19MM COPPER, NEW CURB STOP, S.S. ROD & SERVICE BOX. NOTE: SEWER IS 150MM CLAY TILE AND IS JUST BESIDE & LOWER THAN WATER.
DEC 31/07	CLEANED PLUGGED SEWER - BLOCKAGE 20' TO 60' FROM CLOIN HOUSE - ROOTS, FEMININE HYGIENE PRODUCTS.

DATE	REMARKS
OCTOBER 9, 2008	BLOCKAGE - 20' TO MAIN - ROOTS - 50/50 SPLIT
JAN. 25, 2010	BLOCKAGE @ 60' - TAMPONS - OWNER BILLED
AUGUST 16, 2010	BLOCKAGE @ 20'-60' - TREE ROOTS - BILLED
NOVEMBER 29, 2011	BLOCKAGE @ 20'-60' - ROOTS & RAGS - BILLED
APR 2/13	CLEANED PLUGGED SEWER - 20-60' SM. OBSTRUCTIONS, PAPER TISSUE BACK
APRIL 30/15	CLEANED PLUGGED SEWER - ROOTS @ 55'
MAY 3/16	CLEANED PLUGGED SEWER - ROOTS @ 32'
MAY 25/16	CLEANED PLUGGED SEWER - PUG BTWN TOILET & CLO
JUNE 16/16	CLEANED PLUGGED SEWER - FEM HYGIENE PRODUCTS @ 37'. CCTV'D - SHOWED ROOTS. CLEANED AGAIN - ROOTS & CLOTH BACK
NOV 8/18	<del>FOR</del> CLEANED SEWER SERVICE @ OWNER'S REQUEST (NOT PLUGGED) - ROOTS @ 20 & 40 FT

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Award of Tender 20-OF-13 – Three (3) Year supply and delivery of Granular Materials**

---

The tender for the supply and delivery of granular materials closed on October 13, 2020. Please find attached spreadsheet outlining pertinent information in regards to the tender bids received.

The highlighted 'green' items on the spreadsheet are the lowest unit price received for each of the granular products tendered in each of the three years and the highlighted 'red' items are the highest unit prices for each of the granular products tendered in each of the three years. Both tenders were checked and mathematically accurate and compliant. For the first time there was an item included for the annual grinding of Recycled Asphalt removed from road jobs into Recycled Asphalt Pavement (RAP) for the Town to use on utility patches temporarily until proper asphalt can be placed.

Administration recommends the following;

1. That the supply and delivery of Granular "B" Type 1, 19mm Clear Stone Type 1, Rock for Shoreline Protection and Cobble Stone be awarded to George Armstrong Company for each of the three years as tendered.
2. That the supply and delivery of Granular "A", Screened Winter Sand, Crusher Screenings and Grinding of RAP be awarded to Tom Veert Contracting for each of the three years as tendered.

Respectfully Submitted



Travis Rob, P.Eng

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

1. That the supply and delivery of Granular "B" Type 1, 19mm Clear Stone Type 1, Rock for Shoreline Protection and Cobble Stone be awarded to George Armstrong Company for each of the three years as tendered.
2. That the supply and delivery of Granular "A", Screened Winter Sand, Crusher Screenings and Grinding of RAP be awarded to Tom Veert Contracting for each of the three years as tendered.

Manager of Operations and Facilities

		2021 Unit	George Armstrong Company		Tom Veert Contracting		% Difference from Low Bid
2021	Units (t)	Price	Unit Price	Total Price	Unit Price	Total Price	
Granular A	2000	\$ 14.67	\$ 16.95	\$ 33,900.00	\$ 14.67	\$ 29,340.00	15.54%
Granular B - Type 1	3000	\$ 9.40	\$ 9.40	\$ 28,200.00	\$ 10.17	\$ 30,510.00	7.57%
Screened Winter Sand	3000	\$ 14.13	\$ 22.60	\$ 67,800.00	\$ 14.13	\$ 42,390.00	59.94%
Crusher Screenings	2000	\$ 15.48	\$ 18.08	\$ 36,160.00	\$ 15.48	\$ 30,960.00	16.80%
19mm Clear Stone Type 1	500	\$ 23.00	\$ 23.00	\$ 11,500.00	\$ 25.43	\$ 12,715.00	9.56%
Rock for Shoreline Protection	500	\$ 38.00	\$ 38.00	\$ 19,000.00	\$ 39.55	\$ 19,775.00	3.92%
Cobble Stone	500	\$ 24.00	\$ 24.00	\$ 12,000.00	\$ 25.14	\$ 12,570.00	4.53%
Grinding of RAP	6000	\$ 7.91	\$ -	\$ -	\$ 7.91	\$ 47,460.00	
TOTAL				\$ 208,560.00		\$ 225,720.00	

		2022 Unit	George Armstrong Company		Tom Veert Contracting		% Difference from Low Bid
2022	Units (t)	Price	Unit Price	Total Price	Unit Price	Total Price	
Granular A	2000	\$ 14.67	\$ 17.52	\$ 35,040.00	\$ 14.67	\$ 29,340.00	19.43%
Granular B - Type 1	3000	\$ 9.58	\$ 9.58	\$ 28,740.00	\$ 10.17	\$ 30,510.00	5.80%
Screened Winter Sand	3000	\$ 14.13	\$ 24.86	\$ 74,580.00	\$ 14.13	\$ 42,390.00	75.94%
Crusher Screenings	2000	\$ 15.48	\$ 18.65	\$ 37,300.00	\$ 15.48	\$ 30,960.00	20.48%
19mm Clear Stone Type 1	500	\$ 23.45	\$ 23.45	\$ 11,725.00	\$ 25.43	\$ 12,715.00	7.79%
Rock for Shoreline Protection	500	\$ 38.75	\$ 38.75	\$ 19,375.00	\$ 39.55	\$ 19,775.00	2.02%
Cobble Stone	500	\$ 24.48	\$ 24.48	\$ 12,240.00	\$ 25.14	\$ 12,570.00	2.63%
Grinding of RAP	6000	\$ 7.91	\$ -	\$ -	\$ 7.91	\$ 47,460.00	
TOTAL				\$ 219,000.00		\$ 225,720.00	

		2023 Unit	George Armstrong Company		Tom Veert Contracting		% Difference from Low Bid
2023	Units (t)	Price	Unit Price	Total Price	Unit Price	Total Price	
Granular A	2000	\$ 14.67	\$ 18.08	\$ 36,160.00	\$ 14.67	\$ 29,340.00	23.24%
Granular B - Type 1	3000	\$ 9.77	\$ 9.77	\$ 29,310.00	\$ 10.17	\$ 30,510.00	3.93%
Screened Winter Sand	3000	\$ 14.13	\$ 27.12	\$ 81,360.00	\$ 14.13	\$ 42,390.00	91.93%
Crusher Screenings	2000	\$ 15.48	\$ 19.21	\$ 38,420.00	\$ 15.48	\$ 30,960.00	24.10%
19mm Clear Stone Type 1	500	\$ 23.91	\$ 23.91	\$ 11,955.00	\$ 25.43	\$ 12,715.00	5.98%
Rock for Shoreline Protection	500	\$ 39.50	\$ 39.50	\$ 19,750.00	\$ 39.55	\$ 19,775.00	0.13%
Cobble Stone	500	\$ 24.96	\$ 24.96	\$ 12,480.00	\$ 25.14	\$ 12,570.00	0.72%
Grinding of RAP	6000	\$ 7.91	\$ -	\$ -	\$ 7.91	\$ 47,460.00	
TOTAL				\$ 229,435.00		\$ 225,720.00	

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Opening of the Outdoor Rinks for the 2020 Winter Season**

---

With COVID restrictions impacting a large number of our operations throughout the organization, outdoor rinks are the next activity to be discussed.

At this point, there should be no issues with opening of the outdoor rinks for the winter season provided that the Town install signs promoting physical distancing by those using the rinks. However with the requirements for cleaning and disinfecting of surfaces in accordance with health guidelines and COVID restrictions and the limited availability of staff in the winter months, especially on weekends, the rink shacks will not be open for this winter season. As an alternative to this, the Town will setup benches and possibly a picnic table at each rink for users to use to tie skates etc.

As for the North End Rink, in order to open the rink we would have to reinstate the electrical and water services. With the electrical reinstatement, there would be a requirement to have an ESA inspection of the site, including the shack and any deficiencies would have to be addressed prior to being able to heat the shack and turn water back on. Once the water was turned back on, any leaks or breaks would have to be repaired prior to being able to reliably flood this rink. In addition to these unknown costs, the operational costs associated with electrical power and sewer and water have not been budgeted for the 2020 budget. This rink was shut down in 2017 as a budget balancing exercise due to the low usership for an annual savings of \$4222.50 (2016). At this point, the budget outlook for 2021 is not better than that of 2017 and in the likely event that cuts would be considered in the 2021 budget, this would be top of the list in the O&F Division due to historical low usership and very poor condition.

It is the recommendation of the Operations and Facilities Executive Committee that the following operating program for the outdoor rinks be adopted for the 2020/2021 winter season:

1. No rink shacks will be open to the public for the duration of the season but the McIrvine and East End Rinks will be open, and signage will be posted promoting physical distancing.
2. Benches, picnic tables be set out for users to tie skates/shoes.
3. The North End Rink remains closed

Respectfully Submitted



Travis Rob, P.Eng  
Manager of Operations and Facilities

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the following operating program for the outdoor rinks be adopted for the 2020/2021 winter season:**

- 1. No rink shacks will be open to the public for the duration of the season but the McIrvine and East End Rinks will be open, and signage will be posted promoting physical distancing.**
- 2. Benches, picnic tables be set out for users to tie skates/shoes.**
- 3. The North End Rink remains closed**

2020Oct21 - Rink Operating plan.docx

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Renewing an agreement with LAS for Natural Gas Procurement**

---

The Town of Fort Frances has been part of the LAS Natural Gas procurement process for many years and see both a reduced cost for gas services, but an annual rebate check. Recently LAS has updated the Agency Agreement (Legal) for the program. The original contract had not been updated in 15 years and was quite general. The new agreement provides greater detail on the program, LAS' responsibilities and fees, better protecting both our members and LAS. It does not change the way the program operates, and the fees that LAS charges remain the same.

It is the recommendation of the Operations and Facilities Executive Committee that the Town enter in to the new LAS Agency Agreement for the LAS Natural Gas Procurement Program and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the Town enter in to the new LAS Agency Agreement for the LAS Natural Gas Procurement Program and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.**

Manager of Operations and Facilities

2020Oct21 LAS Natural Gas Procurement Agreement.docx

This Natural Gas Appointment and Retainer Agreement (“**Agreement**”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**Local Authority Services (“LAS”)**

-AND-

**+ (“Member”)**

Each of the foregoing entities being referred to individually as “**Party**” or collectively as “**Parties**”.

**WHEREAS** the Member wishes to retain LAS on an exclusive basis to provide professional services regarding advice on options for purchasing natural gas and to act as its agent in taking certain actions related to such natural gas purchasing activity as set forth herein;

**AND WHEREAS** the Member acknowledges that such actions may include but are not limited to (i) entering into natural gas purchase and sale agreements and transactions with commodity suppliers for a quantities of natural gas and/or (ii) entering into financial agreements to fix the price or range of prices to be paid by the Member for the future delivery of some or all of the natural gas required by the Member (iii) entering into agreements with third party service providers such as utility companies, local distribution companies, pipeline companies and storage operators for the transportation and delivery of natural gas (“**Third Party Service Providers**”) and/or (iv) entering into agreements which are customary to the natural gas industry such as assignment and assumption agreements, letters of authorization, agency appointment agreements, confidentiality agreements and IT user related agreements (all of which agreements or transactions referred to as “**Natural Gas Agreements**”);

**AND WHEREAS** the Member wishes to enter into Natural Gas Agreements to minimize the cost or risk associated with the procurement of natural gas;

**AND WHEREAS** the Member has passed the necessary by-laws or resolutions to permit the Member to enter into Natural Gas Agreements and transactions thereunder;

**AND WHEREAS** the Member has adopted a statement of policies and goals relating to the use of Natural Gas Agreements to address commodity pricing and costs and has passed the necessary by-laws or resolutions authorizing LAS to act as its agent;

**AND WHEREAS** the Member has provided LAS with copies of the aforementioned policies, goals, bylaws or resolutions;

**NOW THEREFORE THE PARTIES** agree as follows:

**1. APPOINTMENT AND AUTHORIZATION OF LAS**

- 1.1 The Member appoints LAS as its exclusive agent in respect of all matters specified in this Agreement including the solicitation and analysis of offers, negotiating and execution of Natural Gas Agreements and the management and administration associated with such Natural Gas Agreements.
- 1.2 The Member acknowledges and agrees that LAS, as its exclusive agent has full and complete authorization and discretion to take the following actions on behalf of the Member:
  - (a) access any and all information relating to the Member which is in the possession and control of any Third Party Service Providers which relates to the supply and delivery of natural gas at Member facilities;
  - (b) negotiate on behalf of the Member Natural Gas Agreements including the specific terms and conditions contained therein, and execute the same together with other related agreements and documents reasonably requested by the counterparty to the Natural Gas Agreements, on the Member's behalf;
  - (c) disclose to any third party any information of the Member which is necessary to disclose for the purposes of this Agreement or any Natural Gas Agreement or for the purpose of billing, settlement or accounts, administrative matters or for any other purpose relating to the Natural Gas Agreements;
  - (d) as agent for the Member enter into transactions under the Natural Gas Agreements in the name of the Member, and to execute on behalf of the Member confirmations evidencing such transactions;
  - (e) carry out or direct the Member to carry out any ongoing responsibilities of the Member specified in any Natural Gas Agreements or exercise any rights as required to implement said Natural Gas Agreements;
  - (f) terminate any of the Natural Gas Agreements including any or all of the transactions under the Natural Gas Agreements or any related agreements entered into with the counterparty to the Natural Gas Agreements, on the Member's behalf;
  - (g) contract with and otherwise appoint any third party selected by LAS in its sole discretion for the purposes of carrying out any responsibilities of LAS contained in this Agreement (any such appointee, consultant, service provider or delegate shall be engaged on terms satisfactory to LAS);



- (h) terminate any contract of any third party appointed by LAS under Section 1.2(g) and
- (i) carry out any duties or responsibilities and take any actions on the Member's behalf not otherwise specified herein that are incidental or related to carrying out its role as agent herein.

## 2. **LAS OBLIGATIONS**

### 2.1 LAS will:

- (a) solicit and analyze offers, negotiate and where appropriate enter into Natural Gas Agreements in the name of the Member as agent for the Member;
- (b) monitor the regulatory developments concerning natural gas and where appropriate provide recommendations to the Members on Natural Gas Agreements;
- (c) continuously search for and solicit Natural Gas Agreements on the Member's behalf;
- (d) nominate natural gas on a timely basis with Third Party Service Providers;
- (e) account to the Member for all amounts paid to or to be paid by the Member under the Natural Gas Agreements or this Agreement;
- (f) review all natural gas invoices received from Third Party Service Providers and ensure payments (including GST/HST if applicable) are made in a timely manner;
- (g) review delivery rates for each of the Member's facilities to ensure that they are at the most appropriate rate; and
- (h) take such other action as the LAS deems appropriate in the exercise of its authority and performance of its obligations under this Agreement.

## 3. **MEMBER UNDERTAKINGS**

### 3.1 The Member will:

- (a) remain liable as principal for all obligations incurred under or relating to the Member's Natural Gas Agreements whether arising out of actions taken by LAS or the Member;
- (b) provide all necessary accurate data to enable LAS to solicit bids, negotiate and manage new Natural Gas Agreements prudently and as LAS believes to be in the Member's best interest;

- (c) forward to LAS all notices or other communication received by the Member relating to the Natural Gas Agreements or services provided under this Agreement by LAS;
  - (d) provide credit and financial information and collateral or performance assurances if required under any Natural Gas Agreements or this Agreement;
  - (e) pay for the supply of natural gas in accordance with the invoices issued by Third Party Service Providers plus any GST/HST which may be applicable;
  - (f) keep confidential the terms of this Agreement and any of the advice, details or arrangements provided to it by LAS or any of its appointed third parties;
  - (g) inform LAS of any statement of policies and goals relating to the use of Natural Gas Agreements and any amendments thereto;
  - (h) if requested by LAS, provide prudential support to LAS that is required under any of the Natural Gas Agreements or by any Third Party Service Providers; and
  - (i) execute any such documentation as may be deemed necessary by LAS to permit LAS to undertake any of the functions specified under this Agreement including the Notice of Appointment of Agent as set forth in Appendix A to this Agreement.
- 3.2 The Member acknowledges that bids may be solicited by LAS and transactions under the Natural Gas Agreements may be negotiated on behalf of a number of members. The Member further acknowledges and agrees that LAS may determine in its sole discretion whether the Member participates in any particular transaction under a Natural Gas Agreement.
- 3.3 The Member acknowledges that the fixed price for any transaction under its Natural Gas Agreements could at any time be below, above or equal to the market price for natural gas. The Member also acknowledges that the Natural Gas Agreements may contain provisions which may result in the Member owing a termination payment following default under the Natural Gas Agreements even though the member is not the defaulting party.
- 3.4 The Member acknowledges that LAS or a party appointed by LAS may charge and the Member agrees to pay a finance charge for each gigajoule supplied provided that such charge reasonably represents the cost of LAS or a party appointed by LAS providing collateral or performance assurance under Natural Gas Agreements or with Third Party Service Providers.
4. **LAS FEES**
- 4.1 The Member agrees to pay the fees set forth in Appendix B to this Agreement to LAS or any third party appointed by LAS as directed by LAS. The payment of these fees to LAS shall cover the costs of managing and administering the LAS natural gas program on

October 1, 2020

behalf of the Member including the cost of any third party appointed by LAS to assist in providing services under this Agreement.

5. **TERM**

- 5.1 The term of this Agreement shall commence on the date of execution and shall remain in effect for an initial period of two (2) years and thereafter shall automatically renew from year to year unless and until terminated by either Party upon one hundred and eighty (180) days prior written notice; provided, however, that this Agreement and any other documents executed and delivered hereunder shall remain in effect until the last transaction entered into under any of the Natural Gas Agreements expires. The obligation to make payment under Section 4 and Appendix B, and the liability and indemnification provisions shall survive the termination of this Agreement.

6. **LIABILITY AND INDEMNIFICATION**

- 6.1 While LAS takes proactive measures for the protection of the Member's interests, LAS cannot provide unconditional protection from the occurrence of unanticipated and uncontrollable events resulting in adverse financial consequences for the Member. LAS does warrant that the services provided by LAS under this Agreement will be performed in a professional manner. The Member agrees that if LAS breaches this warranty in performing services provided under this Agreement, the sole and complete liability of LAS for such breach will be limited to the return of the fees paid by the Member for services under this Agreement.
- 6.2 LAS liability under or for breach of this Agreement shall not exceed the amount of fees paid by the Member under this Agreement. In no event shall LAS be liable to the Member for incidental, indirect, special, punitive, exemplary or consequential damages howsoever caused, whether for breach of warranty, in tort, for contract or otherwise even if LAS has been advised of the possibility of such damages.
- 6.3 The Member hereby indemnifies LAS, its affiliates, its respective officers, directors, energy committee members, employees, agents, sub-agents, contractors, and consultants and holds them harmless from and against all losses, costs, liabilities, damages and expenses (including without limitation reasonable legal fees) it may incur as a result of LAS acting as the Member's agent as provided herein and the Member hereby agrees that it is liable for all obligations which LAS enters into on the Member's behalf.

7. **REPRESENTATIONS AND WARRANTIES**

- 7.1 The Member represents and warrants to LAS on an ongoing basis that:
- (a) all acts necessary to the valid execution, delivery and performance of this Agreement and the Natural Gas Agreements, including without limitation, public notice or other required procedures have or will be taken and performed as required under the *Municipal Act, 2001*;

- (b) the authorizing by-law with respect to the Agreement and the Natural Gas Agreements have been passed by the council of the Member in full compliance with the *Municipal Act, 2001*, the same was signed by the head of the council and the clerk and sealed with the municipal seal of the Member and no application has been made or action brought to quash, set aside or declared invalid such authorizing by-law nor has the same been in any way repealed, altered or amended and such authorizing by-law is now in full force and effect;
- (c) the aforesaid authorizing by-law and the Natural Gas Agreements contemplated thereby do not conflict with or result in a breach or violation of any statutory provisions which apply to the Member or any agreement to which the Member is a party or under which the Member or any of its property is or may be bound, or, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Member of any regulatory, administrative or other government or public body or authority, arbitrator or court;
- (d) no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the Agreement or any of the Natural Gas Agreements as authorized under the aforesaid authorizing by-law, or in any manner questioning the proceedings and authority under which any Natural Gas Agreements will be entered into, or the capacity of the officers of the Member authorized thereunder to enter into any Natural Gas Agreements, and no authority or proceedings for the Agreement or any Natural Gas Agreements have been repealed, revoked or rescinded in whole or in part;
- (e) entry into and performance of this Agreement and the Natural Gas Agreements by the Member are for a proper public purpose within the meaning of the *Municipal Act, 2001* and the regulations made thereunder;
- (f) the Member obligations to make payments hereunder are unsubordinated obligations and are not subject to any prior claim under any agreement or financial instrument to which the Member is a party;
- (g) the Member is not now subject to any restructuring order under Part V of the *Municipal Act, 2001* or other statutory authority; accordingly, no approval of the aforesaid authorizing by-law, the Agreement or the Natural Gas Agreements is required to be given by any transition board or commission appointed in respect of the restructuring of the Member; and
- (h) to the extent that the term of any transaction entered into in under a Financial Agreement exceeds the current Member council's term, before the Member exercised any powers in respect of the transaction, the Member's treasurer calculated an updated debt limit under Ontario Regulation 403/02 and the treasurer determined that the transaction would not cause the Member to exceed its updated limit and that the approval of the Ontario Municipal Board in respect of the transaction was not required.

7.2 Each Party represents and warrants to the other on an ongoing basis that:

October 1, 2020

- (a) it has the capacity and authority to execute this Agreement and perform its obligations and has taken the necessary action to authorize the execution and performance of this Agreement and the person signing this Agreement is authorized and empowered to do so;
- (b) it has obtained or submitted any authorization or approval or notice to with any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Agreement;
- (c) the execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it;
- (d) this Agreement constitutes a valid and legal binding obligations enforceable against it in accordance with its terms;

## 8. **MISCELLANEOUS**

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario.
- 8.2 This Agreement may be executed by the Parties in separate counterparts, and each executed counterpart shall have the same force and effect as the original instrument. The Parties agree to accept facsimile signatures in lieu of original signatures as evidence of the agreement of the other Party, but each Party shall deliver to the other Party an originally executed copy of this Agreement as soon as possible thereafter.
- 8.3 Each Party will from time to time and promptly upon request, sign and deliver all further documents including any notices of appointment of agent and take all further action as may be reasonably necessary or appropriate to give effect to the terms and intent of this Agreement and to complete the Natural Gas Agreements contemplated by this Agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement by the duly authorized officers:

### **Local Authority Services**

### **City of**

---

Judy Dezell  
Director AMO Enterprise Centre, Business  
Partnerships, LAS & ONE

---

[Name]  
[Title]

Local Authority Services  
200 University Avenue,  
Toronto, ON M5H 3C6  
(T) 416-971-9856  
(F) 416-971-6191

[Member name and address]  
(T)  
(F)

October 1, 2020

## Appendix A

### NOTICE OF APPOINTMENT OF AGENT

THIS NOTICE OF APPOINTMENT OF AGENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
a municipal corporation, having offices in the \_\_\_\_\_ of \_\_\_\_\_ in the Province of Ontario (hereinafter called “End User”),

To: **All Interested Parties**  
(each a “Notified Party”).

1. Appointment. End User in accordance with its Natural Gas Agency and Appointment Retainer Agreement hereby appoints Local Authority Services (“LAS”) as its exclusive agent in respect of all matters related to the End User’s supply of natural gas. The End User further confirms and accepts the appointment by LAS of a third party to assist LAS in managing the End User’s gas supply in accordance with a services agreement between LAS and the third party. The third party may be changed from time to time by LAS.

2. End User Acknowledgement. End User acknowledges that in accordance with its Natural Gas Agency and Appointment Retainer Agreement with LAS that LAS is authorized to approve one or more purchasing strategies for natural gas. End User acknowledges that LAS has authorized, in accordance with the services agreement between LAS and third party, for the third party to assist by negotiating and managing one or more gas supply contracts, delivery agreements and collection service agreements for and on behalf of the End User.

3. Termination. End User may terminate the appointment of LAS as its agent in accordance with the provisions of the Natural Gas Agency and Appointment Retainer Agreement; provided, however, that this appointment and any other documents executed and delivered hereunder shall remain in effect until the last transaction entered into under any of the natural gas agreements expires. Notwithstanding the termination of the appointment of LAS, the End User shall remain liable for all natural gas agreements made on their behalf by LAS under its Natural Gas Agency and Appointment Retainer Agreement.

4. Effective Date. The appointments and directions are effective as of the date first set above.

October 1, 2020

---

(Legal Name of End User)

By: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

City/Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Appendix B****Fees**

In accordance with Section 4.1, the Member agrees to pay LAS the following fees plus GST/HST, as applicable.

Volume (GJ/day)	Fee (\$/GJ)
5,000 or lower	\$0.14
5,001 to 8,000	\$0.12
8,001to 15,000	\$0.10
15,001 or greater	\$0.095



October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Fastenal Client-Supplier OECM Purchasing Agreement**

---

The Town uses Fastenal for many of their purchases, from safety apparel to shovels. Through investigations under the LAS Group Purchasing program, Fastenal started to talk to us about their funding program through OECM, a not for profit sourcing partner for Ontario Public Sector Organizations, particularly the Education Sector.

This program is very similar to the LAS group purchasing program, however for Fastenal, the pricing and promotions are better under this program. In addition, each department under the Town umbrella will be able to have a login to view pricing online and be able to take advantage of this pricing, including Fort Frances Power Corporation.

This agreement will allow the Town to save money on purchases we are already making and is at no obligation or cost to the town.

It is the recommendation of the Operations and Facilities Executive Committee that the Town enter into a Client Supplier Agreement with Fastenal Canada, Ltd and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the Town enter into a Client Supplier Agreement with Fastenal Canada, Ltd and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.**

Manager of Operations and Facilities

2020Oct21 Fastenal Client Supplier Agreement.docx

## OECM Contract #OECM-2018-326-01 General Hand Tools, Maintenance and Safety Contract



Fastenal and OECM make cooperative purchasing simple. Use Contract #OECM-2018-326-01 for MRO Equipment, Tools, Maintenance and Safety Supplies. Fastenal is ready to serve OECM members with quality Maintenance, Repair and Operations, Tools and Safety Supplies and Services. Our offering spans 19 product categories available at more than 3,000+ in-market locations. In addition to our branches, OECM customers can shop online at Fastenal.ca.

### Inventory Control Solutions

- We stock inventory locally – so you don't have to
- Custom bin-stock / line-stock programs
- Dock-to-dock delivery, in-plant locations, jobsite solutions
- FAST Solutions® – Automated supply technology to help you track and control consumption
- Binstock – A perfect fit for all those production and MRO items you can't dispense out of a vending machine but still need on your shelves.
- Onsite – We'll bring our experts, products and solutions within your four walls, driving cost savings and productivity gains in every corner of your business.



### fastenal.ca

- Edit and approve eQuotes from your local branch
- View your custom pricing
- Check local branch availability
- Flexible delivery options: will call, local delivery, direct to site
- Account Management – workflow, spending controls, order templates, customer cross reference search, and more
- Integrations available via most leading e-business systems portals, including: Ariba, SciQuest, Oracle and Many More



and

### Local Branch Service

- More than 3,000+ branches
- Contract pricing on all product lines
- 24-hour emergency service
- Flexible purchasing options: walk-in, phone, fax, or e-Commerce
- Just-in-time ordering and fast fulfillment delivery
- Value-added services



### About OECM

OECM is a trusted not-for-profit collaborative sourcing partner for Ontario's education sector, broader public sector, and other not-for-profit organizations.

We contract with innovative, reputable suppliers to offer a comprehensive choice of quality products and services, and generate significant savings for our customers.

**For more information please visit**  
<https://www.oecm.ca/>

### Follow these steps to sign up with OECM!

#### No obligation and it's FREE!

1. Send an email to [canadagov@fastenal.com](mailto:canadagov@fastenal.com) with your interest in an agreement
2. Sign a CSA between your facility or institution and Fastenal
  - a. Your pricing and reporting is then set-up in Fastenal's system
3. That's it, your contract vehicle is ready to use!

### HOW DO YOU PREFER TO BUY?

LOCAL BRANCH / PERSONAL SERVICE / INVENTORY SOLUTIONS / [FASTENAL.CA](https://www.fastenal.ca)

# YOUR LOCAL SOURCE FOR MILLIONS OF PRODUCTS

Can't find it on our shelves? We can source and stock it for you.

## Fasteners

Bolts  
Screws  
Sockets  
Rod  
Hardware  
Set Screws  
Nuts  
Pins  
Washers  
Nails  
Anchors

Riveting & Self-  
Cinching Products  
Strut, Clamps, and  
Hangers  
Retaining Rings & Clips  
Weld Fasteners  
Thread Repair  
Security Fasteners



## Cutting Tools & Metalworking

Drill Bits  
Reamers  
Taps & Accessories  
End Mills, Shell Mills,  
& Milling Cutters  
Drill Bushings & Die  
Springs  
Tooling Components  
Countersinks & Center  
Drills

Collets, Chucks &  
Accessories  
Annular Cutter Products  
Band Saw Blades &  
Coil Stock  
Inserts & Tool Bits  
Router Bits



## Material Handling, Storage & Packaging

Storage Equipment  
Casters & Wheels  
Material Moving  
Tape  
Ladders & Work  
Accessing  
Equipment  
Packaging Products  
Workbenches & Work  
Tables

Leg Levelers, Vibration  
Pads, Tube Ends,  
& Caps  
Drum & Drum Handling  
Equipment



## Tools & Equipment

Hand Tools  
Power Tool  
Accessories  
Repair & Replacement  
Parts  
Precision Measuring  
Tools  
Air Tools &  
Accessories  
Corded Power Tools  
Cordless Power Tools  
Measuring, Leveling,  
Testing, & Inspection

Clamping & Holding  
Powder Actuated  
Systems  
Hand Tool Storage  
Flashlights & Batteries  
Landscaping Tools &  
Outdoor Equipment  
Power Equipment  
Jobsite Preparation &  
Coverings



## Metals, Materials & Fabrication Equipment

Bars  
Sheet Stock Material  
Extruded T-Slot &  
Accessories  
Fabrication Machinery  
& Equipment  
Precision Ground Flat  
Stock  
Wire Coils & Spools

Drill Rod  
Tubes & Tubing  
Balls  
Industrial Flooring  
Products  
Angles  
Foil  
Blanks

## Power Transmission & Motors

Chain & Sprockets  
Belts, Pulleys &  
Sheaves  
Unmounted Bearings  
Shims & Shim Stock  
Mounted Bearings  
Bushings  
Collars, Couplings &  
Components  
Linear Motion  
General Purpose  
Motors

Grease Fitting Products  
Grease Guns &  
Accessories  
HVAC Motors  
Motor Accessories  
Bearing Packers  
Definite Purpose  
Motors



## Safety

Protective Garments  
Hand Protection  
Eye Protection  
Fall Protection  
Foot Protection  
Head Protection  
Respirators  
Facility Identification  
Spill Containment  
First Aid and  
Emergency Products  
Matting  
Hearing Protection  
Confined Space  
Equipment  
Fire Protection

Safety Storage  
Cabinets &  
Containers  
Traffic Control  
Products  
Locking & Tagging  
Ergonomics  
Hydration Products  
Jobsite  
Communications &  
Security  
Key Center  
Components



## Hydraulics & Pneumatics

Fittings  
Push-to-Connect  
Fittings  
Hose & Hose Products  
Flow Control  
Clamps & Collars  
Pumps & Accessories

Flanges,  
Gaskets, & Rings  
Tubing  
Actuators & Cylinders  
Crimping Machines



## Lifting & Rigging

Rigging Hooks &  
Attachments  
Eye Bolts & Eye Nuts  
Slings & Accessories  
Hoists, Lever Tools, &  
Cable Pullers  
Lifting Hooks &  
Attachments  
Cable  
Chain  
Cranes & Trolleys  
Winches  
Rope

Lifting Beams &  
Clamps  
Snaps  
S-Hooks  
Jacks  
Magnetic & Pallet  
Lifters  
Festoon Kits  
Pipe Lifters  
Hitch Pins & Clips  
Identification Tags



## Chemicals & Paints

Paints, Marking, &  
Accessories  
Lubricants,  
Penetrants, &  
Corrosion Inhibitors  
Adhesives  
Silicones, Caulks, &  
Sealants  
Automotive Application  
Chemicals  
Cleaners, Degreasers,  
& Electrical Cleaners

Grease  
Metalworking &  
Welding Chemicals  
Floor & Surface Care  
Chemicals  
Threadlocking  
Chemicals  
Repair Chemicals  
Insect & Weed Killing  
Chemicals  
HVAC Chemicals  
PVC Pipe Chemicals

## Fleet & Automotive

Air Line Products  
Electrical Products  
Towing & Cargo Control  
Shop Equipment  
Wheel End Products  
Dock Equipment

Standard Replacement  
Parts  
Fleet Filters &  
Accessories



## Abrasives

Coated & Non-Woven  
Abrasives  
Brushes & Deburring  
Products  
Bonded Abrasives  
Carbide Burr Products  
Files  
Abrasive Accessories

Sand Blasting  
Equipment  
Production Abrasives  
Buffing & Polishing  
Products



## Welding

Safety Clothing &  
Equipment  
Gas Apparatus  
Welding Helmets & Eye  
Protection  
Welding Rods & Wire  
Soldering Products

Consumables  
Welding Tools &  
Support Components  
Welding Cable  
Welding Machines



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## SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

**THIS CLIENT-SUPPLIER AGREEMENT**, made in duplicate, for **General Hand Tools, Maintenance and Safety Resources** as outlined in Request for Proposals **OECM#2019-326-01** is effective as of the **[Insert Client-Supplier Agreement effective date]** day of **[Insert month]**, 201**X**

### BETWEEN:

**[Insert full legal name and address of Client, College, University, School Boards or BPS entity]**  
(the "Client")

- and -

**Fastenal Canada, Ltd.**  
(the "Supplier")

**WHEREAS** the Supplier entered into a Master Agreement with OECM referred to as **General Hand Tools, Maintenance and Safety Resources OECM#2019-326-01** for the provision of Resources;

**AND WHEREAS** the Client has decided to become a Client as defined under the Master Agreement by entering into this Client-Supplier Agreement (the "CSA");

**NOW THEREFORE** in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties covenant and agree as follows:

### ARTICLE 1 - DEFINITIONS

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

"**Rates**" means the applicable price for the Resources, as defined in the Master Agreement;

"**Term**" means the period of time from the effective date first above written up to and including the later of:

- (a) **July 24, 2022**, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

### ARTICLE 2 - THE MASTER AGREEMENT

**2.1** This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference **OECM#2019-326-01**.

**2.2** All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict or inconsistency between this CSA and the Master Agreement, the latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

### ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SUPPLIER AGREEMENT

**3.1** The Supplier's representative for purposes of this CSA shall be:

James Heer, Director of Government Sales  
Phone: 613-979-7714  
Email: jheer@fastenal.com

**3.2** The Client representative for purposes of this CSA shall be:

**[Insert Client's contact name, phone/facsimile numbers and email address]**

**3.3** The OECM representative for purposes of this CSA shall be:

Customer Relationship Management  
Phone: 1-844-632-6900  
Email: [customersupport@oecm.ca](mailto:customersupport@oecm.ca)

**ARTICLE 4 - TERM OF CSA**

- 4.1** This CSA is effective as of the Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on the same day that the Master Agreement terminates (the "**Term**"). If the Term of the Master Agreement is extended, then the Term of this CSA shall automatically be extended for the same period and upon the same terms and conditions as the Master Agreement is extended.

**ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS**

- 5.1** The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.
- 5.2** The Supplier shall adhere to the timelines set out in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.3** The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.4** The Client may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

**ARTICLE 6 - RATES AND PAYMENT**

- 6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out in Appendix B - Rates of this CSA.
- 6.2** The Client will pay the Supplier by way of **[Insert method of payment, e.g. Purchasing Cards, cheque, electronic funds transfer, etc.]**. The CSA payment terms are net thirty (30) days.
- 6.3** The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates to this CSA or in Article 6.1 above.

**ARTICLE 7 – INSURANCE**

- 7.1** The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.
- 7.2** The Supplier shall ensure that the Client is named as an additional insured party under the Supplier's insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

**ARTICLE 8 - NOTICES**

- 8.1** Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.
- 8.2** Notices shall be deemed to have been given:
- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
  - (b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.

- 8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

## **ARTICLE 9 –TERMINATION**

### **9.1 Termination by Either Party**

Either party may terminate this CSA upon prior written notice of sixty (60) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

### **9.2 Termination by Client**

The Client shall be entitled to terminate the CSA, without liability, cost or penalty:

- (a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;
- (b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- (c) on written notice to the Supplier, following the occurrence of any material change in the Client's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;
- (d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,
- (e) in accordance with any provision of the Master Agreement or the CSA which provides for termination.

### **9.3 Terminate for Convenience**

Either party may terminate this CSA at any time for its convenience with not less than sixty (60) days' prior written notice.

### **9.4 Supplier's Obligations on Termination**

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and
- (c) comply with any instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

### **9.5 Supplier's Payment Upon Termination**

A Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered at the specific request of the Client (which such inventory shall be immediately delivered to the Client). Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

### **9.6 Termination in Addition to Other Rights**

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Client or the Supplier under the CSA, at law or in equity.

**ARTICLE 10 – PUBLICITY**

- 10.1** Any publicity or publications related to this CSA or the Resources shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

**ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD PARTIES****11.1 Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Client under this Contract.

**11.2 Representatives May Bind the Parties**

The parties represent that their respective signatories have the authority to legally bind them.

**11.3 Independent Contractor**

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors.

**11.4 Subcontracting or Assignment**

The Supplier may subcontract or assign this Agreement in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this Agreement is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

**ARTICLE 12 – GENERAL****12.1 Severability**

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**12.2 Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events



shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

### **12.3 Changes By Written Amendment Only**

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

### **12.4 Section 217 Education Act et. al.**

The Supplier represents and warrants that it has not employed, and that it will not during the Term employ, any teacher, supervisory officer or other employee of an Ontario district school board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario district school board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

The Supplier further represents and warrants that it has not employed, and that it will not during the Term employ, any member of faculty or other employee of an Ontario college or university to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario college or university, or to any student enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such member of faculty or employee for such purpose where such employment or compensation would place the member of faculty or employee in a Conflict of Interest with the college or university by which he or she is employed.

### **12.5 Criminal Records Check**

The Supplier covenants and agrees that it will not engage any employee or other person to perform services for the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the Client. For the purposes of this CSA, the Client shall determine in its sole and unfettered discretion whether an employee of the Supplier or such other person may come into direct contact with students on a regular basis or have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act*, and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1<sup>st</sup> each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Client from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1<sup>st</sup> each year thereafter with respect to Offence Declarations, then the Client will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.



The Client shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Client may attend to such reviews at least twice per year during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Client in the circumstances and in its sole and unfettered discretion, then the Client will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA.

The Supplier will provide thirty (30) days written notice to OECM and the Client should the third-party provider be changed to another provider.

#### **12.6 Purchasing Policies and Guidelines**

The Supplier agrees to comply with the Client's purchasing or administrative policies and guidelines which apply to the provision of Resources under this CSA. Copies of the applicable policies and guidelines are attached as Appendix C to this CSA.

#### **12.7 Harassment and Assault**

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client's policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Client in any investigation undertaken by the Client pursuant to such policies.

**IN WITNESS WHEREOF** the parties hereto have executed this Client-Supplier Agreement as of the date first above written.

**[CLIENT’S NAME]**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Date

I have authority to bind the Client. By signing this Client-Supplier Agreement, I also consent to receive email communications from OEM, which may include announcements related to changes in Resources and pricing on this and other Agreements.

**FASTENAL CANADA, LTD.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I have authority to bind the Supplier

## **APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS**

### **1.1 Description of Resources**

The Supplier will provide Resources that meet the requirements as set out in this Master Agreement.

### **1.2 Resource Requirements**

Resources supplied must have CSA Group (formerly known as the Canadian Standards Association) and/or Underwriters Laboratories of Canada Product approval.

During the Term, the Supplier may be requested to provide proof of meeting or exceeding the applicable standards upon OEM or the Client's request.

#### **1.2.1 Reseller Authorization**

The Supplier must be the authorized reseller of all Resources.

During the Term, the Supplier must maintain the authorized reseller status for all Resources and provide proof of its status upon OEM's request. The Supplier must advise OEM of any changes to their reseller status within thirty (30) days of such change.

### **1.3 Resource Specification**

The Supplier will provide new and unused Resources under the following categories:

- Category A – Machinery, Pneumatics/Hydraulics, Power Transmission and Tools;
- Category B – Fleet Maintenance, Handling & Storage, and Lubricants, Coolants & Fluids;
- Category C – Fasteners, Metalworking, Welding and Raw Materials;
- Category D – Outdoor Resources & Equipment, Painting & Supplies; and,
- Category E – Safety and Security.

### **1.4 Resource Catalogues**

The Supplier will provide to Clients one (1) or more catalogues with Resource details and images, in electronic format. The Supplier will also provide to Clients a customized online ordering website with the relevant Master Agreement Rates.

The Supplier will provide Clients with both an English and French language catalogues.

### **1.5 Description of Core and Non-Core Resources**

#### **1.5.1 Core Resources**

Core Resources are the high usage Resources commonly used by Clients.

#### **1.5.2 Non-Core Resources**

Non-Core Resources are those in addition to the Core Resources that a Client would purchase from the Supplier during the Term of the Master Agreement, regardless if they are included in the Supplier's published standard catalogue (e.g. typically published annually).

### **1.6 Ordering Process**

The Supplier will support a variety of ordering methods, including but not limited to:

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic Data Interchange ("EDI");
- In-person purchase or ordering at the Supplier's branch location. The Supplier has eighty-four (84) branch locations covering Ontario (<https://www.fastenal.com/locations>);
- By phone;

- By electronic mail (or email) to a Supplier representative or central ordering centre; and,
- By online with a secure and dedicated login for Resources and Rates established under this Master Agreement.

The Supplier will provide a two (2) stage approval process for placing orders online. Stage 1, the Client's user places an order request online. Stage 2, the Client's user's manager approves or rejects the order request. If rejected, the order is not placed. If approved, the Supplier will fulfill that order request.

Clients may request to conduct testing the Supplier's online ordering system to ensure it is compatible with Clients' systems, policies and procedures.

The Supplier must ensure that only orders with a valid purchase order number are accepted unless the Client and the Supplier revise this requirement in the Client Supplier Agreement ("CSA").

#### **1.6.1 Order Acknowledgement and Substitutions**

The Supplier will notify the Client immediately or within one (1) Business Day of receiving a Client's order request detailing when the order will be delivered and Resources on backorder. The response will be in writing (e.g. email). On rush orders, the Supplier should confirm by telephone, but follow up with an email. The Supplier will include in this acknowledgement, any Resource ordered that cannot be fulfilled.

The Client may:

- Agree on substitute Resources recommended. The Client may return the substitute Resources in the event it does not fulfill the Client's needs. The Supplier will bear all costs for return;
- Cancel some or all of the order, which cannot be fulfilled exactly as ordered; or,
- Ask the Supplier to ship only available Resources and cancel any backorders.

The Client may change or cancel an order at no additional cost up to the point of shipping.

In the event that specific a Resource is not available to fulfil the Client's order, the Supplier will only substitute Resource upon advance approval from Client's designated personnel with a Resource of equal or better functionality at no additional cost.

#### **1.6.3 Resource Availability and Allocation**

The Supplier will provide notice to OEM and Clients within twenty-four (24) hours of the Supplier discovering any potential supply concern.

The Supplier will provide OEM and Clients with their resolution to the situation within twenty-four (24) hours of notification.

#### **1.6.4 Electronic Commerce**

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft). When Clients implement various methods for electronic ordering, such as integrated system and Electronic Data Interchange ("EDI"), the Supplier will provide reasonable technology and implementation support to Clients as mutually agreed between Client and Supplier, at no additional cost.

#### **1.6.5 No Minimum Order**

There is no minimum order value or quantity requirement for Clients using this Master Agreement.

#### **1.7 Resource Delivery**

The Supplier will deliver orders with correct Resources and quantities.

All Resources will be Delivered Duty Paid ("DDP") to inside the door or the dock of the Client's location as requested.

Delivery charges of any kind (e.g. for orders, replacements, recalls, returns, warranty) will not be accepted or paid.

Clients may have more than one (1) location within their organization (e.g. one hundred (100) individual schools, three (3) campuses) and may have more than one (1) delivery location within one (1) delivery address (e.g. two (2) mini-inventory locations in one (1) campus). The Supplier and Client will set out this arrangement when signing a CSA.

The Supplier is responsible for delivering all Resources to the Client's location. The Client will not be responsible for any delivery activities.

Resources will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, description and quantities ordered and shipped, back orders, if any).

The Client and Supplier may agree to other delivery terms (e.g. in order for the Supplier to reduce its environmental footprint, or to satisfy the Client's schedule) which are mutually beneficial to each party.

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

#### **1.7.1 Lead Time**

The Supplier will deliver Resources ordered by next Business Day or within forty-eight (48) hours for Core Resources, understanding that there may be extenuating circumstances (e.g. a longer delivery lead-time when purchasing special Resources). Non-Core Resource lead-times will be confirmed by the Supplier at the time of ordering.

#### **1.7.2 Damaged or Defective Shipment**

The Supplier will ensure the Resources meet the Client's specified quality levels and specifications.

Resources may not be accepted upon delivery if:

- The Resources or packaging of Resources are defective (e.g. broken and/or damaged);
- The Resources or packaging of Resources are not delivered as agreed; or,
- The Resources were substituted without prior approval of the Client.

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Resources from the Client's location. Clients will not be responsible for any re-stocking charges due to damaged or defective Resources received.

#### **1.7.3 Resource Returns**

For Resources ordered in error by the Client, the Supplier will accept returns. There will be no restocking fees, associated shipping or any other fees to Clients for Resource returns.

Resource refunds options are either a credit applied to the Client's account, or an exchange for another Resource depending on the Client's preference.

#### **1.8 Discontinued Resources**

The Supplier will not arbitrarily discontinue Resources. When Resources are to be discontinued, the Supplier will provide a manufacturer's supporting letter to OEM. The Supplier will also work with Clients to provide the opportunity for Clients to purchase any remaining stock of the discontinued Resource. This approach will be carried out in a fair manner for all Clients that require the discontinued Resource.

#### **1.9 Resource Warranty**

The Supplier will warrant all Resources from the date of receipt for the length of the manufacturer's warranty period, but not limited to the following conditions:

- Faulty material; and,
- Manufacturing defects.

The Supplier will register the equipment Resources for warranty and manage manufacturer's warranty coverage upon delivery.

The Supplier will provide any special assembly, installation, care or maintenance instructions that must be followed to make a claim on the warranty directly to the Client on purchase of the Resource, unless directed otherwise by the Client.

Where a manufacturer's standard warranty applies to the Resource, the Supplier will be responsible for arranging Resource exchanges and repairs. For all Resources with warranty coverage, costs of parts, labour,

and shipping to and from the Client's location on all Resources associated with repairs and/or replacement and this will be at no cost to the Clients.

All warranty related repairs will be performed by a certified technician. Where possible, the Supplier should always repair at the Client's location to minimize equipment downtime.

The Suppliers contact information is:

- Client telephone support during Business Days; and,
- A toll-free telephone number: 1-877-FASTENAL (32783625).

The warranty process is as follows:

- Warranty claim is submitted by the Client. The Supplier will review and address the claim. Clients should provide complete information concerning their warranty claim, including without limitation the date of purchase, nature of the use and general application of the Resource purchased and details surrounding the failure;
- When submitting a warranty claim, send the required information to the Supplier by email to [canadagov@fastenal.com](mailto:canadagov@fastenal.com);
- On receipt of the claim, the Supplier will conduct an investigation into the claim and, as needed, consult with the manufacturer of the Resource. The time to complete the full claims process varies from Resource to Resource. The Supplier will complete the claims process within three (3) weeks for most Resources. The Supplier will advise the Client at the point of claim submission if the process will take longer, and the reason for that extended process time;
- On completion of the investigation, the Supplier will provide a resolution to the Client; and,
- The time to complete an investigation and closing a warranty claim varies depending on various factors associated with the claim. The Supplier will exercise reasonable efforts to investigate, respond to and resolve such warranty claims in a timely manner.

#### **1.10 Resource Trade-In**

The Supplier may offer Clients discounts and/or credits for the use of old equipment no longer required. Details will be mutually agreed upon and outlined in the CSA.

#### **1.11 Resource Related Services**

The Supplier will provide Resource related services to support Client's usage including but not limited to the following:

- Post manufacture warranty Resource repair services;
- Preventative maintenance services; and,
- Technical support on using the Resource.

The Supplier will provide a quotation on the specific post-warranty repairs including costs associated with labour, parts and shipping if applicable for Client's prior approval.

The Supplier will provide Clients with a report on preventative maintenance and repair services upon request.

#### **1.12 Supply Chain Programs**

The Supplier will provide supply chain programs at no additional cost to Clients which can include but is not limited to the following:

- Vendor Managed Inventory ("VMI") – where the Supplier manages the Clients inventory of Resources, freeing up Clients manpower to do other activities;
- Consignment Inventory – Resources are stored in the Clients warehouse and only invoiced to the Client upon use. This provides safety stock to the Client at no additional cost until the Resource is used;
- Inventory Vending machines that hold key inventory Resources, issuing them only on and agreed approval process. These systems can automatically notify the Supplier when the inventory of Resources runs low;

- Resource standardization and substitutions – supporting Clients to reduce the variety of Resources purchased, allowing improved procurement efficiencies;
- Preventative maintenance project kits - allowing Clients who have regular maintenance work to create a single kit which contains a list of Resources required to complete a task (e.g. monthly maintenance on a vehicle requires the same specific Resources each month). The kit is ordered and inventoried as a single Resource number to provide ease of selection by the Client; and,
- Reduction in or reusable packaging.

### **1.13 Environmental Considerations**

OECM and its Clients are committed to reducing the carbon footprint. The Supplier will keep OECM and Clients informed about any environment-friendly Resources, new technologies and green initiatives.

The Supplier offers a range of environmentally preferable Resources which all hold the green leaf symbol on the Suppliers website. Green Resources promote sustainability through energy conservation, green cleaning and maintenance, waste reduction and water conservation.

Further opportunities include:

- Offering recycling programs for lamps, ballasts, mercury-containing devices, batteries, and Personal Protective Equipment ("PPE") Resources ensuring safe disposal; and,
- Industrial vending machines. These can help reduce wasteful consumption of Resources as usage is controlled by the supervisor who has responsibility to encourage reduced consumption. This can lead to significant cost savings for an organization who actively manage this process.

### **1.14 Resource Samples**

From time to time, Clients may be required to test one (1) or more Resources before a purchase (e.g. substitution or alternates) or prior to signing a CSA. The Supplier and the Client will work together to agree an approval process which will include any costs associated with the sample Resource.

### **1.15 Promotional Discounts**

Supplier will offer to Clients special promotions to kick off new Resource lines, sell-off discontinued inventory, and/or end-of-line Resources.

### **1.16 Training**

The Supplier will provide Resource training required at no cost to Clients to ensure the correct operation of any Resources purchased under this Master Agreement.

### **1.17 Technical Support**

The Supplier will provide technical support services to Clients at no additional cost, including, but not limited to, the following:

- A phone number for technical support and warranty support during the Business Day;
- 24/7 online access to training and maintenance documentation; and,
- Manuals supplied with the Resources.
- A Supplier sales representative is also available to provide on-site and on-call support for Clients.

### **1.18 Other Resources**

During the Term of the Master Agreement, if mutually agreed by OECM and the Supplier, other Resources may be added to the Master Agreement to align with Client needs. Master Agreements will be amended accordingly.

### **1.19 Quality Management**

The Supplier operates an ISO 9001:2015 quality system across the organization. Full details can be found at <https://www.fastenal.com/en/729/quality-assurance>.



## 1.20 Invoicing

The Supplier will submit an invoice per shipment (aligned with packing slip) to the Client's Finance Department after Resources have been delivered as applicable, to the appropriate Client locations.

Flexibility in invoicing processes is required. The Supplier will, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Client's CSA will be itemized and contain, at a minimum, the following information:

- Client's name and delivery address;
- Invoice date and number;
- Name of the person who placed the order and/or the Client's purchase order number, as required;
- Detailed description of Resources invoiced, quantity and Rates including Suppliers list price, percentage discount off the Suppliers list price and net Rate;
- Client's cost centre number, general ledger number, as required; and,
- Extended total and Harmonized Sales Tax ("HST").

## 1.21 Payment Terms and Methods

The Client's common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing CSAs (e.g. 2%/10 early payment discount for Clients).

Note – Client's payment terms will **not** be in effect until the Supplier provides an **accurate** invoice.

The Supplier will accept payment from Clients by cheque, Electronic Funds Transfer ("EFT") or Purchasing Card at no additional cost.

### 1.21.1 Electronic Fund Transfer

The Supplier will provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution's name;
- Financial institution's transit number;
- Financial institution's account number; and,
- Email address for notification purposes.

### 1.21.2 Financial Incentives to Clients

Where feasible, the Supplier will propose financial incentives to Clients to promote additional cost savings resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Scheduled deliveries;
- Use of a Purchasing Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients;
- Higher volumes/overall growth in business; and,
- Supply Chain efficiencies such as vending machines, on-site consignment inventory and VMI which lead to better management of Resources and reduced manpower requirements which leads to reduced costs for the organization.

The Client and Supplier will mutually agree on the option to receive these financial incentives in a format of a lower Rate.

The Client may negotiate specific details related to one (1) or more financial incentives.

The financial incentives the Supplier and Client agree to will be incorporated into the CSA and reviewed and adjusted (e.g. annually), as required and reported to OEMC in the spend report on a monthly basis for each Client.

## **1.22 Customer Support to Clients**

The Supplier will provide effective Customer support to Clients including, but not limited to:

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- Easy access to the Supplier (e.g. by online, telephone number, email, and voicemail) during Client's Business Day;
- Knowledge transfer, and no-charge educational events (e.g. webinars), if available;
- Perform Customer satisfaction surveys coordinated with OEMC;
- Attend meetings with Clients, as requested;
- Provide a Supplier's sales representative to provide on-site and on-call support;
- Access to a Supplier's sales specialist who focuses on government agencies, higher education and who can help with best practice, compliance and training; and,
- Provide reports, upon request.

## **1.23 Master Agreement Management Support to OEMC**

OEMC will oversee the Master Agreement, and the Supplier will provide appropriate Master Agreement management support including, but not limited to:

- Assigning an OEMC account executive responsible for overseeing all aspects of the Client relationship and issues, providing OEMC support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Master Agreement within the Client community;
- Attending periodic (e.g. quarterly, semi-annually or annually) business review meetings with OEMC to review:
  - The previous period's Performance Management Scorecard;
  - CSAs and upcoming opportunities will be identified to OEMC (active and those pending);
  - Resources and potentially other related Resources to support Client's business requirements;
  - Issue management and opportunities for improvement;
  - Review and monitor performance management compliance;
- Monitoring, managing and reporting pricing, savings and Customer satisfaction; and
- Timely submission of reports showing invoiced Resources, the applicable CRF, and other ad hoc reports requested.

### **1.23.1 Supplier's Performance Management Scorecard**

To ensure Master Agreement requirements are met, the Supplier's performance will be measured and tracked by OEMC to ensure:

- On time delivery of high-quality Resources at the Master Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time Master Agreement activity reporting to OECM;
- On-time Cost Recovery Fee remittance; and,
- Continuous improvement.

During the Term, the Supplier will collect and report the agreed upon Service Level Agreement's ("SLAs") as requested by OECM. The Supplier's Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Master Agreement, ensuring Clients receive quality Resources. The Supplier's performance score will be considered when OECM contemplates Master Agreement decisions, such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Resources to the Master Agreement;
- Master Agreement extensions; and,
- Master Agreement termination;

The Supplier will maintain accurate records to facilitate the required performance management reporting requirements. Refer to Appendix C – Supplier's Performance Management Scorecard for more details.

A Client may, when executing a CSA, seek other KPIs and SLAs.

#### **1.23.2 Supplier Recognition Program**

In order to strengthen OECM's relationships with supplier partners and drive greater performance, OECM will be introducing a Supplier Recognition Program ("SRP") in 2020. OECM will objectively evaluate supplier partner performance using an open, fair, and transparent framework based on supplier partner performance, generated savings and value, technical strength and agreement performance.

The SRP will drive long-term supplier partner performance by recognizing and motivating supplier partners to deliver continued savings, choice and service to Clients.

Through the SRP OECM will classify supplier partners into (1) of four (4) categories: Platinum, Gold, Silver and Bronze based on objective criteria.

The SRP is not intended to constitute an endorsement by OECM of any particular supplier partner.

#### **1.23.3 Reporting to OECM**

The Supplier will be responsible for providing reports to OECM as further described below, including but not limited to:

- Sales reports (e.g. including Client name, invoice number and date, description of Resources, percentage discount off Supplier's list Price and net Rate, and delivery address);
- Supplier's Performance Management Scorecard;
- CSA status and Second Stage Selection Status; and,
- Other ad hoc reports requested by OECM.

Appendix D – Reporting Requirements provides a full list of the Supplier's reporting requirements under the Master Agreement.

#### **1.23.4 Sales Reports**

The Supplier will be responsible for providing monthly sales reports to OECM. The reports will include, but not be limited to:

- Client's organization name;
- Client's sector (College, School Board, University or other BPS entities);
- Client's address where the Resources were delivered to;

- Resource details (e.g., description, manufacturer's part number, the Supplier's part number);
- Quantity;
- Rates and Total cost (subtotal excluding taxes); and,
- Cost Recovery Fees.

#### **1.23.5 Second Stage Selection Process Report**

The Supplier will be responsible for providing quarterly Second Stage reports to OEMC as further described below, including but not limited to:

- Second Stage Selection Process reference numbers;
- Client's organization name;
- Client contact;
- Second Stage summary (e.g. Resource requested, committed volume);
- Value of the Second Stage Selection Process;
- Savings; and,
- Second Stage status (e.g. submitted to Client, due date to Client).

The Supplier will be responsible for any other ad hoc reports requested by OEMC.

#### **1.23.6 CSA Status Report**

CSA reports should at a minimum include the status of the CSA (e.g. pending, completed).

#### **1.24 Disaster Recovery and Business Continuity**

The Supplier is to provide to OEMC and/or Clients upon request, relevant information about the Supplier's disaster recovery and business continuity program including the process, policies and procedures related to safety standards, preparing for recovery or continuation of services' and support critical to Clients.

#### **1.25 Licenses, Right to Use and Approvals**

Supplier will obtain all permits, licenses, and approvals required in connection with the supply of the Resources. The costs of obtaining such permits, licenses, and approvals will be the responsibility of, and will be paid for by, the Supplier.

Where a Supplier is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Proposal or in the Master Agreement, neither acceptance of the Proposal nor execution of the Master Agreement by OEMC will be considered an approval by OEMC for the Supplier to carry on such activity without the requisite permit, license, or approval.

#### **1.26 Documentation**

The Supplier will maintain all necessary records related to the provision of the services for seven (7) years after the expiration of the Term of the Master Agreement.

#### **1.27 Electrical Requirements**

Any electrical Resources being proposed for consideration pursuant to this RFP must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the *Standards Council of Canada Act* (Canada), and will bear the certification organization's mark identifying the goods certified for use in Canada. Certification will be to the standard that is appropriate for the intended use of the electrical Resources at Client's facilities. On the request from OEMC or the Client, the Supplier will provide satisfactory evidence of such certification, as applicable.

#### **1.28 Workplace Hazardous Materials Information System (WHMIS)**

The Supplier will ensure Workplace Hazardous Materials Information System ("WHMIS") Safety Data Sheets ("SDS") are onsite as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Resources, in accordance with the *Ontario Occupational Health and Safety Act*.



**TO:** Mayor Caul & Members of Council  
**FROM:** Dawn Galusha, Treasurer  
**DATE:** October 21, 2020  
**SUBJECT:** Safe Restart Agreement Phase 2 Funding - Financial Projections for 2020

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## BACKGROUND

As the COVID-19 pandemic has greatly impacted the world, Town Council and Administration have made good choices in mitigating the effect on our Community and our financial situation. Knowing that there would be less revenue in certain areas, the senior management team has tried to ensure the corporation does not spend where it is not necessary.

On August 12, 2020 we received a letter from Steve Clark, Minister of Municipal Affairs and Housing providing the Town with immediate funding for Municipal Pressures in the amount of \$463,100. This is otherwise known as the Safe Restart Agreement. This was for Phase 1 Funding whereby municipalities have the flexibility to address the priorities of their communities based on their unique operating pressures. In addition, we can allocate any excess funds to a Reserve to carry forward to address 2021 pressures. Although the Ministry feels that Phase 1 funding will be sufficient to address COVID-19 costs and pressures for most municipalities, they recognize that some municipalities have experienced greater impacts for which Phase 2 funding can be applied for. Phase 2 funding requests are due October 30. As it is Council's role to set a budget for the Town, there is a resolution required from Council if we wish to seek additional funding.

## INFORMATION

Attached you will find the Summary Year to Date information with a Forecast to December 31, 2020. Doug, Travis, Aaron, and I went through the entire financials line by line to determine the forecast to December 31, 2020 and further to determine if the variance from the forecast to the budget is COVID-19 related or not. In projecting revenues, we went with a status quo scenario where the current MSC operation would take place to the end of the year. If this changes for the last two months of 2020, the effect would be a maximum reduction of \$55,000 in revenue, which may end up offset by reduction in staffing if the arena ice surfaces, gym, squash courts and pool are not available to the general public.

In summary the following comes from the bottom of the attached sheets:

	<b>Projection to December 31, 2020 (Surplus)/Deficit</b>	<b>Non-COVID-19 In-Year Change (Surplus)/Deficit</b>	<b>Impact of COVID-19 (Surplus)/Deficit</b>
General Fund	(258,045)	(94,476)	(163,569)
Sewer Fund	162,182	(1,852)	164,034
Water Fund	184,244	61,417	122,827
<b>Total</b>	<b>88,381</b>	<b>(34,911)</b>	<b>123,293</b>

This is made up of many variances within the 2020 actuals such as, a significant drop in revenue at the Memorial Sports Centre, a drop in interest rates and therefore interest revenue and a reduction in other revenues such as POA fines and rent, and Airport Fuel and Landing Fees. There is also a large savings in Wages, benefits, and travel and training throughout the entire organization.

From these projections our COVID-19 financial impact is less than the \$463,100 that was provided by the provincial government. I would advise that upon completion of our year end we place the remaining funds into a dedicated reserve fund. Further, the Town of Fort Frances is not in a position to apply for Phase 2 funding as our forecasted financial pressure is outside the established criteria.

**Recommendation**

It is my recommendation that Council does not apply for Phase 2 Safe Restart Agreement Funding as we will have remaining Phase 1 Funding.

***That Council agree to the recommendation of the Treasurer to not apply for Phase 2 Safe Restart Agreement Funding.***

# 2020 Statement of Operations

	2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020	Forecast to December 31, 2020	Non-COVID-19 In- year Changes (Surplus)/Deficit	Net Change as a Result of COVID-19 (Surplus)/Deficit
<b>GENERAL FUND</b>							
<b>CORPORATE:</b>							
REVENUE							
Municipal Levy	(10,902,495)	(10,967,508.08)	(11,378,238)	(11,629,412.77)	(11,378,238)	-	-
School Board Levy	(1,506,290)	(1,482,527.10)	(1,492,647)	(1,476,374.18)	(1,476,374)	16,273	-
Payments-In-Lieu	(816,367)	(662,229.70)	(830,794)	(612,884.56)	(851,027)	(20,233)	-
Contribution From Contingency Reserve Fund	-	-	-	-	-	-	-
Sale of Land/Gain on Sale of Land	-	-	-	(707.11)	(707)	(707)	-
Other Grant (In-Lieu of taxation)	-	-	-	-	-	-	-
One Time Assistance Funding	-	-	-	-	-	-	-
Tax Rate Stabilization Reserve Fund Contribution	-	-	-	-	-	-	-
Surplus from Prior Years	-	-	-	-	-	-	-
Ontario Cannabis Legalization Implementation Fund	(14,693)	(26,553.00)	-	-	-	-	-
Modernization Grant Fund	-	-	-	-	-	-	-
OMPF Funding	(3,363,500)	(2,520,842.00)	(3,294,600)	(2,470,950.00)	(3,294,600)	-	-
	<b>(16,603,345)</b>	<b>(15,659,659.88)</b>	<b>(16,996,279)</b>	<b>(16,190,329)</b>	<b>(17,000,946)</b>	<b>(4,667)</b>	-
EXPENDITURES							
Election	-	(100.00)	-	-	-	-	-
Council	552,621	247,068.45	369,358	136,295.17	340,591	(3,910)	(24,857)
Contributions from Capital Fund	-	-	-	-	-	-	-
Contribution to Reserve/Reserve Funds	1,550,917	-	1,802,977	-	1,802,977	-	-
Uncontrollable Costs	2,408,136	1,860,042.95	2,406,172	1,813,631.22	2,406,172	-	-
Economic Development	168,068	56,376.16	31,808	39,589.10	94,308	-	62,500
Travel Information Centre	4,006	11,686.88	19,141	6,512.03	13,412	-	(5,729)
Solar Panels	(21,499)	(13,170.17)	(18,329)	(8,410.73)	(6,288)	12,041	-
School Board Requisition	1,506,290	1,145,474.19	1,492,647	1,119,309.67	1,492,647	-	-
Long Term Debt	397,821	295,663.63	384,028	286,538.22	384,028	-	-
	<b>6,566,360</b>	<b>3,603,042.09</b>	<b>6,487,802</b>	<b>3,393,465</b>	<b>6,527,847</b>	<b>8,131</b>	<b>31,914</b>
<b>Total Corporate</b>	<b>(10,036,985)</b>	<b>(12,056,617.79)</b>	<b>(10,508,477)</b>	<b>(12,796,863.94)</b>	<b>(10,473,100)</b>	<b>3,464</b>	<b>31,914</b>

# 2020 Statement of Operations

	2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020	Forecast to December 31, 2020	Non-COVID-19 In- year Changes (Surplus)/Deficit	Net Change as a Result of COVID-19 (Surplus)/Deficit
<b>ADMINISTRATION &amp; FINANCE:</b>							
Admin. Revenue	(655,525)	(418,935.41)	(465,325)	(316,843.72)	(379,779)	4,598	80,948
Administration Department	495,207	382,272.78	511,597	349,135.89	479,171	(14,287)	(18,139)
Clerk's Department	226,779	147,456.16	232,195	154,415.24	227,395	(500)	(4,300)
Treasury Department	575,921	367,196.94	534,938	336,330.00	493,047	-	(41,891)
FFPC Administration	147,892	91,873.28	-	3,037.69	3,050	3,050	-
Information Technology	256,071	125,224.44	316,698	210,008.05	305,117	(6,581)	(5,000)
<b>Total A &amp; F</b>	<b>1,046,345</b>	<b>695,088.19</b>	<b>1,130,103</b>	<b>736,083</b>	<b>1,128,001</b>	<b>(13,720)</b>	<b>11,618</b>
<b>EMERGENCY SERVICES</b>							
Fire Emergency Services	1,053,327	698,534.49	1,100,143	690,675.84	1,088,880	(11,021)	(242)
COVID-19 Costs			-	46,866	157,700	-	157,700
911 Dispatch Services	8,120	11,077.10	11,332	9,775.44	11,332	-	-
Police Services	2,304,957	1,633,075.08	2,437,386	1,732,371.67	2,473,036	33,250	2,400
<b>Total Emergency Services</b>	<b>3,366,404</b>	<b>2,342,686.67</b>	<b>3,548,861</b>	<b>2,479,689</b>	<b>3,730,948</b>	<b>22,229</b>	<b>159,858</b>
<b>COMMUNITY SERVICES:</b>							
Sister Betty Kennedy Centre	54,132	34,856.77	36,018	40,299.09	22,867	3,956	(17,107)
Children's Day Care	18,070	17,377.00	7,569	5,782.52	7,569	-	-
Best Start Hub	-	(47,999.20)	-	(740.08)	-	-	-
Day Care Special Needs Resource	-	(24,225.31)	-	(3,008.26)	-	-	-
Handi Transit Services	105,049	127,806.37	107,150	24,045.03	107,150	-	-
Townshend Theatre	-	(8,854.00)	-	2,086.37	4,465	(1,000)	5,465
Recreation Facilities	822,077	486,737.41	970,938	464,105.33	857,236	10,352	(124,054)
Recreation Programs	154,502	35,837.95	117,187	80,033.96	146,029	7,191	21,651
Community Services	141,996	81,387.83	114,000	70,545.45	112,756	1,656	(2,900)
Sunny Cove Camp	29,765	22,529.61	38,583	21,598.20	22,205	-	(16,378)
Public Library	497,448	401,016.20	521,546	328,649.08	514,383	(6,666)	(497)
Library Co-op	-	(5,256.67)	-	-	-	-	-
Museum	172,825	154,743.06	210,407	73,335.74	116,850	(3,425)	(90,132)
Waterfront (Sorting Gap)	38,703	51,739.11	29,490	19,305.01	31,384	(9,775)	11,669
<b>Total Community Services</b>	<b>2,034,567</b>	<b>1,327,696.13</b>	<b>2,152,888</b>	<b>1,126,037</b>	<b>1,942,893</b>	<b>2,289</b>	<b>(212,284)</b>



# 2020 Statement of Operations

	2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020	Forecast to December 31, 2020	Non-COVID-19 In- year Changes (Surplus)/Deficit	Net Change as a Result of COVID-19 (Surplus)/Deficit
<b>OPERATIONS &amp; FACILITIES</b>							
Public Works	449,193	312,925.26	513,209	380,600.11	457,584	(34,265)	(21,360)
Roads	1,523,882	1,019,732.62	1,498,393	1,076,460.10	1,497,280	33,863	(34,976)
Sidewalks	143,123	124,986.06	143,962	102,927.68	140,328	-	(3,634)
Stores Operations	96,805	69,218.87	106,200	68,173.64	107,047	847	-
Traffic Signal Maint	11,135	5,627.81	10,867	6,776.72	13,167	2,300	-
Streetlighting Maint	109,710	35,736.51	116,672	41,844.84	118,016	1,344	-
Waste Management Services	-	(168,089.93)	-	(162,038.53)	-	-	-
Airport	101,822	80,897.80	95,547	90,643.92	210,250	(5,000)	119,703
Parks & Cemeteries Admin	179,668	139,621.79	183,760	103,825.84	201,139	890	16,489
Cemeteries	331,851	209,075.17	347,246	135,532.85	150,522	(25,919)	(170,805)
Parks	320,341	293,324.18	304,266	234,408.44	284,437	41,442	(61,271)
<b>Total Operations and Facilities</b>	<b>3,267,530</b>	<b>2,123,056.14</b>	<b>3,320,122</b>	<b>2,079,156</b>	<b>3,179,771</b>	<b>15,502</b>	<b>(155,853)</b>
<b>PLANNING &amp; DEVELOPMENT</b>							
By-Law Enforcement	156,594	96,118.56	157,801	101,713.49	139,917	(22,562)	4,678
Fight The Blight	-	-	-	-	-	-	-
Building Official Department	(1,481)	(72,600.45)	22,345	5,908.84	8,599	(11,246)	(2,500)
Planning Department	55,223	12,295.46	61,197	32,389.79	59,518	(679)	(1,000)
Civic Centre	111,804	58,782.09	115,160	55,295.11	115,160	-	-
<b>Total Planning and Development</b>	<b>322,140</b>	<b>94,595.66</b>	<b>356,503</b>	<b>195,307</b>	<b>323,194</b>	<b>(34,487)</b>	<b>1,178</b>
<b>Manulife Benefits Refund- Not allocated above</b>					<b>(89,753)</b>	<b>(89,753)</b>	<b>-</b>
<b>SUBTOTAL GENERAL FUND (Surplus)/Deficit</b>	<b>0</b>	<b>(5,473,495.00)</b>	<b>-</b>	<b>(6,180,591.78)</b>	<b>(258,045)</b>	<b>(94,476)</b>	<b>(163,569)</b>
<b>SEWER FUND (Surplus)/Deficit</b>	<b>-</b>	<b>(864,033.22)</b>	<b>-</b>	<b>(859,851.67)</b>	<b>162,182</b>	<b>(1,852)</b>	<b>164,034</b>
<b>WATER FUND (Surplus)/Deficit</b>	<b>-</b>	<b>(715,419.58)</b>	<b>-</b>	<b>(695,175.76)</b>	<b>184,244</b>	<b>61,417</b>	<b>122,827</b>
<b>TOTAL - General, Sewer and Water Funds</b>	<b>0</b>	<b>(7,052,948)</b>	<b>-</b>	<b>(7,735,619.21)</b>	<b>88,381</b>	<b>(34,911)</b>	<b>123,293</b>

October 19, 2020

REPORT TO: Mayor & Council  
FROM: Elizabeth (Lisa) Slomke, Clerk  
SUBJECT: Procedure By-law – DRAFT

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In October 2019, Council directed me to complete a review / rewrite of the 20-year old Procedural By-law. Further, Council indicated that sections of the new proposed wording would be reviewed by the Administration & Finance Executive Committee until a full draft has been vetted. I have brought seven reports forward which covered a significant amount of content in the draft Procedural By-law and used the feedback and input from the Administration & Finance Executive Committee to come up with the version attached.

This by-law review / rewrite included a review by the Senior Management Team and other staff to flush out some inconsistencies and irregularities. Moving forward, I will work with the IT Department to create a way to submit a petition as well as the application for delegation/deputation online (Town website). This additional feature will not impact the by-law as the paper versions will continue to be accepted.

I have placed the necessary advertisements in the local newspaper as required in our Notice By-law, as well as highlighting this item on the Town website.

I believe that a review of the Procedural By-law should take place every term of Council. It is a wonderful tool and when reviewed regularly, puts everyone on the same page procedurally and strengthens the team.

I will endeavour to maintain a consolidated version for ease of use moving forward.

**CORPORATION OF THE TOWN OF FORT FRANCES**

**A BY-LAW TO GOVERN THE PROCEEDINGS OF THE COUNCIL  
OF THE CORPORATION OF THE TOWN OF FORT FRANCES**

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BY-LAW xx~20

Short Title: "THE PROCEDURAL BY-LAW"

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**THE CORPORATION OF THE TOWN OF FORT FRANCES**  
**BY-LAW NO. XX~20**

**A BY-LAW TO GOVERN THE PROCEEDINGS OF THE COUNCIL OF  
THE CORPORATION OF THE TOWN OF FORT FRANCES**

**WHEREAS**, The *Ontario Municipal Act, 2001*, authorizes the Council of every municipality to pass By-laws for governing the proceedings of its Council, the conduct of its Members and the calling of meetings: and

**WHEREAS**, Section 238 (2) further indicates that every municipality and local board shall pass a Procedure By-law for governing the calling, place and proceedings of meetings;

**WHEREAS**, on this specific date, Council approved a report from E. Slomke, Clerk as recommended by the Administration & Finance Executive Committee to implement a new Procedural By-law for the Town of Fort Frances and to repeal the former by-law;

**NOW THEREFORE BE IT RESOLVED, THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF FORT FRANCES ENACTS AS FOLLOWS:**

**ARTICLE I  
SHORT TITLE**

**1. Citation**  
This By-law may be referred to as “THE PROCEDURAL BY-LAW”.

**ARTICLE II  
INTERPRETATION / DEFINITIONS**

**1.** In addition to this by-law, Members of Council are governed by the following documents and legislation:

*Municipal Act, 2001*  
*Municipal Conflict of Interest Act, RSO 1990*  
*Municipal Elections Act, 1996*  
*Accessibility for Ontarians with Disabilities Act, 2005*  
*Occupational Health and Safety Act, RSO 1990*  
*Municipal Freedom of Information and Protection of Privacy Act, RSO 1990*  
*Planning Act, RSO 1990*  
*Human Rights Code, RSO 1990*  
Municipal Code of Conduct By-law  
Staff / Council Relations Policy

Members of Council shall be familiar with the above-noted documents and legislation and shall rely upon them when making decisions and exercising their powers.

**2. Definitions**

**Abstention**  
“Abstention” means a refusal to vote either for or against a proposal.

**Act**  
“Act” means the *Municipal Act, 2001*, as amended from time to time.

**Deputy Mayor**

“Deputy Mayor” means the Member of Council appointed by resolution to act from time to time in the place and stead of Mayor.

**Ad Hoc Committee**

“Ad Hoc Committee” means a committee appointed by Council from time to time, to act on a temporary or singular issue and shall be discontinued by Council when their recommendations upon the specified initiative or matter have been provided, and dealt with by Members of Council and further recommendations are no longer required.

**Advisory Committee**

“Advisory Committee” means a committee appointed by Council to act in an advisory capacity to Council on operational and strategic issues during the full term of Council.

**Chair**

“Chair” means the Mayor or Deputy Mayor or Chairperson is the person in a meeting who is actually presiding at the time that the meeting is being held.

**Chief Administrative Officer**

“Chief Administrative Officer”, means the Chief Administrative Officer (CAO) of Town of Fort Frances designated by By-law.

**Clerk**

“Clerk” means the Clerk of Town of Fort Frances authorized by the *Municipal Act, 2001* and appointed by By-law.

**Committee of the Whole**

“Committee of the Whole” means a meeting of Elected Members of Council, the device to enable the Members to give detailed consideration to a matter(s) under consideration and greater means to discuss the matter(s).

**Consent Agenda**

“Consent Agenda” means the portion of the Agenda which consists of items that do not require separate discussion, including, but not limited to: routine staff reports which have received recommendation from their appropriate Executive Committee, these items will be considered under one motion unless a Member requests separate consideration.

**Council**

“Council” means Elected Members of Council of the Town of Fort Frances whom were elected by registered voters or who have been appointed by virtue of a vacancy.

**Debate**

“Debate” means a discussion to put forth reasons for or against, in which a difference of opinion may be expressed.

**Electronic Participation**

“Electronic Participation” shall mean participation in a meeting from a location other than that at which the meeting is physically being held by means of telephone, internet or other electronic as may be decided upon by Council from time to time.

**Executive Committee**

“Executive Committee” means a committee representing one of the divisions of the Town, which meets regularly to provide recommendations to Council and is comprised of three members of Council, the Mayor as ex-officio and Administrative Staff.

**Friendly Amendment**

“Friendly Amendment” means the motion under debate is amended with the consent of the mover and seconder and without the requirement for an amending motion to be made.

**In-Camera**

“In Camera” means a meeting or portion of a meeting closed to the general public.



**Local Board**

“Local Board” means a municipal service board, public library board, board of health, police services board, planning board, or any other board commission, committee, body or local authority established or exercising any power under any Act with respect to the affairs or purposes of one or more municipalities, excluding a school board and a conservation authority.

**Meeting**

“Meeting” means any regular, special, or other meeting of a Council, of a local board or of a committee of either of them where a quorum of Members is present and Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the Council, local board or committee.

**Members**

“Members” means a member of the Council of Town of Fort Frances or a member of a local board or committee of the municipality.

**Municipal Corporation**

“Municipal Corporation” means the Corporation of the Town of Fort Frances.

**Petition**

“Petition” means a document addressed to the Council of the Town of Fort Frances that contains the printed name and address and signature of the petitioner, is legible, produced in ink, and contains on each page a clear description of the matter being brought forward (following the Ontario government guidelines) and that the petition once submitted to the Clerk becomes a record that is publicly available. See sample attached as Appendix D.

**Point of Information**

“Point of Information” means a request through the Chair, for information relevant to the business at hand, but not related to parliamentary procedure.

**Point of Order**

“Point of Order” means a matter that a Member considers to be a departure from or contravention of the rules or procedures of Council.

**Presiding Officer**

“Presiding Officer” means the person presiding over a meeting, who may also be referred to as Chair / Chairperson.

**Question of Privilege**

“Question of Privilege” means a matter that a Members considers to question their integrity or the integrity of Council, which relates to the rights and privileges of the assembly or any of its Members to be brought up for possible immediate consideration because of its urgency.

**Quorum**

“Quorum” means a majority of the Members of the Municipal Council or local board or committee, subject to the provisions of the *Municipal Conflict of Interest Act, RSO 1990*, as amended.

**Recorded Vote**

“Recorded Vote,” means the making of a written record of the names and the vote of each Member who votes on a formal question.

**Standing Committee**

“Standing Committee” means a committee appointed by Council that has a continuing existence from one term of Council to another.

**Seal**

“Seal” means the authenticating seal of Town of Fort Frances.

**ARTICLE III  
GENERAL PROVISIONS**

**3.1 Suspension – Rules Regulations – applicable – two-thirds vote**

The rules and regulations contained in this By-law shall be observed in all proceedings of the Council and shall be the rules and regulations for the order and dispatch of business of all Council meetings and in Committees, provided that the rules and regulations contained herein may be suspended by a two-thirds (2/3) vote of Members present and voting, in any case for which provision is not made herein and shall not be debatable or amendable.

**3.2 Calculation – two-thirds vote**

The Calculation of two-thirds (2/3) vote shall be rounded upwards to the next highest (full) decimal.

**3.3 Parliamentary Authority**

The governing legislation, the Procedural By-law, or any standing or special rules of order adopted by Town of Fort Frances ***shall*** govern the procedures of the Council. Where procedural inconsistencies exist which are not addressed by the governing legislation, “Robert’s Rules of Order, latest Edition” shall be the parliamentary authority, which governs the proceedings of the Town of Fort Frances.

**3.4 Severability**

If any provision or provisions of this By-law shall be held to be invalid, illegal, un-enforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**3.5 Applicability**

The rules and regulations contained within this By-law shall be observed in all proceedings of the Council of the Corporation of the Town of Fort Frances, Local Boards and Committees, and shall be the rules and regulations for the order and conduct of business therein.

**ARTICLE IV  
MEETINGS**

**4.1 Inaugural meeting – time – place – held**

The Inaugural Meeting of the Council, following a regular election, shall be considered Council’s first meeting and shall be held on the first Monday on or after November 15<sup>th</sup> in an election year, as determined by the Clerk, beginning at 7:00 p.m., in Council Chambers at the Civic Centre, 320 Portage Avenue in accordance with the *Municipal Elections Act, 1996*. This meeting shall be for the purpose of swearing in the new Council, the appointment of a Deputy Mayor & Chairpersons as well as Councillor appointments to Boards and Committees.

**4.2 Regular Council meeting – schedule – designated – time**

Regular Council meetings, shall be held on the Second and Fourth Mondays of each month, to immediately follow the Committee of the Whole meeting, at such place within the Town of Fort Frances designated for such purpose by the Council and shall be held in accordance with the schedule of meetings of Council and the Committees of Council as prepared by the Clerk.

**4.3 Committee of the Whole - meeting**

Committee of Whole Meetings shall be held on the second and fourth Mondays of each month, commencing at 5:30 p.m., to discuss in a less formal setting, matters that are under consideration and to which the matter is then referred to Members of Council at its Regular Council meeting for action.

#### **4.4 Meetings – holidays – by resolution**

When the meeting scheduled for its regular day and time falls on a Statutory or civic holiday, in which case the Council shall meet at the same hour on the next following day, which is not a Statutory or civic holiday, unless otherwise provided by resolution of the Council.

#### **4.5 July, August and December – exception to meetings**

Notwithstanding the provisions of Section 4.2 and 4.3 of this By-law, there shall be one meeting of Council in the months of July, August and December, the meeting shall be held on the second Monday of each month. Should the meeting fall on a Statutory or civic holiday, the Council shall meet at the same hour on the next following day, which is not a Statutory or civic holiday.

#### **4.6 Special Meetings**

##### **4.6.1. Special meetings – Mayor**

In addition to Committee of the Whole and Council meetings, the Mayor may at any time summon a Special meeting of Council by giving direction to the Clerk stating the date, time and purpose of the Special meeting.

##### **4.6.2 Special meeting – Members of Council**

Upon receipt of the petition of the majority of the Members, the Clerk shall summon a Special meeting for the purpose and at the date and time mentioned in the petition.

##### **4.6.3 Notice – by Clerk**

The Clerk shall give all Members notice of a Special meeting of Council before the time appointed for such meeting.

##### **4.6.4 Delivery Notice**

Notice may be given by delivering a notice to Member(s), by electronic mail or by telephone. Notice to the public shall be by way of website / portal via agenda publication.

##### **4.6.5 Nature of Business – Notice**

The written or verbal notice shall indicate the nature of the business to be considered, date, time and place of the Special meeting.

##### **4.6.6 No other business**

No business other than that indicated in the written or verbal notice shall be considered at the Special meeting.

##### **4.6.7 Special meeting – place**

All Special meetings of Council shall be held at the Civic Centre, 320 Portage Avenue, unless an alternative location is specified in the notice of meeting.

#### **4.7 Emergency meeting – written notice not required**

Notwithstanding any other provision of this By-law, an Emergency meeting may be held, without written notice, to deal with an emergency or extraordinary situation, provided that an attempt has been made by the Clerk or her/his designate to notify the Members about the meeting as soon as possible and in the most expedient manner available.

#### **4.8 Location – Committee of the Whole and Council Meetings**

All Committee of the Whole and Council meetings shall be held within the Council Chambers located at the Civic Centre, 320 Portage Avenue. In the event of an Emergency being declared by the Head of Council or any other Lead Agency as identified within the *“Emergency Management and Civic Protection Act”* within the confines of a declared emergency, where the Civic Centre is not accessible, the Council shall be asked to meet at an identified location accessible by all Members of Council.

#### **4.9 Open – to public – Council – Committees – exception**

Meetings of the Committee of the Whole and Council and its executive committees, shall be open to the public with the exception of those meetings or part of a meeting which may be closed as provided for under Section 239 (2, 3 and 3.1) of the *Municipal Act, 2001*.

#### **4.9.1 Meetings open to public – Record**

All Meetings open to the public shall be recorded without note or comment on all resolutions, decisions and other proceedings and kept for archival purposes.

#### **4.10 Closed – to public – resolution**

Prior to holding a meeting, which is closed to the public, Council or the Committee shall pass a resolution stating the purpose of the holding of the closed meeting and including the general nature of the matter to be considered at the closed meeting as required in section 239 (4) of the *Municipal Act, 2001*.

#### **4.11 Confidential Matters**

Members are to ensure that confidential matters disclosed to them during meetings closed to the public, are kept confidential. No member, officer or employee of the Corporation shall disclose the content of the matter or substance of the deliberations of a Closed Meeting, unless expressly authorized to do so by Council as required by law or to respond or make disclosures to the extent necessary in respect of any legal proceeding or requirement.

Any Member, who contravenes the confidentiality clause, may be subject to penalties in accordance with the previously adopted “**Code of Conduct**” by-law.

#### **4.12 Orientation Meeting**

Orientation meetings of the Council, shall be considered as an information meeting to newly elected Members of Council in order to provide Members with the general process of what an elected Member could reasonably expect such as but not limited to; the Inaugural meeting process; how many committees they may be appointed to; process of a council meeting; protocol; corporate policies; code of conduct; payroll; overview of the budget process, and any other matter the Administration may deem required.

#### **4.13 Electronic Meetings**

The Council may provide that a Member of Council, of a Local Board or of a Committee of either of them, can participate electronically in a meeting, which is open to the public as set out in Appendix A and B.

##### **4.13.1 Electronic Meetings – Quorum**

Any Member, who participates through electronic means, during a public meeting, shall not at any point in time, be counted in determining whether or not a quorum of Members is present.

##### **4.13.2 Electronic Meeting – closed to the public**

No Member shall participate in a meeting, through electronic means, when the meeting is closed to the public.

#### **4.14 Meetings – Termination Hour**

No item of business shall be considered at a meeting of the Council, after the hour of 10:00 p.m. CST.

#### **4.15 Meetings – Continuation – Suspend the Rules**

Should the Members of Council reach the hour of 10:00 p.m. CST, and they wish to continue the ongoing meeting until additional items listed on the Agenda have been dealt with, a Motion to *Suspend the Rules of Order* (Sec. 3.1) of this By-law shall be introduced and a two-thirds (2/3's) vote of the Members present and voting shall be required.

## **ARTICLE V ROLES**

## **5.1 Council and Head of Council**

Details relating to the role of Council and the Head of Council are contained within the *Municipal Act, 2001*, sections 224 and 225 respectively.

### **5.1.1 Individual Authority – not provided**

No individual Council Member may direct any Member of staff to perform such duties that have not been authorized by resolution of the Council.

### **5.1.2 Established Policies – Members – respect**

Members of Council shall respect and adhere to the Policies set by the Council and under no circumstances take it upon themselves individually to circumvent established policies.

### **5.1.3 Council – liaison with CAO**

Council Members will liaise with the Chief Administrative Officer on any given matter concerning the municipality.

### **5.1.4 Information – by Staff – Members of Council**

Council Members are encouraged to request information directly from the CAO or Divisional Managers / Senior Managers when possible.

### **5.1.5 Questions – operational concerns – complaints**

Questions or issues surrounding operational concerns or complaints, excluding basic issues covered in Section 5.1.4 shall be directed to the Chief Administrative Officer, who will then direct the questions or issues to the appropriate Manager.

## **5.2 Chief Administrative Officer, Clerk and Municipal Administration**

Details relating to the roles of the Chief Administrative Officer (CAO), Clerk and Municipal Administration are contained within the *Municipal Act, 2001*, sections 229, 228 and 227 respectively.

## **ARTICLE VI DUTIES**

## **6.1 COUNCIL**

### **6.1.1 Preparation of Members to Council Meetings**

Members of Council shall come prepared to meetings, by having read all the material supplied, including agendas and Administration reports, to facilitate discussion and the determination of action at the meeting. Whenever possible, the Members(s) shall obtain clarification from Management regarding materials supplied in advance of the meeting.

### **6.1.2 Interference – directed to administration**

No Members(s) shall have the authority to direct or interfere with the performance of any work by Administration of the municipality. All inquiries shall be directed through the office of the Chief Administrative Officer as outlined in the Council/Staff Relations policy No. 3.32.

## **6.2 Mayor or Chair**

### **6.2.1 Open Meeting – call to order**

The Mayor or Chair shall preside over the conduct of meetings, including the preservation of good order and decorum, ruling on points of order and deciding all questions relating to the orderly procedure of the meeting, subject to an appeal to the Council or Committee, as the case may be.

### **6.2.2 Speakers – recognized**

The Mayor or Chair shall recognize any Member of Council or Committee (as the case may be) who wishes to speak and determines the order of the speakers.

**6.2.3 Motions – received – submitted – results announced**

The Mayor or Chair shall receive and submit in the proper manner, all motions presented and put to vote all questions, which are duly moved, and to announce the result.

**6.2.4 Mayor or Chair – Participating - Introduction of a motion and debate**

The Mayor or Chair may speak and/or vote on any question, but if they wish to make a motion, they **shall** first leave the Chair by designating the Vice Chairperson to Chair the meeting. Should the Vice Chairperson be absent, by designating another Member to act in their stead until such time as the motion(s) and any amending motion to the main question have been decided upon and after which they shall resume the Chair.

**6.2.5 Debate – enforcing the rules – restrains Members**

It shall be the duty of the Mayor or Chair to restrain the Members, within the rules and procedures when engaged in debate.

**6.2.6 Decorum – order – enforced**

It shall be the duty of the Mayor or Chair to enforce on all occasions the observance of order and decorum among the Members.

**6.2.7 By-laws – resolutions – minutes - authentication**

It shall be the duty of the Mayor or Chair to authenticate, by her/his signature when necessary, all By-laws, resolutions and minutes approved by the Council.

**6.2.7 (a) Authentication – refusal by Mayor or Chair**

In the event that the Mayor or Chair refuses or is unable to authenticate any document as identified in section 6.2.7, the Vice Chairperson shall have the authority to sign on her/his behalf.

## **ARTICLE VII CONDUCT DURING MEETINGS**

**7.1 Sovereign – Royal Family – to be respected**

No Member shall speak disrespectfully of the reigning Sovereign or of any of the Royal Family or of the Governor General, the Lieutenant Governor or any Provincial representative or any Members of the Senate, the House of Commons of Canada or the Legislative Assembly of the Province of Ontario.

**7.2 Members of Council – Municipal Administration**

No Member shall speak disrespectfully nor shall they use offensive words in or against Members of the Council or any Member thereof including Municipal Employees as outlined in the Town of Fort Frances Code of Conduct by-law.

**7.3 Decisions of Council – reconsideration**

Members shall respect and uphold decisions of the Council except for the purpose of moving that the question be reconsidered.

**7.4 Breach of Rules – expel from meeting**

Members shall refrain from any and all harmful conduct to the Municipality. No Member shall breach the rules of the Council, or a decision of the Mayor or Chair or Council as a whole on questions of order or practice, or upon the interpretation of the rules of Council. In the case where a Member persists in any such breach after having been called to order by the Mayor or Chair, the Mayor or Chair may order that Member leave her/his seat for the duration of the meeting of the Council. Should the Member apologize, then they may be permitted to retake their seat.

**7.5 Disorder of Meeting – adjourn – suspend – recess meeting**



It shall be the duty of the Mayor or Chair to adjourn the meeting without the question being put or to suspend or recess the sitting for a time to be named if considered necessary because of grave disorder arising in the meeting.

**7.6 Power to Expel**

The Mayor or Chair may expel any person for improper conduct at a meeting.

**7.7 Code of Ethics – Confidentiality**

**7.7.1 In-Camera subjects – public interest**

Upon completion of any “In-Camera” council meetings, the decisions of the Council with respect to any of the items listed within Section 239 (2) of the *Municipal Act, 2001*; and direction to municipal Administration in accordance therewith, shall then be reported publicly by Council, to the extent that the *Municipal Act, 2001* and the public interest permits.

**7.7.2 Council Response – In-Camera enquiries**

The response of Council Members to enquiries about any matter dealt with during an “In-Camera” closed meeting, prior to it being reported publicly, shall be “***This matter is still under advisement***” “***no comment***”, or words to that effect.

**a) Release of Information**

The release of any information about matters dealt with by Council at a closed meeting shall be by the Mayor or her/his delegate only upon direction of the majority of Council.

**b) Members – expressing personal position**

Notwithstanding Section 7.7.2 (b), unless council by vote determines otherwise, upon the public disclosure of any report discussed at an “In-Camera” meeting, (closed to the public), any individual Member may express their own personal position on the item, but shall not refer to or discuss the specific positions or opinions (written or verbal) of other Members or of municipal administration or staff.

**c) No public release – documents**

Agendas or any items thereon for consideration by Council at a meeting closed to the public shall not be released to the public.

**d) Obligation – confidentiality**

It is the obligation of each Member of Council to keep information confidential and this obligation continues even after the Member ceases to be an elected Member of Council.

**ARTICLE VIII  
RULES OF DEBATE**

**8.1 Mayor or Chair – preserve order**

The Mayor or Chair shall preserve order and decorum and decide questions of order subject to an appeal to the Council/Committee by any Member.

**8.2 Addressing the Chair**

Any Member, previous to speaking on any motion, shall indicate their desire to speak by the raised hand and shall not speak until recognized by the Mayor or Chair.

**8.3 Order – of speaking – determination**

The Mayor or Chair shall recognize the Members in the order they indicate their desire to speak; be acknowledged by the Mayor or Chair; and shall address all questions ***Through the Chair.***

**8.4 Voting – Members – seated – disturbance – prohibited**

When the Mayor or Chair calls for the vote on a motion, each Member shall occupy their seat and shall remain there until the Mayor or Chair has declared the result of the vote, and during such time, no Members shall walk across the room to speak to any other Members or make any noise or disturbance.

#### **8.5 Speaking – Interruption**

When a Member is speaking, no Member shall pass between the speaker and the Mayor or Chair or interrupt the speaker except to raise a question of privilege, appeal from the decision of the Mayor or Chair or raise a point of order.

#### **8.6 Point of Order – Inform Members**

It shall be the duty of the Mayor or Chair to inform the Members on any point of order.

#### **8.7 Speaking – subject of debate**

No Member shall speak on any subject other than the subject that is currently being debated.

#### **8.8 Speaking – motion read – upon request**

Any Member may require a motion under discussion to be read at any time during the debate but not so as to interrupt a Member while speaking.

#### **8.9 Speaking – duration – time limit**

No Member may speak to the same matter more than once or in reply for any longer than three (3) minutes except to give an explanation to the motion that may have been interpreted incorrectly or with permission of the Chair and only after all other members so desiring have spoken.

##### **8.9.1 Speaking – duration – Council Committee - representative**

Members of Council who wish to provide an update relating to Boards / Committees to which they have been appointed, shall at the appropriate time within the Agenda and upon recognition by the Chair, speak for five (5) minutes maximum. For committees in which more than one member is appointed, only one member shall provide an update. There shall be no debate on the information provided. As the spokesperson for Council, the Mayor has more latitude respecting speaking length and topics.

#### **8.10 Question – motion under discussion –through the Chair**

A Member may concisely ask a question through the Chair only for the purpose of obtaining information relating to the motion under discussion.

#### **8.11 Motion – seconded – before debate**

All motions shall be seconded before it is debated and voted on.

## **ARTICLE IX ORDER OF BUSINESS - AGENDA**

### **9.1 Agenda – Content**

The Business of the Council shall in all cases, be taken up in the following order, once the Mayor or Chair has brought the meeting to order, unless otherwise decided by a vote of two-thirds of the Members present and voting.

Committee of the Whole Agenda:

- 1) Call to Order
- 2) Disclosure of Pecuniary Interest
- 3) Delegations/Deputations
- 4) Council Reports on Board & Committee Activity
- 5) Consent Agenda
- 6) Administration and Finance Matters
- 7) Community Services Matters
- 8) Planning and Development Matters
- 9) Operations and Facilities Matters



- 10) General Matters
- 11) Information items
- 12) Adjournment

**Council Agenda:**

- 1) Call to Order
- 2) Territorial Acknowledgement
- 3) Moment of Meditation
- 4) Disclosure of Pecuniary Interest
- 5) Consent Agenda
- 6) Approval of Council Minutes
- 7) Approval of Committee of the Whole Minutes
- 8) Resolutions from Tonight's Committee of the Whole Meeting
- 9) By-laws
- 10) New Items
- 11) Information correspondence
- 12) Minutes of Local Boards and Committees
- 13) In Camera Items
- 14) Resolutions required as a result of In Camera discussions
- 15) Adjournment

**9.2 Delivery of Agenda**

The agenda shall be delivered by electronic transmission to each Member of Council and posted on the Town website (portal) by the Clerk's Office no later than 48 hours, preceding the scheduled Committee of the Whole or Council Meeting. Exceptions to the delivery of an agenda may be allowed due to Statutory or Civic holidays and for Special / Emergency meetings.

**ARTICLE X  
QUORUM**

**10.1 Call to Order – quorum present**

As soon after the hour fixed for holding the meeting of the Council, as there is a quorum present, the Mayor or Chair shall call the Members to order.

**10.2 Quorum – not present – time limit**

If there should be no quorum present within fifteen (15) minutes after the time fixed for holding the meeting of the Council, the Clerk shall take down the names of the Members present and the meeting shall stand adjourned until the date of the next regular meeting.

**ARTICLE XI  
COMMITTEE OF THE WHOLE (COW)**

**11.1 Committee of the Whole – Chair**

When the Council enters in a meeting of the Committee of the Whole, the Chair shall Chair the meeting and maintain order. The Mayor then takes its place as a Member of the Committee.

**ARTICLE XII  
MINUTES**

**12.1 Contents – recorded by Clerk**

The Clerk shall prepare and cause the minutes to be taken of each meeting of Council and which shall include:

- a) The place, date and time of the meeting;
- b) The name of the Chair or officers and the record of the attendance of the Members.

- c) Members who enter after the commencement of a meeting or leave prior to adjournment, the time shall be so noted in the minutes.
- d) To record, without note or comment, all resolutions, decisions and other proceedings of the Council.
- e) To record all publicly declared conflict of interests made by Members and identify that the Member has recused itself from discussion or vote on the declared matter when the subject matter is brought up for debate.
- f) If required by any Members present at a vote, to record the name and vote of every Member voting on any matter or question.

## **12.2 Included in Agenda**

Minutes of the last regular meeting of Council, Committee of the Whole and of all Special or Emergency Council meetings held subsequent to the last regular meeting, may be included in the agenda and approved by Council. By prior distribution of the minutes to all Members, it is understood that the minutes have been read.

## **12.3 Minutes – confirmation – signing**

Once the minutes have been adopted, they shall be signed by the Mayor or Chair and the Clerk.

# **ARTICLE XIII DELEGATIONS / DEPUTATIONS**

## **13.1 Heard – request submitted – deadline – items on agenda**

Persons desiring to address Council for the purpose of making a delegation / deputation with respect to items for Council consideration that fall under the council's mandate shall be heard at the Committee of the Whole, with those delegations / deputations having submitted their request in writing to the Clerk by 12 noon on the Thursday preceding the meeting, being heard first, in the order in which such requests are received by the Clerk in the form attached hereto as Appendix E.

## **13.2 Material – written – submitted for Council – deadline**

Written material to be distributed to Council shall be submitted to the Clerk by 12 noon on the Thursday preceding the meeting.

### **13.2.1 Presentations – budget or financial statements**

Presentations (including those of a ceremonial nature) or the annual budget presentation or presentation of Consolidated Financial Statements by the municipal Auditor shall be heard at the beginning of a Committee of the Whole meeting.

### **13.2.2 Presentations – time limit**

Council shall hear delegations / deputation for information purposes only, and delegations / deputations shall be limited to a maximum of ten (10) minutes. The Auditor's presentation is permitted a maximum of thirty (30) minutes due to the detailed nature of the information.

#### **a) Spokesperson – delegation / deputation**

An organized body wishing to address Council as a delegation / deputation, regardless of the number of spokespersons shall be limited to a maximum of ten (10) minutes.

### **13.2.3 Restrictions and permission**

Delegations / deputation shall not be permitted to appear before Council for the sole purpose of generating publicity for an event, or to promote their business.

#### **a) Number of Delegations / Deputations – meetings**

On any given scheduled Council meeting, there shall be a maximum of three (3) combined delegation / deputations permitted to speak for a maximum time allotment of 30 minutes (10 minutes maximum each).

b) **Time Schedule – questions**

Council Members shall be permitted a question period for each presentation and/or delegation / deputation of a maximum five (5) minutes. Members shall be permitted to ask questions of delegates but shall not make statements nor enter into debate with such persons.

**13.3 Delegations / Deputations – requests for action – referred**

Delegations / deputations, which request action to be taken by the Council, shall be referred to Administration, by majority vote, for a recommendation to be presented at a future Meeting.

**13.3.1 Delegations / Deputations – no immediate decision**

Under no circumstances, shall a decision from Members of Council be made on a request by a Delegation / Deputation at the same meeting the Delegation / Deputation has been heard.

**13.4 Delegation / Deputation – deemed – inappropriate for Council**

When it is deemed inappropriate that a delegation / deputation address Council, the Clerk shall so notify the applicant/group and Council with a supporting explanation.

**ARTICLE XIV  
BY-LAWS**

**14.1 Description – listed on Agenda**

All By-laws, together with a brief description shall be listed on the agenda for the meeting at which they are to be read.

**14.2 Form – typewritten – compliance – relevant Act**

Every By-law when introduced shall be in typewritten form and shall comply with the provisions of any relevant Act.

**14.3 Readings – prior to passing**

Every By-law caption shall be read prior to it being passed and endorsed by the Council.

**14.4 Purpose – effect – explained upon request**

Any Member may request that the purpose and effect of any particular By-law be explained, and the Clerk or any other Town Official having knowledge thereof may provide such explanation.

**14.5 Debate – amendment**

A By-law may be debated or amended before final adoption by Council.

**14.6 Passed – numbered – dated – signed – seal affixed**

Every By-law passed by the Council shall be numbered and dated, and shall be sealed with the Seal of the Municipal Corporation and signed by the Mayor and Clerk and shall be kept by the Clerk in the Clerk's office or any other place appointed for that purpose.

**ARTICLE XV  
CONSENT / CORRESPONDENCE**

**15.1 Items – considered for inclusion**

All items to be considered for the Consent portion of the Agenda shall be determined by the Clerk.

**15.2 Items for discussion – routine**

All items listed under the Consent Agenda shall contain routine matters which are not controversial in nature and which do not require further discussion.

**15.3 Request to separate – consent item**

Should a Member of Council wish to discuss any matter listed under the Consent Agenda, the Member shall ask immediately upon the Mayor (Chair) calling the Consent items, at which time the Member shall request that the item be separated and dealt with independently.

**15.4 Committee Reports – Executive Committees**

Executive Committee reports brought before Council for approval shall be included under the Consent Agenda.

**15.5 Consent Agenda – Inclusions**

Inclusions into the Consent Agenda may be, but not limited to, petitions, proclamations and staffing reports.

**ARTICLE XVI  
RESOLUTIONS**

**16.1 Resolutions – consecutively numbered**

All resolutions presented to the Council shall be consecutively numbered for each term of Council.

**ARTICLE XVII  
REPORTS / COMMUNICATION**

**17.1 Written – legible**

Every administrative report to be presented to the Council shall be prepared, with an identifiable recommendation (where appropriate).

**17.2 Deadline – material submitted to Clerk**

Every report, which deals with a matter on the Agenda, shall be delivered to the Clerk no later than 12 noon on the Thursday preceding the date of the next meeting, in order to be included on the final Agenda.

**ARTICLE XVIII  
DISCLOSURE OF INTEREST**

**18.1 Disclosing – Members responsibility**

All Members shall govern themselves at any meeting in accordance with the current legislation respecting any disclosure of interest they may have in accordance with the *Municipal Conflict of Interest Act, RSO 1990*. It is further the responsibility of all Members to identify and publicly disclose any interest.

**18.2 Disclosing – no influencing**

The Members shall disclose the interest including the general nature thereof, prior to any consideration of the matter and shall not take part (with the exceptions as noted under Sec.5.2 (1) of the *Municipal Conflict of Interest Act, RSO 1990* in the discussion of, or vote on any question in respect of the matter and shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

**18.3 Members – leave of meeting – In Camera**

Where the meeting is not open to the public, the Member, who is in conflict, shall immediately leave the meeting or the part of the meeting during which the matter is under consideration.

**18.4 Members – absent from meeting**

Where a Member is absent from a meeting, which includes a matter on which they have an interest, the Member shall disclose this interest at the next public meeting they attend.

**18.5 Declaration – recorded – minutes**

The declaration of interest shall be provided in a written statement to the Clerk or the Secretary of Committee or local board (as the case may be) and shall be recorded in the minutes or report of the meeting and where the meeting was opened to the public, the general nature of such declaration.

**18.6 Declaration – record – meeting closed to the public**

Where the declaration of interest is made on a matter that is not open to the public, the Members shall provide in a written statement to the Clerk or the Secretary of Committee or local board (as the case may be), declare the interest, but not the general nature of that interest and shall be recorded in the minutes of the next meeting that is open to the public.

**18.7 Maintaining Registry**

A Registry shall be kept by the Clerk on every written statement made by Members of the general nature of the declared interest, the Registry shall be available for public viewing.

**ARTICLE XIX  
COMMITTEES**

**19.1 Appointment – Committee Chair and Vice Chair**

Members of the Committee shall appoint the Chair and Vice-Chair. Additional information respecting the Executive Committees and other Boards/Committees can be located in the ‘Boards and Committees By-law’.

**Executive Committees**

**19.2 Composition – all Members**

An Executive Committees shall have Council representation appointed by resolution.

**19.3 Names**

The following Committees shall be known as the Executive Committees of Council:

- a) Administration & Finance Executive Committee
- b) Planning & Development Executive Committee
- c) Operations & Facilities Executive Committee
- d) Community Services Executive Committee

**19.4 Meetings – Notice of Delivery**

It shall be the duty of the Executive Committee to ensure that the minutes of their last regular meeting together with an agenda containing reports to be considered is made available to each Member a minimum of 48 hours preceding the day of the holding of any called meeting.

**19.5 Rules – observed in all meetings**

The rules governing the procedures of the Council and the conduct of its Members shall be observed in meetings of the Executive Committees in so far as they are applicable.

**ARTICLE XX  
GENERAL RULES / ALL COUNCIL COMMITTEES**

**20.1 Committees - Defined**

Committees of Council shall be defined as meeting all of the following criteria:

- a) Committee must be appointed by Council in accordance with its Procedural By-law;
- b) Committee shall report to and/or be responsible to Council as a governing body; and
- c) Committee must be part of the Town’s budget with finances subject to Town policies (i.e.) not an outside body with its own bank account, purchasing policies etc.

**20.2 Committee appointments of Members of Council**

Members of Council shall be selected to sit on various Boards and Committees of Council by the Head of Council and appointed by resolution at its Inaugural meeting held at the beginning of a new term of office. Appointments shall be for the term of Council unless the By-law specifies a shorter time and where a re-appointment may be made.

**20.3 Appointment – Committees**

Public members of Committees of Council are appointed as outlined within the ‘Boards and Committees By-law’.

**20.4 Mayor – Ex-officio**

The Mayor shall be an ex-officio Member of all Council Committees and may provide input on all questions before the Committee, but shall not vote or be counted in the formation of a quorum unless another appointed member is absent.

**20.5 Majority – Quorum**

A majority (50% +1) of all Members of a Committee shall constitute a quorum.

**20.6 Absence – Chair**

In the absence of the Chair, the Vice-Chairperson shall preside, and in the absence of both the Chair and the Vice-Chairperson, one of the other Member shall be elected to preside, who shall discharge the duties of the Chair during the meeting or until the arrival of the Chair.

**20.7 Committee matters – referred to Council**

No order or authority to do any matter or thing shall be recognized as emanating from any Committee, and all Committee matters shall be referred to the Council and approved before becoming effective.

**ARTICLE XXI  
NEW BUSINESS**

**21.1 New Business – filing time – inclusion to Agenda**

New Business items that are filed with the Clerk prior to 12 noon on the Thursday prior to the next regular meeting, shall be included on the printed agenda for general release.

**ARTICLE XXII  
VOTING**

**22.1 Chair need not vote**

The Chair (or Mayor) shall vote as any other Member when the vote is to be recorded. In all other cases, the Chair (or Mayor), may (but is not obliged to) vote whenever his/her vote will affect the result – that is, he/she may vote either to break or to cause a tie; or, in the case of a two-thirds vote requirement, he/she may vote either to cause or to block the attainment of the necessary two-thirds vote. See table with examples of motions (Appendix C).

**22.2 All questions – exception – disqualified**

Every Member present at a meeting, with the exception to Section 22.1, when a question is put, may vote thereon unless disqualified to vote on the question.

**22.3 Failure to vote – deemed negative**

Failure to vote by a Member present at the meeting at the time of the vote and who is not disqualified to vote shall be deemed to be a negative vote.

**22.4 Motion – simple majority – required exception**

The vote required to pass a motion shall be a majority (50% +1) except as otherwise provided in this By-law or by Statute or by *Robert’s Rules of Order, latest Edition*.

**22.5 Equal – motion deemed negative**



In the case of an equal division of votes on a motion, the motion shall be deemed to have been decided in the negative and defeated for want of a majority.

#### **22.6 Show of hands – exception – recorded vote**

The manner of determining the desire of the Council on a motion shall be by show of hands.

#### **22.7 Recorded – by request – vote announced openly**

Where a vote is taken for any purpose and a Member requests' immediately prior or immediately subsequent to the taking of the vote that the vote be recorded, each Member present, except a Member who is disqualified from voting, shall announce her/his vote openly; and any failure to vote by a Member who is not disqualified shall be deemed to be a negative vote, and the Clerk shall call for and record each vote.

#### **22.8 Division – Separate Vote – each proposal**

At the request of a Member of Council, a motion containing distinct proposals that can be acted upon individually may be divided, and a separate vote shall be taken upon each individual proposal.

#### **22.9 Members not in their seat – deemed absent**

A Member not in their seat when the question is called by the Chair is not entitled to vote on that question and in the case of a recorded vote, shall be recorded as absent.

#### **22.10 Chair stating the question**

Immediately preceding the taking of the vote, the Chair shall state the question in the form introduced.

#### **22.11 Calculations of 2/3's vote**

A two-thirds vote means that two thirds (2/3) of the votes cast determine the vote.  
(example)

- A vote of 5 to 2 would satisfy a two-thirds vote because doubling 2 would give you 4 and 5 is more than 4. (or)
- Multiply 2 times the number of Members present and voting and then divide by 3.

**ALWAYS round up your number.**

#### **22.12 Announcing – results**

The Chair shall announce the result of every vote.

### **ARTICLE XXIII PARLIAMENTARY PROCESS - MOTIONS**

#### **23.1 Motions in writing**

Except as provided elsewhere in this by-law, all motions shall be in writing and shall be signed by the mover and seconder.

#### **23.2 Procedural Motions**

In Council, the following procedural motions may be introduced verbally, without notice and without leave, except as otherwise provided by this by-law:

- a) A point of order or privilege;
- b) To close debate;
- c) To adjourn;
- d) To suspend the rules of procedure;
- e) To table
- f) To postpone definitely (deferral motion with a specified date/meeting);
- g) To refer;
- h) To amend;
- i) To postpone indefinitely (deferral motion without specifying a date/meeting);
- j) Any other procedural motion.

**23.3 Withdraw a Motion**

The mover and seconder may withdraw a motion at any time prior to it being read by the Presiding Officer.

**23.4 Motion in Possession of Council**

After a motion has been read or stated by the Presiding Officer, it shall be deemed to be in possession of Council, but may be withdrawn by the mover and seconder at any time before being voted on with the concurrence of Council.

**23.5 Motion under Consideration**

When a motion is under consideration, no other motion shall be received except a procedural motion or a motion to amend.

**23.6 Motion put to the Vote**

After a motion has been put to vote by the Presiding Officer, no member shall speak to the motion nor shall any other motion be made until after the vote is taken and the result has been declared.

**23.7 Descriptive Characteristics of Motions**

Appendix C forms part of this by-law and shall describe the form and standard descriptive characteristics of motions commonly used in Council. (in all cases Council of the Town of Fort Frances will defer to *Robert's Rules of Order, latest Edition*)

**Motion for Reconsideration****23.8 Reconsideration – majority of Council – same meeting**

Any matter decided upon by the Council, may be reconsidered at the same meeting that it was originally dealt with, by majority vote of Members present and voting.

23.8.1 Any Member voting on the prevailing side of the original vote, or one who did not vote may introduce a motion for reconsideration.

23.8.2 There shall be no discussion on the main question permitted until the motion for reconsideration is adopted.

**23.9 Motion to reconsider adopted**

If a motion to reconsider has been adopted, it temporarily nullifies the previous decision and places the meeting back at the point prior to taking the vote on the original motion as adopted.

23.9.1 If a motion to reconsider has been adopted at a meeting, then consideration of the original main motion (as adopted) shall become the next order of business.

23.9.2 The main motion originally voted on is once again pending; procedurally, it is considered a newly made motion.

**23.10 Reconsideration – 2/3 vote – previous decision at subsequent meeting**

If a motion to reconsider a previous decision of Council at a subsequent meeting, requires an affirmative vote of 2/3's of the members present.

23.10.1 Any member who was present at the meeting and who voted in the majority (prevailing side) when the decision was made or who was not present at the meeting when the decision was made.

23.10.2 There shall be no discussion on the main question permitted until the motion for reconsideration is adopted.

23.10.3 If a motion to reconsider has been adopted, follow steps outlined in 23.24.

**23.11 Reconsideration – only once**

No motion or report shall be reconsidered more than once at any meeting.



**23.12 Reconsideration – may not be permitted**

A matter may not be reconsidered in the event that Council is made aware that the motion or by-law has been implemented resulting in legally binding commitments as of the date the motion to reconsider is moved.

**ARTICLE XXIV  
RESIGNATION / MEMBERS / VACANCIES**

**24.1 Resignation – file in writing – Clerk**

A Member of Council may resign from office by providing a written notice, filed with the Clerk of the Corporation within which they were elected, subject to provisions under Section 260 of the *Municipal Act, 2001*.

**24.2 Filling Vacancy**

If a vacancy occurs in the office of a Member of Council, the Council shall, fill the vacancy in the manner selected, subject to Section 263 of the *Municipal Act, 2001*.

**24.3 Appointments to vacancies**

Subject to Section 263 of the *Municipal Act, 2001*, where a vacancy occurs amongst a seat of the Mayor and/or Councillor, the Council at its next meeting, shall declare the office to be vacant (except if a vacancy occurs as a result of death, then permitted two meetings to declare).

**24.4 Members – not attending – removal**

The office of any Member of Council of the municipality becomes vacant if the Member is absent from the meetings of Council for three (3) successive months, without being authorized to do so by a resolution of council.

**ARTICLE XXV  
REPEAL / ENACTMENT**

**25.1 By-laws – previous**

All previous By-laws or sections thereof regulating the proceedings of Council shall be and are hereby repealed; and without limiting the generality of the foregoing, including By-law 34/95 as amended, is hereby repealed.

**25.2 Effective date**

This By-law shall come into effect on the xx day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
E. Slomke  
Clerk

\_\_\_\_\_  
J. Caul  
Mayor

## Appendix A

### Electronic Participation at Executive Committee Meetings

1. Committee members should dress (if video conference) and act as though in attendance in person. Committee members are responsible for ensuring there is no background noise at their location that would interfere with the meeting – we encourage the member to source a quiet location to connect from. Additionally, microphone shall be muted when member is not speaking.
2. Committee members wishing to attend a meeting electronically shall advise the Chair and Committee secretary by 3 p.m. on the day prior to the scheduled meeting. The Chair shall attend in person, with all other committee members permitted to participate electronically for Executive Committee meetings.
3. The Chair is permitted to attend electronically if requested but will delegate chair responsibilities to the Vice-chairperson.
4. Any costs associated with attending electronically shall be borne by the Committee member.
5. Committee members must connect electronically with the Municipality no later than 15 minutes prior to the commencement of the Committee meeting. If unable, there is no guarantee that we may be able to facilitate your connection.
6. Committee members attending electronically may leave a meeting early, however, it is expected that members will attend a sufficient length of time to warrant the additional effort required by the Municipality to facilitate electronic attendance.
7. Committee members must announce their departure prior to leaving the meeting. If electronic connection is lost during a meeting, no effort will be made by the Municipality to reconnect and the member attending electronically shall be considered to have left the meeting at the point of disconnection.
8. The Chair shall be cognizant of all members whether attending in person or electronically and may establish provisions as to order of Committee members speaking to facilitate flow and pace of meeting.
9. Members attending electronically shall verbally announce their vote when called upon by the Chair.
10. Committee members attending electronically may not be able to see all other Committee members, presentation by delegations, etc. and the Municipality is not responsible for trying to accommodate this.
11. Committee members are responsible for providing their own method of transmission to the Municipality. The Municipality will make a virtual meeting link and phone number available for Executive Committee meetings.

## Appendix B

### Electronic Participation at Meetings during Emergencies

1. Should an emergency be declared in accordance with the *Emergency Management and Civil Protection Act*, electronic participation may be allowed for a member of Council, local board or of a committee of any of them in accordance with Section 238 (3.3.) of the *Municipal Act, 2001*. This includes Advisory Committees, Executive Committees, Committee of the Whole, Council and Local Board meetings. During this time, members participating electronically may be counted in determining whether a quorum of members is present and may participate electronically in a meeting that is closed to the public.
2. Where the Rules of Procedure conflict with the need to facilitate electronic participation, the Chair, in consultation with the Clerk shall have the authority to modify the Rules of Procedure to ensure members can effectively participate in the meeting.
3. Notice to members shall be provided electronically via e-mail and/or agenda publication. Notice may also be provided by telephone or personal contact in case of an emergency. Public notice shall be deemed delivered upon completion of agenda publication.
4. The meeting shall begin with a roll call to determine who is participating.
5. Should a delegation request be received during an emergency and the Clerk believes that the request can be facilitated, their presentation will be provided to the Clerk to be included on the agenda. Link instructions will be provided to the requesters by the Clerk. The remainder of the delegation rules as set out in this by-law shall apply.
6. Electronic participation of Staff may also be facilitated.
7. Members should dress (if video conference) and act as though in attendance in person. Members are responsible for ensuring there is no background noise at their location that would interfere with the meeting – we encourage the member to source a quiet location to connect from. Additionally, microphone shall be muted when member is not speaking.
8. The Chair (and Mayor) will attend on site in order to sign minutes.
9. Members must connect electronically with the Municipality no later than 15 minutes prior to the commencement of the meeting. If unable, there is no guarantee that we may be able to facilitate your connection.
10. Members attending electronically may leave a meeting early, however, it is expected that members will attend a sufficient length of time to warrant the additional effort required by the Municipality to facilitate electronic attendance.
11. Members must announce their departure prior to leaving the meeting. If electronic connection is lost during a meeting, no effort will be made by the Municipality to reconnect and the member attending electronically shall be considered to have left the meeting at the point of disconnection.
12. The Chair shall be cognizant of all members whether attending in person or electronically and may establish provisions as to order of members speaking to facilitate flow and pace of meeting.
13. Members attending electronically shall verbally announce their vote when called upon by the Chair.
14. Members attending electronically may not be able to see all other members, presentation by delegations, etc. and the Municipality is not responsible for trying to accommodate this.
15. Members are responsible for providing their own method of transmission to the Municipality. The Municipality will make a virtual meeting link and phone number available for meetings.

Appendix C  
Motions

Ranking	MOTION	CLASS 1	IN ORDER WHEN ANOTHER HAS THE FLOOR	MUST BE SECONDED	DEBATABLE	AMENDABLE	VOTE REQUIRED FOR ADOPTION	CAN BE RECONSIDERED
1	Fix the time to which to Adjourn	P	No	Yes	No	Yes	Majority	Yes
2	Adjourn	P	No	Yes	No	No	Majority	No
3	Recess	P	No	Yes No; but if the question of privilege thereby raised is in the form of a motion, the motion must be seconded.	No	Yes	Majority	No
4	Privileged Question	P	Yes; but should not interrupt a person who has begun to speak, unless unavoidable	No; but if the question of privilege thereby raised is in the form of a motion, the motion must be seconded.	No	No	Admissibility of question is ruled upon by Chair	No
5	Orders of the Day	P	Yes	No	No	No	Must be enforced on demand of one member unless set aside by a two-thirds vote	no
6	Lay on the Table	S	No	No	No	No	Majority	Negative vote only <sup>2</sup>
7	Previous Question	S	No	Yes	No	No	Two-Thirds	Yes; but if vote was affirmative, only before any vote has been taken under it. <sup>4</sup>
8	Limit or Extend Debate	S	No	Yes	No	Yes	Two thirds	Yes: but if vote was affirmative only unexecuted part of order <sup>4</sup>
9	Postpone to a certain time	S	No	Yes	Yes	Yes	Majority unless it makes a question a special order.	Yes <sup>3</sup>
10	Commit, Refer or Recommit a pending	S	No	Yes	Yes confined to its merits only	Yes	Majority	If committee has not begun work on the matter

<sup>1</sup> Classification Symbols: M – main motion; S – subsidiary motions; P – privileged motions; I – incidental motions; B – motions that bring a question again before the assembly; B/B – incidental main motions classed with motions that bring a question again before the assembly.  
<sup>2</sup> A negative vote on this motion can be reconsidered only until such time as either (a) progress in business or debate has made it essentially a new question, or (b) something urgent has arisen that was not known when the assembly rejected the motion.  
<sup>3</sup> A negative vote on this motion can be reconsidered only until such time as progress in business or debate has made it essentially a new question.

question						
11	Amend a pending motion	S	No	Yes	If motion to be amended is debatable <sup>4</sup>	Yes
11	Amend an amendment of a pending motion	S	NO	YES	If motion to be amended is debatable <sup>5</sup>	Yes
12	Postpone Indefinitely	S	No	Yes	Yes	No
13	Main Motion	M	No	Yes	Yes	Majority

<sup>4</sup> Debate on motion must be confined to *its* merits only, and cannot go into the main question except as necessary for debate of the immediately pending question.

<sup>5</sup> Debate on motion must be confined to *its* merits only, and cannot go into the main question except as necessary for debate of the immediately pending question.

## Appendix D

## Sample Petition

TO: Council of the Town of Fort Frances  
c/o Municipal Clerk  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

I/We the undersigned, petition to the Council of the Town of Fort Frances as follows:

Petition Text: Enter a brief description of the matter to be brought forward here and include the text on every page of the petition.

[illegible]

By signing this petition, I hereby acknowledge that this petition will become a record belonging to the Town of Fort Frances and that all information contained in this petition will be available for viewing by the public and may be reproduced through the Council Agenda process.



Appendix E

Application for Delegation / Deputation



REQUEST FOR DELEGATION / DEPUTATION BEFORE  
COUNCIL OF THE TOWN OF FORT FRANCES

ALL DELEGATIONS / DEPUTATIONS ARE REQUIRED TO PROVIDE A WRITTEN SUBMISSION PRIOR TO THE AGENDA DEADLINE

All written or electronic submissions and background information for consideration by Council must be submitted to the Clerk’s Office by 12 noon on the Thursday preceding the meeting. Electronic submissions should be submitted in Microsoft Power point, Microsoft word or PDF format. As per the Procedural By-law, there is a maximum of three (3) deputations allowed per meeting and delegates are given ten (10) minutes to make their presentation.

Preferred Meeting Date: \_\_\_\_\_

I am requesting a delegation / deputation to speak:

a) ☐ On my own behalf; or

b) ☐ On behalf of a group / organization / association (if b) please state name of group below)

\_\_\_\_\_

Will you be providing an electronic formatted presentation? ☐ Yes ☐ No

**Name of Speaker (s)** – A delegation / deputation wishing to appear before Council shall be limited to a total speaking time of ten (10) minutes (regardless of the number of speakers listed). Please state name of speaker(s) below.

\_\_\_\_\_

\_\_\_\_\_

**Subject of Presentation**

Please describe below the subject matter of the requested delegation / deputation in sufficient detail to provide the Town of Fort Frances a means to determine its content and define how the matter aligns with Council’s mandate / strategic priorities. All material needs to be provided to the Clerk by 12 noon on the Thursday prior to the meeting.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(use a separate sheet of paper if not enough space allowed here)

**Reason why this delegation / deputation is important to Council and to the municipality:**

\_\_\_\_\_

\_\_\_\_\_

Date of Request: \_\_\_\_\_ Signature of Speaker: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone / Fax Numbers: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Scheduling will be at the discretion of the Clerk and will be confirmed prior to the meeting deadline. There are no guarantees that by requesting a certain date(s) your delegation / deputation will be accepted, as prior commitments may make it necessary to schedule an alternate date suggested by the Clerk.

Individuals who submit letters and other information to Council should be aware that any personal information contained within their communications may become part of the public record and made available through the Council Agenda process.

Personal information on this form is collected under the legal authority of the Municipal Act, S.O., 2001, Chapter 25, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public pursuant to Section 27 of the Municipal Freedom & Protection of Privacy Act. Questions about this collection should be directed to the Clerk’s Office.

Clerk’s Office Contact: Elizabeth (Lisa) Slomke, AOMC, Clerk  
320 Portage Avenue  
Fort Frances, ON P9A 3P9  
1-807-274-5323 ext. 1215  
[lslomke@fortfrances.ca](mailto:lslomke@fortfrances.ca)

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: 2021/2022 Connecting Link Program – Scott Street**

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In 2019 the Town of Fort Frances received funding under the 2019/2020 Connecting Links program for the reconstruction of Scott Street from west of Colonization Road East to Reid Avenue. The next section of roadway in poor condition, due to be replaced on this segment of Connecting Link Highway is Scott Street from Reid Avenue to Armit Avenue.

Currently the Town has not undertaken any work for the design of this section of roadway so is not in a position to tender for this work. In 2019 the Town applied for funding under the 2020/2021 connecting links program, however we were not successful in receiving the funds. On August 13, 2020 the province announced an intake for the 2021/2022 Connecting Link program. For the eastern portion of our Connecting Link highways, this road segment is the next most critical road segment to be reconstructed. The Town will be submitting an application to the 2021/2022 Connecting Links Program for the design portion of the works for the reconstruction of Scott Street from Reid Avenue to Armit Avenue. The work will consist of a pickup survey, geotechnical investigation, detailed design, and tender drawings and specifications. The total estimated cost for this work is \$85,000.00 and the Town's portion of HST where the Connecting Link program will fund 90% of the costs up to \$3,000,000.00.

Under the Connecting Links program, a council resolution is required to accompany any application.

The Operations and Facilities Executive Committee recommends that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2021/2022 Connecting Link program for the detailed design of the reconstruction of Scott Street from Reid Avenue to Armit Avenue.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2021/2022 Connecting Link program for the detailed design of the reconstruction of Scott Street from Reid Avenue to Armit Avenue.**

Manager of Operations and Facilities



October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: 2021/2022 Connecting Link Program – Kings Highway 11/71 Pit Road 2 to Oakwood Road**

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The Town of Fort Frances has two different sections of Connecting Link Highway dividing at Central Avenue. Under the Connecting Link program, we are eligible to apply annually for funding for each section of highway independently. For the 2021/2022 intake the Town is applying to reconstruct Kings Highway from Pit Road #2 to Oakwood Road.

In May 2019, the Town applied for funding under the 2019/2020 Connecting Link program for this project and was funded a portion of the costs relating specifically to the detailed design works for this project, in 2020 the Town applied for funding to complete phase 1 reconstruction of Kings Highway from Pit Road 1 to Pit Road 2.

This road segment is the next most critical road segment to be reconstructed under the Connecting Link program to the west side of town and an application is being prepared for submission prior to the November 6 deadline. The work will consist of tendering in spring 2021, reconstruction of road base and subbase and binder course asphalt in 2021 with surface course paving in 2022 at a total estimated cost of \$2,126,151.71 including engineering, contingency and the Town's portion of HST where the Connecting Link program will fund 90% of costs up to \$3,000,000.00.

For Connecting Link program applications, all applications are required to be accompanied by a council resolution.

The Operations and Facilities Executive Committee recommends that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2021/2022 Connecting Link program for the reconstruction of Kings Highway from Pit Road #2 to Oakwood Road.

Respectfully Submitted



Travis Rob, P.Eng

**Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2021/2022 Connecting Link program for the reconstruction of Kings Highway from Pit Road #2 to Oakwood Road.**

Manager of Operations and Facilities



# FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement



## SEPTEMBER 2020 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

Total Hours: Incidents; Training; Public Education; and Public Service	Training Sessions:	Public Ed & Prevention; Public Events; Public Service:	Fire Safety Standards Enforcement Inspections / Re-inspections for 2020:	Fire Drills	EMS Calls:	Fire Calls:	Fire Loss estimated values in Dollars:
13	5	2	61	0	1	2	0
Alarm Calls:	MVC Calls:	Water Related Rescue Calls:	(CO) Carbon Monoxide / Gas Leak Calls:	Hazmat Calls:	Mutual Aid Calls:	Other Calls:	Tickets Issued:
7	2	0	0	0	0	1	0

**TEAM MEMBERS RESPONDED TO 13 CALLS FOR SERVICE DURING SEPTEMBER 2020.**

### Total Hours:

- **9 Hours** was spent on responding to Emergency Incidents.
- **4 Hours** was spent on Training.

### Time of Day:

During this month, **39%** of our calls for service occurred on the Day Shift between 07:00 & 19:00 and **61%** of our calls for service occurred during the Night Shift between 19:00 & 07:00.

### Fire Prevention Inspections / Re-inspections:

Since March 13, 2020, fire prevention inspections had been suspended due to the COVID-19 pandemic. On August 17, 2020 Fire Safety Inspections were re-instated. 6 fire safety inspections were completed in September, which were completed in a safe manner with all the PPE and Health and Safety protocols in place. Two of the fire safety inspections involved the Riverside Health Care Facility (Hospital) and the Rainy Crest Long Term Care Facility, which took a substantial amount of time to complete.

### Fire Response Calls: 2 Fire Calls.

- Potential Chinese Flying Lantern in the trees (no fire)
- Dumpster Fire; was fully involved.



# FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement

SEPTEMBER 2020 REPORT  
FROM: TYLER MOFFITT – FIRE CHIEF/CEMC



**Fire Alarms:** 7 False Fire Alarm Calls.

**MVC (Motor Vehicle Crashes):** 2 calls. 1 call was in the Town of Fort Frances and 1 call was up the 502 HWY.

**Other:** 1 call. Complaint brought to our attention.

**EMS Calls:** 1 call. Initially responded for a lift assist; was cancelled before arriving on scene.

## Public Fire Safety Education:

Weekly Fire & Life Safety Tips continue to be published in the Thursday edition of the Fort Frances Bulletin. As well, we continue to post a weekly Safety Share on our towns official Facebook Page.

This month we thank the fine people of the NFPA (National Fire Protection Association) for their many years of continuing support of promoting fire prevention and public fire safety education.



## NATIONAL FIRE PROTECTION ASSOCIATION

The leading information and knowledge resource on fire, electrical and related hazards

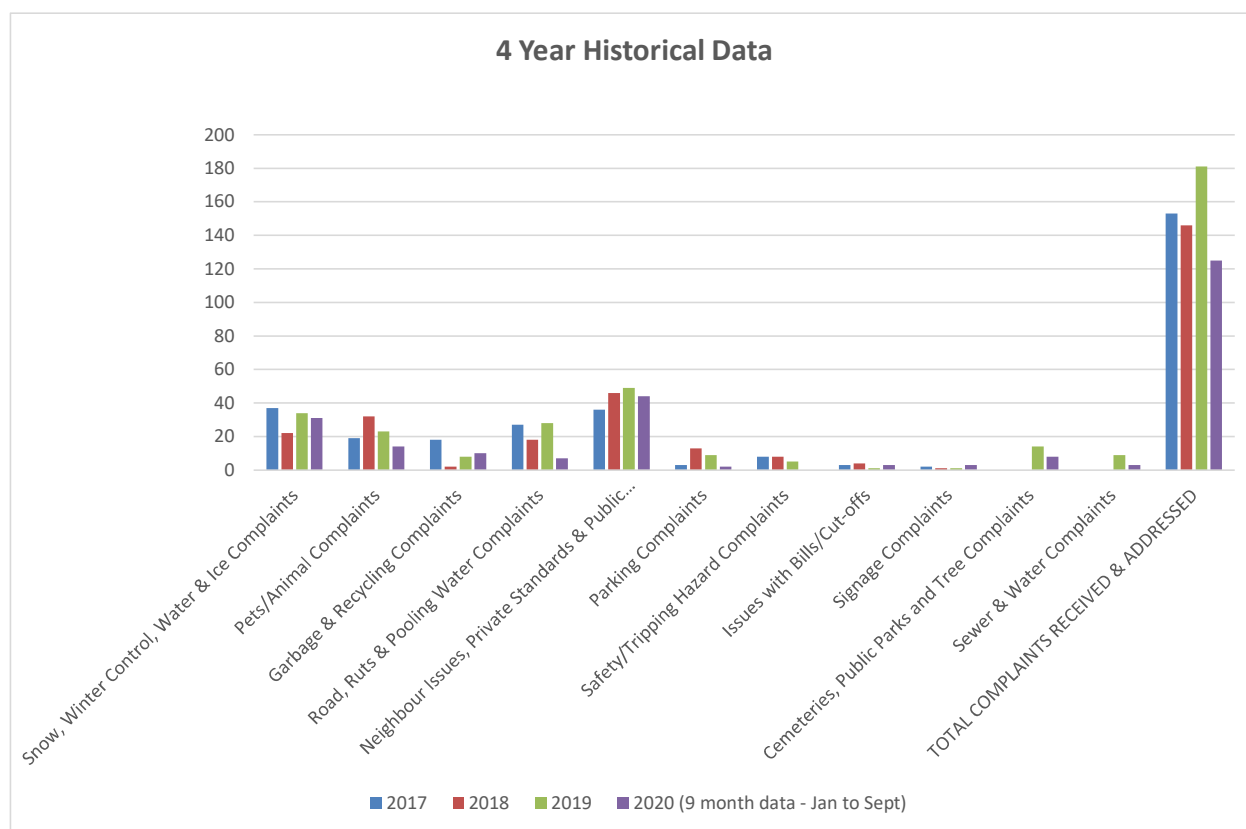
As well, their ongoing support of providing public fire safety education and prevention materials and assistance to the fire service has been greatly appreciated. Below is one of the many examples of their fire safety tips they provide for community newspapers.

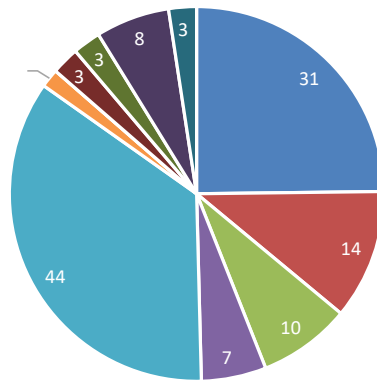




## Town of Fort Frances Current & Historical Complaint Register Summary

Division Category	2017	2018	2019	2020 (9 month data - Jan to Sept)
Snow, Winter Control, Water & Ice Complaints	37	22	34	31
Pets/Animal Complaints	19	32	23	14
Garbage & Recycling Complaints	18	2	8	10
Road, Ruts & Pooling Water Complaints	27	18	28	7
Neighbour Issues, Private Standards & Public Standards Complaints	36	46	49	44
Parking Complaints	3	13	9	2
Safety/Tripping Hazard Complaints	8	8	5	0
Issues with Bills/Cut-offs	3	4	1	3
Signage Complaints	2	1	1	3
Cemeteries, Public Parks and Tree Complaints			14	8
Sewer & Water Complaints			9	3
<b>TOTAL COMPLAINTS RECEIVED &amp; ADDRESSED</b>	<b>153</b>	<b>146</b>	<b>181</b>	<b>125</b>



**2020 (9 month data - Jan to Sept)**

- Snow, Winter Control, Water & Ice Complaints
- Pets/Animal Complaints
- Garbage & Recycling Complaints
- Road, Ruts & Pooling Water Complaints
- Neighbour Issues, Private Standards & Public Standards Complaints
- Parking Complaints
- Safety/Tripping Hazard Complaints
- Issues with Bills/Cut-offs
- Signage Complaints
- Cemeteries, Public Parks and Tree Complaints
- Sewer & Water Complaints

2020 RESERVE FUNDS

Account Name	G/L Account #	Balance as at Dec 31/19	Line %	Interest Earned 1st Quarter	Subtotal 1st Quarter	Line %	Interest Earned 2nd Quarter	Subtotal 2nd Quarter	Contributions to (from) Reserve Funds	Subtotal	Line %	Interest Earned 3rd Quarter	Subtotal Q3
Museum Projects	30-002-0000-0810-20805	35,607.51	0.222%	152.31	35,759.82	0.222%	94.47	35,854.29		35,854.29	0.199%	87.25	35,941.54
Handi-Transit MTO Gas Tax	30-002-0000-0810-20809	35,284.96	0.220%	150.93	35,435.89	0.220%	93.62	35,529.51		35,529.51	0.197%	86.46	35,615.97
Children's Complex Projects	30-002-0000-0810-20811	67,753.07	0.423%	289.82	68,042.89	0.423%	179.76	68,222.65		68,222.65	0.379%	166.01	68,388.66
Daycare/Toy Library Donations	30-002-0000-0810-20812	2,818.62	0.018%	12.06	2,830.68	0.018%	7.48	2,838.16		2,838.16	0.016%	6.91	2,845.07
Parks & Cemeteries Projects	30-002-0000-0810-20823	54,023.02	0.337%	231.09	54,254.11	0.337%	143.33	54,397.44		54,397.44	0.302%	132.37	54,529.81
Public Library & Technology Centre	30-002-0000-0810-20827	208,316.71	1.299%	891.10	209,207.81	1.299%	552.71	209,760.52		209,760.52	1.165%	510.44	210,270.96
Sister Kennedy Centre Projects	30-002-0000-0810-20832	21,848.15	0.136%	93.46	21,941.61	0.136%	57.97	21,999.58		21,999.58	0.122%	53.53	22,053.11
Post Landfill Closure	30-002-0000-0810-20851	889,007.13	5.545%	3,802.82	892,809.95	5.545%	2,358.72	895,168.67		895,168.67	4.970%	2,178.32	897,346.99
Waterworks & Sanitary Sewer	30-002-0000-0810-20860	7,007,578.70	43.705%	29,975.63	7,037,554.33	43.705%	18,592.59	7,056,146.92		7,056,146.92	39.178%	17,170.59	7,073,317.51
Watermeter Replacement	30-002-0000-0810-20870	134,973.13	0.842%	577.36	135,550.49	0.842%	358.11	135,908.60		135,908.60	0.755%	330.72	136,239.32
Townshend Theatre	30-002-0000-0810-20871	125,327.72	0.782%	536.10	125,863.82	0.782%	332.52	126,196.34		126,196.34	0.701%	307.09	126,503.43
Municipal Accom. Tax Reserve Fund	30-002-0000-0810-20872	123,569.97	0.771%	528.58	124,098.55	0.771%	327.86	124,426.41		124,426.41	0.691%	302.78	124,729.19
Corporate Vehicles/Equipment	30-002-0000-0810-20874	931,170.66	5.808%	3,983.18	935,153.84	5.808%	2,470.59	937,624.43		937,624.43	5.206%	2,281.64	939,906.07
Corporate Building	30-002-0000-0810-20875	1,842,823.17	11.493%	7,882.86	1,850,706.03	11.493%	4,889.40	1,855,595.43		1,855,595.43	10.303%	4,515.45	1,860,110.88
Corp. Projects Reserve	30-002-0000-0810-20876	2,238,887.92	13.964%	9,577.07	2,248,464.99	13.964%	5,940.24	2,254,405.23		2,254,405.23	12.517%	5,485.92	2,259,891.15
Corporate Contingency	30-002-0000-0810-20877	1,319,603.08	8.230%	5,644.74	1,325,247.82	8.230%	3,501.18	1,328,749.00		1,328,749.00	7.378%	3,233.41	1,331,982.41
Federal Gas Tax Reserve	30-002-0000-0810-20878	293,737.53	1.832%	1,256.49	294,994.02	1.832%	779.35	295,773.37	469,544.23	765,317.60	4.249%	1,862.34	767,179.94
Modernization Reserve Fund	30-002-0000-0810-20879	701,337.41	4.374%	3,000.04	704,337.45	4.374%	1,860.80	706,198.25		706,198.25	3.921%	1,718.48	707,916.73
Tax Rate Stabilization Reserve	30-002-0000-0810-20880	-	0.000%	-	-	0.000%	-	-		-	0.000%	-	-
Point Park Reserve	30-002-0000-0810-20865	-	0.000%	-	-	0.000%	-	-	1,396,281.00	1,396,281.00	7.753%	3,397.75	1,399,678.75
		16,033,668.46	100.00%	68,585.64	16,102,254.10	100.00%	42,540.70	16,144,794.80	469,544.23	18,010,620.03	100.000%	43,827.46	18,054,447.49
Library Building	30-002-0000-0811-20828	394,733.25		2,075.11	396,808.36		2,095.10	398,903.46		398,903.46		1,839.72	400,743.18
		16,428,401.71		70,660.75	16,499,062.46		44,635.80	16,543,698.26	469,544.23	18,409,523.49		45,667.18	18,455,190.67

## 2020 Statement of Operations- General Fund

	2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
<b>CORPORATE:</b>				
REVENUE				
Municipal Levy	(10,902,495)	(10,967,508.08)	(11,378,238)	(11,629,412.77)
School Board Levy	(1,506,290)	(1,482,527.10)	(1,492,647)	(1,476,374.18)
Payments-In-Lieu	(816,367)	(662,229.70)	(830,794)	(612,884.56)
Contribution From Contingency Reserve Fund	-	-	-	-
Sale of Land/Gain on Sale of Land	-	-	-	(707.11)
Other Grant (In-Lieu of taxation)	-	-	-	-
One Time Assistance Funding	-	-	-	-
Tax Rate Stabilization Reserve Fund Contribution	-	-	-	-
Surplus from Prior Years	-	-	-	-
Ontario Cannabis Legalization Implementation Fund	(14,693)	(26,553.00)	-	-
Modernization Grant Fund	-	-	-	-
OMPF Funding	(3,363,500)	(2,520,842.00)	(3,294,600)	(2,470,950.00)
	<b>(16,603,345)</b>	<b>(15,659,659.88)</b>	<b>(16,996,279)</b>	<b>(16,190,329)</b>
EXPENDITURES				
Election	-	(100.00)	-	-
Council	552,621	247,068.45	369,358	136,295.17
Contributions from Capital Fund	-	-	-	-
Contribution to Reserve/Reserve Funds	1,550,917	-	1,802,977	-
Uncontrollable Costs	2,408,136	1,860,042.95	2,406,172	1,813,631.22
Economic Development	168,068	56,376.16	31,808	39,589.10
Travel Information Centre	4,006	11,686.88	19,141	6,512.03
Solar Panels	(21,499)	(13,170.17)	(18,329)	(8,410.73)
School Board Requisition	1,506,290	1,145,474.19	1,492,647	1,119,309.67
Long Term Debt	397,821	295,663.63	384,028	286,538.22
	<b>6,566,360</b>	<b>3,603,042.09</b>	<b>6,487,802</b>	<b>3,393,465</b>
<b>Total Corporate</b>	<b>(10,036,985)</b>	<b>(12,056,617.79)</b>	<b>(10,508,477)</b>	<b>(12,796,863.94)</b>

## 2020 Statement of Operations- General Fund

	2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
<b>ADMINISTRATION &amp; FINANCE:</b>				
Admin. Revenue	(655,525)	(418,935.41)	(465,325)	(316,843.72)
Administration Department	495,207	382,272.78	511,597	349,135.89
Clerk's Department	226,779	147,456.16	232,195	154,415.24
Treasury Department	575,921	367,196.94	534,938	336,330.00
FFPC Administration	147,892	91,873.28	-	3,037.69
Information Technology	256,071	125,224.44	316,698	210,008.05
<b>Total A &amp; F</b>	<b>1,046,345</b>	<b>695,088.19</b>	<b>1,130,103</b>	<b>736,083</b>
<b>EMERGENCY SERVICES</b>				
Fire Emergency Services	1,053,327	698,534.49	1,100,143	737,541.62
911 Dispatch Services	8,120	11,077.10	11,332	9,775.44
Police Services	2,304,957	1,633,075.08	2,437,386	1,732,371.67
<b>Total Emergency Services</b>	<b>3,366,404</b>	<b>2,342,686.67</b>	<b>3,548,861</b>	<b>2,479,689</b>
<b>COMMUNITY SERVICES:</b>				
Sister Betty Kennedy Centre	54,132	34,856.77	36,018	40,299.09
Children's Day Care	18,070	17,377.00	7,569	5,782.52
Best Start Hub	-	(47,999.20)	-	(740.08)
Day Care Special Needs Resource	-	(24,225.31)	-	(3,008.26)
Handi Transit Services	105,049	127,806.37	107,150	24,045.03
Townshend Theatre	-	(8,854.00)	-	2,086.37
Recreation Facilities	822,077	486,737.41	970,938	464,105.33
Recreation Programs	154,502	35,837.95	117,187	147,556.15
Community Services	141,996	81,387.83	114,000	3,023.26
Sunny Cove Camp	29,765	22,529.61	38,583	21,598.20
Public Library	497,448	401,016.20	521,546	328,649.08
Library Co-op	-	(5,256.67)	-	-
Museum	172,825	154,743.06	210,407	73,335.74
Waterfront (Sorting Gap)	38,703	51,739.11	29,490	19,305.01
<b>Total Community Services</b>	<b>2,034,567</b>	<b>1,327,696.13</b>	<b>2,152,888</b>	<b>1,126,037</b>



## 2020 Statement of Operations- General Fund

	2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
<b>OPERATIONS &amp; FACILITIES</b>				
Public Works	449,193	312,925.26	513,209	380,600.11
Roads	1,523,882	1,019,732.62	1,498,393	1,076,460.10
Sidewalks	143,123	124,986.06	143,962	102,927.68
Stores Operations	96,805	69,218.87	106,200	68,173.64
Traffic Signal Maint	11,135	5,627.81	10,867	6,776.72
Streetlighting Maint	109,710	35,736.51	116,672	41,844.84
Waste Management Services	-	(168,089.93)	-	(162,038.53)
Airport	101,822	80,897.80	95,547	90,643.92
Parks & Cemeteries Admin	179,668	139,621.79	183,760	103,825.84
Cemeteries	331,851	209,075.17	347,246	135,532.85
Parks	320,341	293,324.18	304,266	234,408.44
<b>Total Operations and Facilities</b>	<b>3,267,530</b>	<b>2,123,056.14</b>	<b>3,320,122</b>	<b>2,079,156</b>
<b>PLANNING &amp; DEVELOPMENT</b>				
By-Law Enforcement	156,594	96,118.56	157,801	101,713.49
Fight The Blight	-	-	-	-
Building Official Department	(1,481)	(72,600.45)	22,345	5,908.84
Planning Department	55,223	12,295.46	61,197	32,389.79
Civic Centre	111,804	58,782.09	115,160	55,295.11
<b>Total Planning and Development</b>	<b>322,140</b>	<b>94,595.66</b>	<b>356,503</b>	<b>195,307</b>
<b>SUBTOTAL</b>	<b>0</b>	<b>(5,473,495.00)</b>	<b>-</b>	<b>(6,180,592)</b>

# 2020 Statement of Operations- Water Fund

NEW G/L ACCOUNT		2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
<b>REVENUE</b>					
Expense Recovery	50-080-0832-0330-40589		-		(4,967.14)
Rents & Leases	50-080-0832-0330-40592	(9,277)	(9,357.90)	(9,277)	(9,523.86)
Private Work Charges	50-080-0832-0330-40595		-		-
Sale of Rain Barrels	50-080-0832-0330-40782	(65)	(287.60)	(65)	(115.04)
Expense Recovery	50-080-0832-0430-40589		-		(764.62)
Private Work Charges	50-080-0832-0430-40595	(8,000)	(7,181.38)	(8,000)	(1,924.10)
Reconnect Charges	50-080-0832-0430-40618	(1,200)	(1,703.90)	(1,200)	(2,268.20)
New Connection Charges	50-080-0832-0430-40619	(15,000)	(1,000.00)	(15,000)	921.56
Late Payment Charges	50-080-0832-0430-40682	(8,000)	(6,127.24)	(8,000)	(5,455.06)
Sale of Water	50-080-0832-0430-40685	(2,771,985)	(1,835,879.45)	(2,854,247)	(1,812,740.20)
Special Water Rates	50-080-0832-0430-40687		(82.65)		(7.50)
Sale of Water Meters/Backflow Prevention	50-080-0832-0430-40943	(5,500)	(563.18)	(5,500)	(11,933.21)
Water Meter Replacement	50-080-0832-0430-40946	(17,982)	(12,167.38)	(17,982)	(11,562.62)
Private Works Charges - HST Exempt at POS	50-080-0832-0530-40595		-		-
		<b>(2,837,009)</b>	<b>(1,874,350.68)</b>	<b>(2,919,271)</b>	<b>(1,860,339.99)</b>
<b>Water Works General</b>					
<b>EXPENDITURES</b>					
<b>Administration</b>					
Distributed Salaries/Wages			-		-
Distributed Benefits			-		-
Overtime & Lieu Time	50-080-0832-1101-60013		281.03		319.90
Paid Leave			-		-
Vacation Floaters, Stats, Holidays			-		-
Hourly Full Time	50-080-0832-1101-60010	107,266	62,598.54	106,908	67,838.56
Disability ST/LTD			-		-
WCB	50-080-0832-1101-60055	3,369	1,322.69	3,370	1,694.28
Canada Pension Plan	50-080-0832-1101-60025	3,684	2,610.12	3,291	2,978.36
Employment Insurance	50-080-0832-1101-60030	1,403	1,064.48	1,212	1,130.92
Dental, Vision, Extended Health			-		-
OMERS	50-080-0832-1101-60035	11,654	6,945.76	10,344	7,693.31
Life Insurance			-		-

# 2020 Statement of Operations- Water Fund

NEW G/L ACCOUNT		2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
Employer Health Tax	50-080-0832-1101-60040	2,174	1,285.09	1,974	1,424.07
Employer Benefits	50-080-0832-1101-60050	10,044	6,234.36	8,505	5,878.02
Summer Staff & Part-time Staff	50-080-0832-1101-60020	3,407	-	1,838	-
Accounting/Allocated Admin	50-080-0832-1200-71221	206,878	155,160.00	211,016	158,260.68
Communications	50-080-0832-1200-71251	3,200	1,129.52	3,200	2,085.27
Postage, Freight, Courier	50-080-0832-1200-71252	11,673	-	11,673	-
Legal	50-080-0832-1200-71253	5,000	-	5,000	9,328.77
Memberships	50-080-0832-1200-71260	1,000	269.66	1,000	-
Write-Offs	50-080-0832-1210-74515	2,000	63.23	2,000	3.01
Office Supplies	50-080-0832-1400-71410	1,000	34.35	1,000	321.45
Stores Charge	50-080-0832-1400-71433	10,300	-	10,300	-
Rain Barrel Expenses	50-080-0832-1400-71443		269.85		431.76
Annual Software Support	50-080-0832-1500-71501	1,404	-	1,404	440.64
Computer Maintenance (H&S)	50-080-0832-1500-71502	3,800	3,874.84	3,800	8,854.43
Custom Software Charges	50-080-0832-1500-71503	1,000	-	1,000	-
GIS Material	50-080-0832-1500-71507	13,432	8,592.30	13,432	7,548.36
Contracted Works	50-080-0832-1500-71523	1,000	1,190.59	1,000	609.76
Conference & Courses	50-080-0832-1500-71531	25,000	24,331.02	25,000	10,539.72
Insurance	50-080-0832-1500-71580	37,172	30,872.64	38,162	31,577.76
Insurance Deductible	50-080-0832-1500-71581	10,000	-	10,000	-
Advertising & Public Notices	50-080-0832-1500-71591	500	-	500	-
Contribution to Capital Fund	50-080-0832-1510-75350	1,206,590	-	1,266,144	-
Transfer to Reserve Fund (Water Meter Replace)	50-080-0832-1620-75390	17,982	18,976.14	17,982	
Contribution to Reserve Fund	50-080-0832-1620-75390		(18,976.14)		-
Contribution to Reserve Fund (Year End)	50-080-0832-1620-75390				
Inventory Adjustments	50-080-0832-1700-72505		-		-
		<b>1,701,932</b>	<b>308,130.07</b>	<b>1,761,055</b>	<b>318,959.03</b>
<b>Water Service Connections</b>					
Hourly Full Time	50-080-0832-1962-60010	50,000	48,891.01	50,950	19,271.81
Overtime	50-080-0832-1962-60013	5,000	4,339.86	5,000	348.44
Hourly Part Time	50-080-0832-1962-60020	3,614	4,063.43	3,683	-
Employer CPP	50-080-0832-1962-60025	2,342	2,862.13	2,487	1,074.09
Employer EI	50-080-0832-1962-60030	889	1,216.45	890	428.01

## 2020 Statement of Operations- Water Fund

	NEW G/L ACCOUNT	2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
Employer OMERS	50-080-0832-1962-60035	5,085	5,063.69	5,039	2,002.72
Employer EHT	50-080-0832-1962-60040	1,099	1,166.65	1,101	422.28
Employer Benefits	50-080-0832-1962-60050	5,929	6,071.07	6,023	1,920.47
Employer WSIB	50-080-0832-1962-60055	614	1,396.58	615	502.43
Materials	50-080-0832-1962-71471	12,000	14,793.61	12,000	2,466.52
Contracted Works	50-080-0832-1962-71523	14,000	3,385.37	14,000	896.75
Equipment Rentals - Owned	50-080-0832-1962-71540	22,000	24,417.85	22,000	4,133.56
		<b>122,572</b>	<b>117,667.70</b>	<b>123,788</b>	<b>33,467.08</b>
			-		
<b>Water Meter Maintenance</b>			-		
Hourly Full Time	50-080-0832-1963-60010	4,500	3,729.31	4,500	3,664.24
Overtime	50-080-0832-1963-60013		-		-
Employer CPP	50-080-0832-1963-60025	197	188.56	205	199.29
Employer EI	50-080-0832-1963-60030	75	79.88	73	77.73
Employer OMERS	50-080-0832-1963-60035	458	364.52	445	361.78
Employer EHT	50-080-0832-1963-60040	92	76.60	91	78.56
Employer Benefits	50-080-0832-1963-60050	534	259.14	532	788.02
Employer WSIB	50-080-0832-1963-60055	52	50.58	51	93.46
Materials	50-080-0832-1963-71471	7,500	2,231.58	7,500	16,161.74
Contracted Works	50-080-0832-1963-71523	11,874	6,891.52	11,874	9,069.54
Equipment Rentals - Owned	50-080-0832-1963-71540	1,725	937.50	1,725	400.00
		<b>27,007</b>	<b>14,809.19</b>	<b>26,996</b>	<b>30,894.36</b>
<b>Water Distribution System Maintenance</b>					
Hourly Full Time	50-080-0832-1964-60010	91,000	83,356.53	92,729	118,777.84
Overtime	50-080-0832-1964-60013	8,000	3,046.45	8,000	7,322.74
Hourly Part Time	50-080-0832-1964-60020	9,637	7,007.84	9,820	-
Employer CPP	50-080-0832-1964-60025	4,396	4,760.09	4,668	6,829.29
Employer EI	50-080-0832-1964-60030	1,668	2,015.53	1,670	2,682.78
Employer OMERS	50-080-0832-1964-60035	9,254	8,327.57	9,172	12,309.12
Employer EHT	50-080-0832-1964-60040	2,063	1,943.19	2,066	2,686.92
Employer Benefits	50-080-0832-1964-60050	10,792	9,579.09	10,962	14,765.24
Employer WSIB	50-080-0832-1964-60055	1,153	1,969.97	1,155	3,188.40
Materials	50-080-0832-1964-71471	35,000	16,365.07	35,000	35,726.93

# 2020 Statement of Operations- Water Fund

	NEW G/L ACCOUNT	2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
Contracted Works	50-080-0832-1964-71523	35,000	6,594.53	35,000	20,658.58
Equipment Rentals - Owned	50-080-0832-1964-71540	35,000	37,503.79	35,000	22,962.86
		<b>242,963</b>	<b>182,469.65</b>	<b>245,242</b>	<b>247,910.70</b>
<b>Total Waterworks General</b>		<b>2,094,474</b>	<b>623,076.61</b>	<b>2,157,081</b>	<b>631,231.17</b>
<b>Water Treatment Plant</b>					
<b>Microfit Generation Revenue</b>	50-080-0831-0330-40320	<b>(11,000)</b>	<b>(3,321.51)</b>	<b>(11,000)</b>	<b>(5,731.18)</b>
Hourly Full Time	50-080-0831-1101-60010	202,603	158,906.74	206,452	151,176.42
Overtime	50-080-0831-1101-60013	4,000	4,194.76	4,000	3,930.26
Hourly Part Time	50-080-0831-1101-60020		466.84		-
Employer CPP	50-080-0831-1101-60025	8,851	8,916.76	9,397	8,487.19
Employer EI	50-080-0831-1101-60030	3,359	3,768.40	3,362	3,370.01
Employer OMERS	50-080-0831-1101-60035	20,604	13,134.21	20,420	15,682.73
Employer EHT	50-080-0831-1101-60040	4,153	3,339.16	4,160	3,325.36
Employer Benefits	50-080-0831-1101-60050	24,026	19,372.46	24,406	16,290.62
Employer WSIB	50-080-0831-1101-60055	2,321	2,021.42	2,325	3,956.35
Equipment Rentals - Owned	50-080-0831-1101-71540	2,200	1,525.00	2,000	1,275.00
Communications	50-080-0831-1200-71251	7,740	4,613.69	7,740	3,230.76
Lab Fees - Water Testing	50-080-0831-1200-71270	16,000	13,969.93	16,000	7,365.30
Office Supplies	50-080-0831-1400-71410	500	-	500	-
Natural Gas	50-080-0831-1240-71416	29,469	14,996.38	28,880	13,769.91
Diesel Fuel	50-080-0831-1240-71417	1,000	-	1,000	-
Electrical Power	50-080-0831-1240-71420	78,940	36,407.13	78,940	37,710.65
Water & Sewer	50-080-0831-1240-71421	1,257	937.20	1,297	966.00
Taxes	50-080-0831-1240-71425	45,100	44,594.02	38,162	83,971.44
Chlorine	50-080-0831-1400-71434	17,700	17,312.80	19,500	16,762.92
Soda Ash	50-080-0831-1400-71435	42,000	16,262.66	48,300	19,887.76
Alumina	50-080-0831-1400-71436	40,000	30,323.17	49,500	35,605.67
Fluorides	50-080-0831-1400-71437	15,000	10,860.47	10,000	9,576.63
Miscellaneous Chemicals	50-080-0831-1400-71438	12,000	3,052.20	13,000	1,993.17
Materials	50-080-0831-1400-71471	20,000	8,711.04	20,000	7,792.18
Contracted Services	50-080-0831-1500-71523	36,355	19,006.55	36,355	26,931.05

# 2020 Statement of Operations- Water Fund

NEW G/L ACCOUNT		2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
		635,178	436,692.99	645,696	473,057.38
<b>Total Water Treatment Plant</b>		<b>624,178</b>	<b>433,371.48</b>	<b>634,696</b>	<b>467,326.20</b>
<b>Water Storage Facility</b>			-		-
Hourly Full Time	50-080-0831-1965-60010	7,500	5,188.37	7,500	5,339.26
Overtime	50-080-0831-1965-60013	1,000	-	1,000	-
Employer CPP	50-080-0831-1965-60025	328	259.89	341	287.93
Employer EI	50-080-0831-1965-60030	124	109.87	122	114.85
Employer OMERS	50-080-0831-1965-60035	763	202.26	742	535.32
Employer EHT	50-080-0831-1965-60040	154	104.59	151	112.40
Employer Benefits	50-080-0831-1965-60050	889	555.08	887	527.48
Employer WSIB	50-080-0831-1965-60055	86	58.49	84	133.69
Equipment Rentals - Own	50-080-0831-1965-71540	2,000	275.00	1,700	1,125.00
Communications	50-080-0831-1965-71251	2,180	1,301.65	2,180	433.58
Natural Gas	50-080-0831-1965-71416	12,000	7,779.77	11,760	6,704.37
Electrical Power	50-080-0831-1965-71420	3,633	2,056.32	3,633	2,222.67
Taxes	50-080-0831-1965-71425	84,700	83,117.04	86,394	44,708.98
Materials	50-080-0831-1965-71471	500	341.04	500	34.24
Contracted Works	50-080-0831-1965-71523	2,500	1,133.64	10,500	4,327.09
Equipment Rentals Other			-		-
<b>Total Water Storage Facility</b>		<b>118,357</b>	<b>102,483.01</b>	<b>127,494</b>	<b>66,606.86</b>
<b>Total Expenditures</b>		<b>2,848,009</b>	<b>1,162,252.61</b>	<b>2,930,271</b>	<b>1,170,895.41</b>
<b>TOTAL WATER FUND (Surplus)/Deficit</b>		<b>-</b>	<b>(715,419.58)</b>	<b>-</b>	<b>(695,175.76)</b>

## 2020 Statement of Operations- Sewer Fund

NEW G/L ACCOUNT		2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
<b>REVENUES</b>					
Private Work Charges	40-080-0811-0330-40595		(8,826.86)		(2,693.90)
Expense Recoveries	40-080-0811-0330-40589		-		-
ODRAP - Provincial Flood Exp Recovery	40-080-0811-0430-40409		-		-
Private Work Charges	40-080-0811-0430-40595	(19,000)	(5,487.14)	(19,000)	(1,299.25)
New Connection Charges	40-080-0811-0430-40619	(8,500)	(1,000.00)	(8,500)	-
Penalty on Late Payments	40-080-0811-0430-40682	(7,000)	(6,263.75)	(7,000)	(5,009.17)
Sewer Service/Disposal	40-080-0811-0430-40760	(2,569,445)	(1,702,194.02)	(2,693,701)	(1,680,926.48)
Expense Recoveries	40-080-0812-0430-40589		-		-
<b>Total Revenues</b>		<b>(2,603,945)</b>	<b>(1,723,771.77)</b>	<b>(2,728,201)</b>	<b>(1,689,928.80)</b>
<b>EXPENDITURES</b>					
<b>Administration</b>					
Distributed Salaries/Wages			-		-
Distributed Benefits			-		-
Hourly Full Time	40-080-0811-1101-60010	79,323	42,069.06	78,345	42,754.37
Overtime	40-080-0811-1101-60013		222.37		310.36
Hourly Part Time	40-080-0811-1101-60020	2,272	-	2,308	-
Employer CPP	40-080-0811-1101-60025	2,776	1,834.77	2,865	1,952.38
Employer EI	40-080-0811-1101-60030	1,061	747.38	1,057	743.29
Employer OMERS	40-080-0811-1101-60035	8,518	4,961.88	8,613	5,112.48
Employer EHT	40-080-0811-1101-60040	1,600	910.15	1,620	943.03
Employer Benefits	40-080-0811-1101-60050	7,723	4,588.92	7,901	4,158.86
Employer WSIB	40-080-0811-1101-60055	2,433	991.22	2,474	1,121.97
Allocated Admin	40-080-0811-1200-71221	163,116	122,340.00	166,378	124,784.82
Postage, Freight, Courier	40-080-0811-1200-71252	11,673	-	11,673	-
Legal	40-080-0811-1200-71253	10,000	-	10,000	9,328.76
Memberships	40-080-0811-1200-71260		-		-
Write Offs	40-080-0811-1210-74515		-		-
Debenture - Interest	40-080-0811-1300-71301		-		-
Debenture - Principal	40-080-0811-1300-71311		-		-
Office Supplies	40-080-0811-1400-71410	750	-	750	-

## 2020 Statement of Operations- Sewer Fund

	NEW G/L ACCOUNT	2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
Taxes	40-080-0811-1400-71425	4,400	35,621.57	4,400	35,987.76
Stores Charge	40-080-0811-1400-71433	8,700	-	8,700	-
Annual Software Support	40-080-0811-1500-71501	1,500	-	1,500	-
Computer Maintenance (H & S)	40-080-0811-1500-71502	3,800	3,874.84	3,800	4,311.52
GIS Material	40-080-0811-1500-71507	6,716	4,121.41	6,716	3,774.19
Contracted Works	40-080-0811-1500-71523	500	-	500	518.19
Conferences & Courses	40-080-0811-1500-71531	5,000	1,710.88	5,000	1,017.60
Insurance	40-080-0811-1500-71580	28,293	23,499.42	28,285	23,405.20
Insurance Deductible	40-080-0811-1500-71581	10,000	1,162.50	10,000	-
Advertising & Public Notices	40-080-0811-1500-71591	500	-	500	-
Contributions to Capital	40-080-0811-1510-75350	1,183,780	-	1,359,475	-
Contribution to Reserve Funds	40-080-0811-1620-75390		-		-
Contribution to Reserve Funds (Yr End)	40-080-0811-1620-75390		-		-
Inventory Adjustments	40-080-0811-1700-72505		-		-
		<b>1,544,434</b>	<b>248,656.37</b>	<b>1,722,860</b>	<b>260,224.78</b>
<b>Sewer Mains</b>					
Distributed Salaries/Wages					
Distributed Benefits					
Hourly Full Time	40-080-0811-1711-60010	48,220	10,535.83	49,136	8,043.93
Overtime	40-080-0811-1711-60013	1,500	306.37	1,500	924.94
Hourly Part Time	40-080-0811-1711-60020	2,108	212.31	2,148	-
Employer CPP	40-080-0811-1711-60025	2,198	606.62	2,334	479.59
Employer EI	40-080-0811-1711-60030	834	256.30	835	189.67
Employer OMERS	40-080-0811-1711-60035	4,904	1,137.85	4,860	864.82
Employer EHT	40-080-0811-1711-60040	1,032	246.91	1,033	189.64
Employer Benefits	40-080-0811-1711-60050	5,718	1,889.11	5,809	1,327.00
Employer WSIB	40-080-0811-1711-60055	577	315.48	578	225.56
Materials	40-080-0811-1711-71471	10,000	6,252.11	10,000	5,157.29
Contracted Service	40-080-0811-1711-71523	125,000	59,923.17	125,000	58,861.91
Equipment Rentals - Own	40-080-0811-1711-71540	36,000	6,691.22	36,000	4,344.15
		<b>238,091</b>	<b>88,373.28</b>	<b>239,233</b>	<b>80,608.50</b>



## 2020 Statement of Operations- Sewer Fund

NEW G/L ACCOUNT		2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
<b>Service Connections</b>					
Distributed Salaries/Wages			-		
Distributed Benefits			-		
Hourly Full Time	40-080-0811-1712-60010	40,000	25,115.85	40,760	10,909.62
Overtime	40-080-0811-1712-60013	5,000	3,444.41	5,000	739.48
Hourly Part Time	40-080-0811-1712-60020	2,710	1,758.04	2,761	-
Employer CPP	40-080-0811-1712-60025	1,866	1,512.56	1,981	629.36
Employer EI	40-080-0811-1712-60030	708	642.76	709	250.58
Employer OMERS	40-080-0811-1712-60035	4,068	2,753.34	4,031	1,194.13
Employer EHT	40-080-0811-1712-60040	875	615.14	877	247.35
Employer Benefits	40-080-0811-1712-60050	4,744	2,609.27	4,819	1,125.05
Employer WSIB	40-080-0811-1712-60055	489	781.39	490	294.23
Materials	40-080-0811-1712-71471	6,500	8,518.70	6,500	1,191.63
Contracted Services	40-080-0811-1712-71523	12,000	769.64	12,000	4,017.24
Equipment Rentals - Own	40-080-0811-1712-71540	15,000	10,382.42	15,000	1,998.94
		<b>93,960</b>	<b>58,903.52</b>	<b>94,928</b>	<b>22,597.61</b>
<b>Emergency Measures</b>					
Salaries Full Time	40-080-0811-1720-60010		-		-
Overtime	40-080-0811-1720-60013		-		-
Hourly Full Time	40-080-0811-1720-60015		-		-
Hourly Part Time	40-080-0811-1720-60020		-		-
Employer CPP	40-080-0811-1720-60025		-		-
Employer EI	40-080-0811-1720-60030		-		-
Employer OMERS	40-080-0811-1720-60035		-		-
Employer EHT	40-080-0811-1720-60040		-		-
Employer Benefits	40-080-0811-1720-60050		-		-
Employer WSIB	40-080-0811-1720-60055		-		-
Materials	40-080-0811-1720-71471		-		-
Contracted Services	40-080-0811-1720-71523		-		-
Equipment Rentals - Own	40-080-0811-1720-71540		-		-
		-	-	-	-

## 2020 Statement of Operations- Sewer Fund

NEW G/L ACCOUNT		2019 OPERATING FORECAST	Actual to September 30, 2019	2020 OPERATING FORECAST	Actual to September 30, 2020
<b>Sewage Treatment Plant</b>					
Hourly Full Time	40-080-0812-1101-60010	2,500	185.78	2,500	55.22
Overtime	40-080-0812-1101-60013		-		-
Hourly Part Time	40-080-0812-1101-60020		-		-
Employer CPP	40-080-0812-1101-60025	109	9.07	114	4.43
Employer EI	40-080-0812-1101-60030	41	3.89	41	1.77
Employer OMERS	40-080-0812-1101-60035	254	18.13	247	7.56
Employer EHT	40-080-0812-1101-60040	51	3.67	50	1.74
Employer Benefits	40-080-0812-1101-60050	296	-	296	21.97
Employer WSIB	40-080-0812-1101-60055	29	5.88	28	2.07
Equipment Rentals - Own	40-080-0812-1101-71540	500	-	500	415.15
Natural Gas	40-080-0812-1240-71416	21,922	9,426.33	21,484	10,460.97
Electrical Power	40-080-0812-1240-71420	161,745	71,411.08	95,000	61,466.24
Grit Landfill Tipping Fees	40-080-0812-1400-71424	501	-	501	-
Taxes	40-080-0812-1240-71425	36,300	4,290.17	37,026	4,305.47
Materials	40-080-0812-1400-71471	2,000	1,276.63	2,000	37.25
Contracted Works - AWA/OCWA	40-080-0812-1500-71523	501,212	377,174.75	511,393	389,866.40
		<b>727,460</b>	<b>463,805.38</b>	<b>671,180</b>	<b>466,646.24</b>
<b>Total Expenditures</b>		<b>2,603,945</b>	<b>859,738.55</b>	<b>2,728,201</b>	<b>830,077.13</b>
<b>TOTAL SEWER FUND (Surplus)/Deficit</b>		<b>-</b>	<b>(864,033.22)</b>	<b>-</b>	<b>(859,851.67)</b>



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

October 15, 2020

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

Attention: Mr. Craig Miller  
Environmental Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility  
September 2020 Monthly Report**

As per the operating agreement, the attached document is the September 2020 monthly report for the Fort Frances Wastewater Treatment Facility.

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

If you have any questions regarding this report do not hesitate to contact Mr. Jeff St. Pierre, Regional Hub Manager.

Yours truly,

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

Kelly Cunningham  
Team Lead

For Jeff St. Pierre  
Regional Hub Manager

**The Corporation of the Town of Fort Frances  
Wastewater Treatment Plant  
(Sewage Plant)  
September 2020 Monthly Operations Report**

## **INTRODUCTION**

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of September 2020; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

## **DESCRIPTION OF WORKS**

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

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

## **LABORATORY**

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

## SEPTEMBER 2020 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD <sub>5</sub>	2.0 mg/L	25 mg/L	15 mg/L	10.6 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	2.1 mg/L	25 mg/L	15 mg/L	11.6 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.17 mg/L	1.0 mg/L	0.9 mg/L	0.96 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	7.40 mg/L 5.02 mg/L					
Total Cl <sub>2</sub> Residual		<0.01 mg/L (when in use)				
E-Coli		10 count/100 ml (geometric mean )		200 count/100ml (geometric mean )		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 6.7 to 7.1; average pH was 6.9		
Temperature degrees C				Temperatures ranged from 16.5 to 17.5 C; average temperature of effluent was 17.0 C		

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

## WASTEWATER LIQUID PROCESS

The average daily flow for September was 5464.9 m<sup>3</sup>/day. This represents 61% of the design average flow. Total treated flow for the month was 163947 m<sup>3</sup>.

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

## **MAINTENANCE**

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

### **Treatment Plant:**

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Drained and inspected teacup, hosed snail
- Replaced battery on Yamaha generator
- Greased flocculator seal bearing
- Replaced pump tubing on influent automatic sampler
- Wiped DO probes
- Drained and inspected both clarifiers, removed one link each longitudinal chain
- Greased bearings, tensioned belts and replaced air filters all air handlers

### **Pump Stations:**

- Ran gensets
- Changed seal water strainers

## **PROCESS AND OPTIMIZATION ISSUES**

### **SLUDGE SUMMARY**

Dennis Robinson Limited hauled a calculated total of 114.8 m<sup>3</sup> (11 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 17.0 % TS for the month but slump test results from the landfill site have not been provided. The Fournier press ran for 107.8 hours in the past month.

## **COMPLAINTS**

There were no complaints during the report period.

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

There were no bypass events in the reporting period.

## **COMMENTS**

Plant power consumption for the month was 443 (x 180 multiplier) kWh.

The Fournier press has been operated 1144 hours in 2020.

Drained and inspected both clarifiers, removed one link each longitudinal chain.

## **REPORTS**

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

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

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

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

Workorder Summary Report

Report Start Date: Sep 1, 2020 12:00 AM

Report End Date: Sep 30, 2020 11:59 PM

Location: 1103\*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
<a href="#">1911648</a>	0000227376	PANEL ALARM/ DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	9/1/20 12:00 AM	9/28/20 07:47 AM	9/28/20 07:47 AM	Dialer Test -We test daily at 11am.
<a href="#">1911652</a>			1103, Fort Frances WPCP	PM	Refurbish/ Replace/Repair	1	MONTHS	Diesel Gensets Inspection/ Functional Tests (1m) 1103	COMP	9/1/20 12:00 AM	9/19/20 01:00 PM	9/19/20 03:00 PM	Monthly Genset Run -I ran all gensets 1 hour under load.
<a href="#">1911678</a>			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	9/1/20 12:00 AM	9/28/20 07:43 AM	9/28/20 07:43 AM	Monthly H&S -No issues this month.
<a href="#">1911689</a>			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	9/1/20 12:00 AM	10/4/20 01:31 PM	10/4/20 01:31 PM	
<a href="#">1911694</a>			1103, Fort Frances WPCP	OPER	Health and Safety	1	YEARS	WHMIS/MSDS/NSF Review And Update (1y) 1103	COMP	9/1/20 12:00 AM	9/10/20 12:55 PM	9/10/20 12:55 PM	WHMIS/MSDS/NSF Review And Update (1y) 1103 -Reviewed and updated SDS in WHMIS binder. Kelly
<a href="#">1912012</a>			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	9/1/20 12:00 AM	9/30/20 01:37 PM	9/30/20 01:37 PM	Blowers/Motors Inspection/Service (1m/3m) 1103 -Greased all blowers. Kelly C.
<a href="#">1912022</a>	0000246402	CENTRIFUGE GS2-2-1 TEACUP/ GRIT SNAIL	1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting	PM	Inspection	1	MONTHS	Teacup Centrifuge Inspection/ Service (1m/3m/1y) 1103	COMP	9/1/20 12:00 AM	9/25/20 08:30 AM	9/25/20 09:30 AM	Teacup Inspection -Minimal debris found.
<a href="#">1912039</a>			1103, Fort Frances WPCP	PM	Refurbish/ Replace/Repair	3	MONTHS	Clarifiers Inspection/Service (3m) 1103	COMP	9/1/20 12:00 AM	9/23/20 01:10 PM	9/23/20 01:10 PM	Clarifier Draining -We started early and began draining and once we were able to enter we removed one link from each long collector chain. I also stayed late to complete filling. DH
<a href="#">1912486</a>			1103, Fort Frances WPCP	PM	Refurbish/ Replace/Repair	1	YEARS	Air Handling Units Inspection/ Service (1y) 1103	COMP	9/1/20 12:00 AM	9/30/20 02:55 PM	9/30/20 02:55 PM	Air Handling Units Inspection/ Service (1y) 1103 -Greased bearings, tensioned belts and replaced air filters in the 3 units. Kelly C.



Workorder Summary Report

Report Start Date: Sep 1, 2020 12:00 AM

Report End Date: Sep 30, 2020 11:59 PM

Location: 1103\*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
<a href="#">1915556</a>			1103, Fort Frances WPCP	CALL	Refurbish/ Replace/Repair	0		Plant power failure call in 1103	COMP		9/3/20 04:15 AM	9/3/20 06:00 AM	Plant power failure call in 1103 -At 0415 I was called for a plant power failure. Once at the plant I was able to reset the phase loss protection and the main power. I started all equipment and acknowledged alarms on SCADA. All was fine by 0605.
<a href="#">1918911</a>	0000129847	UPS	1103, Fort Frances WPCP, Facility, Power Distribution, Inverter Panels & DC Battery	CALL	Refurbish/ Replace/Repair	0		Plant Power Failure 1103	COMP		9/28/20 07:56 AM	9/28/20 08:00 AM	Plant Power Failure -I reset the phase loss and reset main power then brought the plant back online.
<a href="#">1919461</a>			1103, Fort Frances WPCP	CALL	Refurbish/ Replace/Repair	0		Plant power failure 1103	COMP		9/29/20 06:30 PM	9/29/20 07:45 PM	Plant power failure 1103 -I was called by the auto dialer at 1830 hours for a plant power failure alarm. Drove to the plant where I reset phase loss protection and restored main plant power. Brought equipment back online and acknowledged all alarms. Process looked good so headed for home. Kelly C.

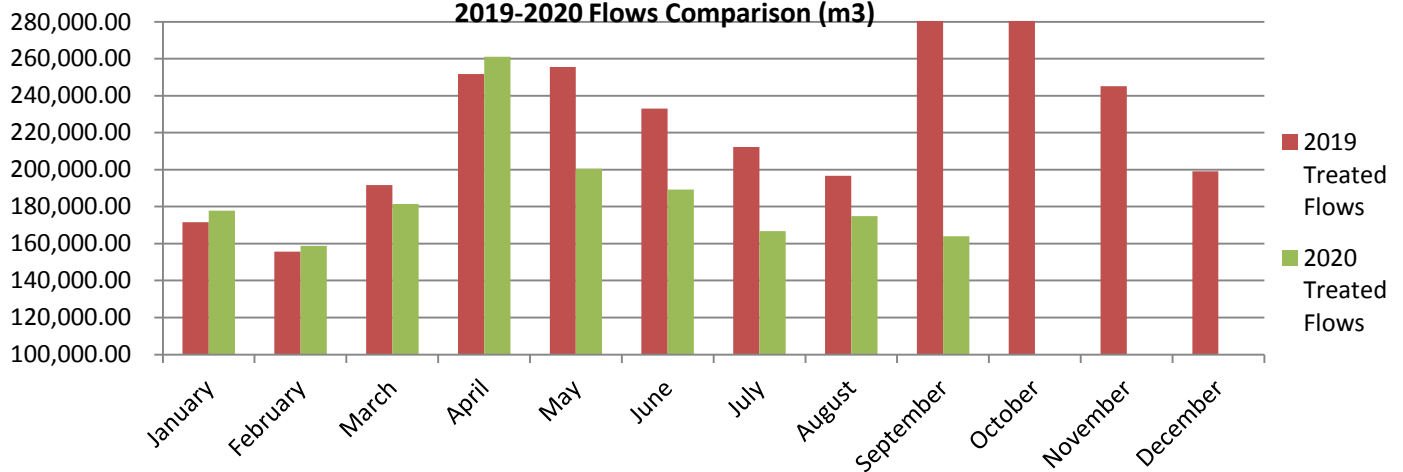
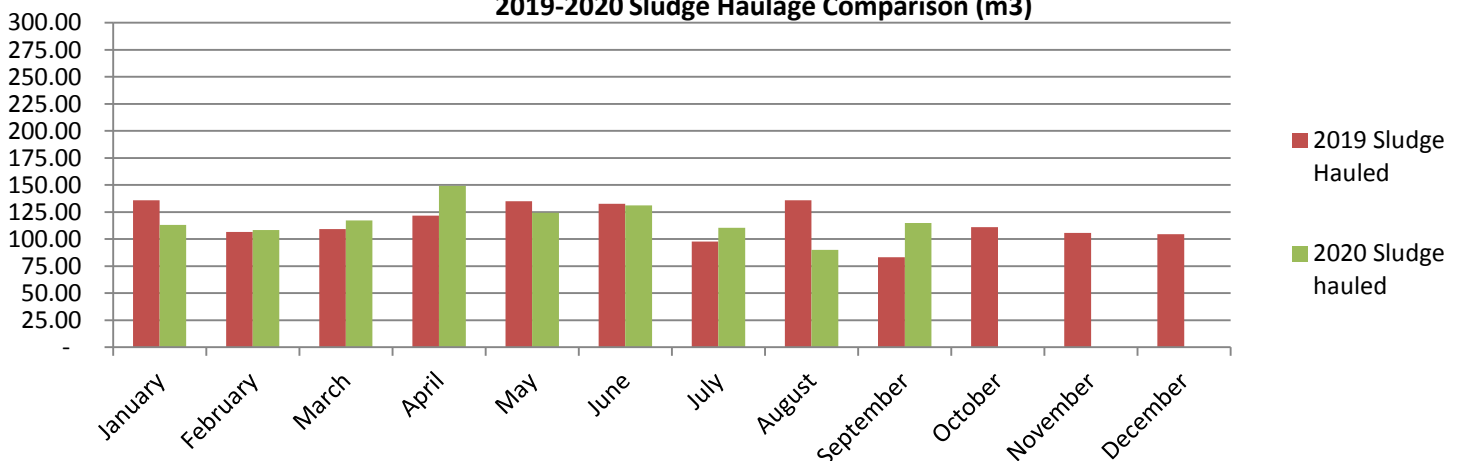
## 2020 Fort Frances Wastewater

Avg. Day Flow m3	Sewage Flows Year 2020				Usage % Plant Capacity	Calculated Volume Hauled M3	Sludge Bins Hauled	Removal Efficiency	
	Max Day Flow m3	Total Treated Volume ML	ByPass Volume ML	Total Volume ML				CBOD5	Suspended Solids
								0.964868256	0.975146509
5733.8	6060	177747		177747	64%	113.2	12		0.945870275
5477.0	5861	158832		158832	61%	108.2	11		
5852.1	8845	181415		181415	65%	117.1	12		
8705.3	12162	261159		261159	97%	149.3	15		
6468.6	7612	200528		200528	72%	124.4	12		
6308.4	10580	189252		189252	70%	131.0	13		
5376.8	6039	166681		166681	60%	110.5	11		
5641.0	8831	174870		174870	63%	89.9	9		
5464.9	6696	163947		163947	61%	114.8	11		
					0%				
					0%				
					0%				
6114	12162	186048	0	1674431	62%	1058.4	106		
		261159		186048		117.6	11.8		
9000	18000			261159			15		

Avg. Raw BOD (mg/L)	BOD5/CBOD5				Suspended Solids				Total Phosphorus				Nitrogen				E. Coli				pH			
	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Avg. Load	Avg. Raw	Avg. Eff.	Geo Mean	Counts	Avg. Eff.	Total N	Avg. Raw	Avg. Load	Minimum	Maximum
	CBOD (mg/L)	CBOD (kg/day)	S.S (mg/L)	S.S (mg/L)	S.S (kg/day)	T.P (mg/L)	T.P (mg/L)	S.S (kg/day)	T.P (mg/L)	T.P (mg/L)	I.P (kg/day)	I.P (mg/L)	TKN (mg/L)	I.P (kg/day)	TKN (mg/L)	(mg/L)	/100ml	/100ml	(mg/L)	(mg/L)	(mg/L)	(kg/day)	6.3	6.6
92.6	2.9	16.4	167.8	4.9	28.2	2.59	0.14				0.82	0.14	16.2	0.82	16.2	12.5	44.6		12.5	16.2	16.2		6.3	6.6
112.0	9.0	15.9	163.1	5.0	27.2	3.38	0.12				0.67	0.12	16.4	0.67	16.4	13.0	22.1		13.0	16.4	16.4		6.4	7.5
99.2	2.6	16.2	149.8	5.3	31.4	2.68	0.11				0.68	0.11	21.9	0.68	21.9	12.4	33.1		12.4	21.9	21.9		7.0	7.6
69.8	2.9	24.2	106.4	5.1	45.8	1.88	0.11				0.96	0.11	14.5	0.96	14.5	10.1	49.0		10.1	14.5	14.5		7.0	7.4
75.8	2.2	14.2	133.1	3.9	25.2	1.90	0.10				0.63	0.10	16.2	0.63	16.2	12.3	14.1		12.3	16.2	16.2		7.0	7.3
79.6	2.3	13.7	154.9	3.8	23.7	1.59	0.13				0.81	0.13	17.5	0.81	17.5	12.5	15.2		12.5	17.5	17.5		6.9	7.2
86.3	2.1	11.5	182.9	2.6	14.1	2.34	0.11				0.61	0.11	19.3	0.61	19.3	8.1	10.0		8.1	19.3	19.3		6.9	7.1
82.4	2.0	11.4	186.8	2.5	14.2	2.46	0.17				0.96	0.17	17.3	0.96	17.3	6.8	11.5		6.8	17.3	17.3		6.7	7.1
99.3	2.0	10.6	171.5	2.1	11.6	2.61	0.17				0.96	0.17	18.4	0.96	18.4	7.4	10.0		7.4	18.4	18.4		6.7	7.1
88.6	3.1	14.9	157.4	3.9	24.6	2.4	0.13				0.79	0.13	17.5	0.79	17.5	10.6	23.3		10.6	17.5	17.5		6.8	7.2
112	9	24.2	186.8	5.3	45.8	3.4	0.17				0.96	0.17	21.9	0.96	21.9	13	49		13	21.9	21.9		7	7.6
	25	225		25	225		1.0				9.0	1.0		9.0			200						6.0	9.5

**2019-2020 Comparison Chart**

Month	2019 Treated Sewage	2020 Treated Sewage	% Variance 2019 to 2020	2019 Hauled Sludge	2020 Hauled Sludge	% Variance 2019 to 2020
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	171,621.00	177,747.00	3%	136.00	113.20	-17%
February	155,707.00	158,832.00	2%	106.70	108.20	1%
March	191,603.00	181,415.00	-6%	109.20	117.10	7%
April	251,711.00	261,159.00	4%	121.60	149.30	23%
May	255,574.00	200,528.00	-27%	135.00	124.40	-8%
June	233,001.00	189,252.00	-23%	132.60	131.00	-1%
July	212,351.00	166,681.00	-27%	97.70	110.50	13%
August	196,772.00	174,870.00	-13%	136.00	89.90	-34%
September	315,918.00	163,947.00	-93%	83.10	114.80	38%
October	441,076.00		#DIV/0!	111.10		-100%
November	245,097.00		#DIV/0!	105.70		-100%
December	199,047.00		#DIV/0!	104.50		-100%
<b>Totals</b>	<b>2,869,478.00</b>	<b>1,674,431.00</b>	<b>-71%</b>	<b>1,379.20</b>	<b>1,058.40</b>	<b>-23%</b>

**2019-2020 Flows Comparison (m3)****2019-2020 Sludge Haulage Comparison (m3)**

2020 - Tonnage at Landfill Site - Updated October 15, 2020

Residential Waste		ICI Waste			Non Community Waste		Non Community Waste	Covering Material	2019	Average last 10 years	2020	Total Fees	Average last 10 years Fees	Total Fees		
MONTH	(tonne)	Res (%)	(tonne)	ICI (%)	(tonne)	Waste (%)	(tonne)	Total Tonne	Total Tonne	Total Tonne			2010 to 2019		2020-2019 Tonnes	2020-2019 Fees
JAN	155.55	36%	264.88	61%	10.30	2%	0.00	548.19	395.44	430.73	\$ 27,590.90	\$ 21,533.59	\$ 27,424.15	-117.46	-\$ 166.75	
FEB	127.99	32%	238.46	60%	29.20	7%	0.00	360.69	317.98	395.65	\$ 21,887.90	\$ 17,034.00	\$ 23,407.65	34.96	\$ 1,519.75	
MAR	192.66	43%	243.75	55%	7.54	2%	9.30	485.71	426.17	443.95	\$ 76,269.12	\$ 23,642.71	\$ 29,051.15	-41.76	-\$ 47,217.97	
APRIL	284.22	46%	315.97	52%	11.15	2%	36.90	740.62	580.93	611.34	\$ 49,329.50	\$ 32,712.97	\$ 42,244.30	-129.28	-\$ 7,085.20	
MAY	384.70	49%	386.03	50%	6.60	1%	4146.71	854.39	729.67	777.33	\$ 50,989.10	\$ 39,340.52	\$ 50,040.01	-77.06	-\$ 949.09	
JUNE	277.79	46%	317.21	53%	5.08	1%	10319.37	757.98	827.61	600.08	\$ 46,821.00	\$ 39,940.83	\$ 50,850.20	-157.90	\$ 4,029.20	
JULY	274.38	41%	385.42	57%	10.62	2%	4682.21	769.45	604.11	670.42	\$ 47,024.80	\$ 36,877.55	\$ 49,691.30	-99.03	\$ 2,666.50	
AUG	283.68	37%	477.17	62%	9.36	1%	959.26	732.28	678.70	770.21	\$ 49,303.70	\$ 37,960.82	\$ 55,399.40	37.93	\$ 6,095.70	
SEPT	319.67	34%	533.81	56%	92.20	10%	175.85	662.16	673.32	945.68	\$ 42,611.05	\$ 38,481.31	\$ 53,936.60	283.52	\$ 11,325.55	
OCT		#DIV/0!		#DIV/0!		#DIV/0!		673.40	834.68	0.00	\$ 44,233.50	\$ 43,709.40		-673.40	-\$ 44,233.50	
NOV		#DIV/0!		#DIV/0!		#DIV/0!		677.40	576.61	0.00	\$ 41,877.80	\$ 30,714.80		-677.40	-\$ 41,877.80	
DEC		#DIV/0!		#DIV/0!		#DIV/0!		433.30	428.15	0.00	\$ 26,849.40	\$ 22,463.35		-433.30	-\$ 26,849.40	
Average per monthly	255.63	34%	351.41	61%	20.23	5%	2258.84	641.30	589.45	470.45	\$ 43,732.31	\$ 32,034.32	\$ 42,449.42	-253.54	-\$ 49,870.06	
Total	2300.64		3162.70		182.05		20329.60	7695.57	7073.37	5645.39	\$ 524,787.77	\$ 384,411.84	\$ 382,044.76	-2050.18	-\$ 142,743.01	
												\$ 524,787.77	Actual	\$ 382,044.76		
Town of Fort Frances Tonnage	5463.34															
												\$ 407,271.00	Budget	\$ 414,194.00		
Total Tonnage	5645.39															
												\$ 524,787.77	Forecasted	\$ 509,393.01		
Residential Tonnage	2300.64	40.75%														
ICI Tonnage	3162.70	56.02%														
Coverage material	20329.60															

**Aircraft Landings 2020**  
As of September 30, 2020

Month	Bearskin Flights			Bearskin Passengers			Air Bravo Passengers			Government			Private			Med-I-vacs			International			Commercial			Totals			Variance
	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020-2019
January	56	54	68	140	160	198	8	8	0	2	0	0	15	4	3	50	60	55	0	0	2	45	42	73	168	160	201	8
February	64	56	66	149	197	187	12	15	0	3	13	0	6	1	2	36	43	57	1	0	3	38	38	56	148	151	184	-3
March	41	61	73	99	160	249	0	11	0	1	13	0	10	10	5	39	52	43	6	2	6	0	42	57	97	180	184	-83
1/4 Total	161	171	207	388	517	634	20	34	0	6	26	0	31	15	10	125	155	155	7	2	11	83	122	186	413	491	569	-78
April	1	59	77	0	197	270	0	7	0	2	5	0	10	9	7	30	57	42	1	3	6	0	40	42	44	173	174	-129
May	0	67	77	0	196	276	0	5	2	3	14	4	20	19	19	40	63	35	0	25	28	0	43	54	63	231	229	-168
June	0	61	68	0	208	219	0	9	4	0	13	4	21	48	24	53	57	36	0	81	70	0	39	49	74	299	273	-225
1/2 Total	162	358	429	388	1118	1399	20	55	6	11	58	8	82	91	60	248	332	268	8	111	115	83	244	331	594	1194	1211	-600
July	0	61	74	0	173	228	0	10	7	2	4	10	44	28	40	35	54	38	0	69	79	0	42	41	81	258	282	-177
August	0	69	69	0	236	219	0	5	5	0	10	6	31	33	41	38	57	41	0	64	65	0	40	44	69	273	266	-204
September	11	62	66	17	180	197	0	12	2	1	8	29	27	14	33	61	52	44	2	46	45	0	34	37	102	216	254	-114
3/4 Total	173	550	638	405	1707	2043	20	82	20	14	80	53	184	166	174	382	495	391	10	290	304	83	360	453	846	1941	2013	-1095
October		66	68		219	254		13	8		5	5		22	18		57	37		8	8		44	43	0	202	179	-202
November		61	71		180	209		17	1		0	2		6	5		56	41		1	1		37	40	0	161	160	-161
December		47	55		111	197		13	7		0	0		13	7		43	41		3	0		38	34	0	144	137	-144
Total	173	724	832	405	2217	2703	20	125	36	14	85	60	184	207	204	382	651	510	10	302	313	83	479	570	846	2448	2489	-1602

Fort Frances Airport - Page 2/2 - Fuel Sales - September 30, 2020																				
Fuel Sales Recap - 2020									2020	2019	2018	2017	2016	2015	2014	2013	2012	9 year	Variance	
	100LL		Jet Trk		Jet Cab		Month	Year	per	per	per	per	per	per	per	per	per	Average	2020-2019	
Month	Liters	Total	Liters	Total	Liters	Total	Total	Total	month	month	month	month	month	month	month	month	month	2020 to 2012	month	
January	435	435	7,527	7,527		0	7,962	7,962	7,962	8,050	16,597	25,675	7,528	8,692	11,543	7,216	10,252	11,082	-88	
February	325	760	4,752	12,279		0	5,077	13,039	5,077	7,991	16,286	12,503	11,904	11,231	12,304	6,197	6,918	9,410	-2,914	
March	506	1,266	5,967	18,246		0	6,473	19,512	6,473	13,716	9,798	21,928	13,255	17,795	10,508	12,077	9,329	12,527	-7,243	
April	313	1,579	1,146	19,392		0	1,459	20,971	1,459	13,010	10,398	13,102	8,592	13,219	8,377	4,453	8,251	8,616	-11,551	
May	1,139	2,718	10,546	29,938		0	11,685	32,656	11,685	18,667	24,839	21,362	24,681	16,161	29,753	18,350	21,891	20,718	-6,982	
June	1,082	3,800	7,000	36,938		0	8,082	40,738	8,082	31,063	27,380	27,380	26,015	45,698	30,789	22,786	23,537	26,845	-22,981	
July	2,147	5,947	8,969	45,907		0	11,116	51,854	11,116	17,146	23,461	24,642	29,002	28,150	14,441	19,232	32,650	21,896	-6,030	
August	2,255	8,202	5,275	51,182		0	7,530	59,384	7,530	17,024	30,430	23,029	21,119	36,638	20,450	20,075	30,783	22,855	-9,494	
September	3,205	11,407	11,484	62,666		0	14,689	74,073	14,689	16,543	25,191	13,489	21,325	24,238	21,837	18,005	19,431	19,726	-1,854	
October		11,407		62,666		0	0	74,073		9,076	10,769	16,604	30,655	8,216	15,472	13,109	11,325	14,323		
November		11,407		62,666		0	0	74,073		2,202	10,748	9,924	22,349	11,616	7,238	6,398	8,170	9,492		
December		11,407		62,666		0	0	74,073		5,852	13,243	6,560	13,797	7,592	6,849	2,028	8,179	7,394		
Total	11,407		62,666		0		74,073		74,073	160,340	219,140	216,198	230,222	229,246	189,561	149,926	190,716	184,883	-69,137	

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



Sewer & Water Data for 2020

up-dated October 21, 2020

Month	Days per month	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020-2019	2020-2019	2020	2020	Monthly
		Total	daily	Couch.	Couch.	Couch.	Total	daily	Couch.	Couch.	Couch.	Diff	Diff	Difference	Infiltration	Infiltration
		Sewage	Sewage	Sewage	Sewage	Sewage	Treated	Treated	2 Water	2 Water	Water	Treated	Wastewater	STP-WTP	daily average	US Gallons
		STP	STP	Meters	Meters	%	WTP	WTP	Meters	Meters	%	WTP	STP			
		cu. meters	cu. meters	cu. meters	cu. meters		cu. meters	cu. meters	cu. meters	cu. meters						
		monthly	daily	monthly	daily		monthly	daily	monthly	daily						
January	31	177747	5733.77	8544	275.61	4.81%	108720	3507.1	5985	193.1	5.50%	-6720.0	6126.0	69027.0	2226.7	18,235,001
February	28	158832	5672.57	8340	297.86	5.25%	101900	3639.3	5985	213.8	5.87%	-10520.0	3125.0	56932.0	2033.3	15,039,840
March	31	181415	5852.10	10364	334.32	5.71%	105300	3396.8	6480	209.0	6.15%	-16080.0	-10188.0	76115.0	2455.3	20,107,452
April	30	261159	8705.30	12327	410.90	4.72%	96350	3211.7	6480	216.0	6.73%	-9920.0	9448.0	164809.0	5493.6	43,537,923
May	31	200528	6468.65	9807	316.35	4.89%	111690	3602.9	7775	250.8	6.96%	10430.0	-55046.0	88838.0	2865.7	23,468,512
June	30	189252	6308.40	5929	197.63	3.13%	115660	3855.3	7775	259.2	6.72%	4800.0	-43749.0	73592.0	2453.1	19,440,946
July	31	166681	5376.81	8858	285.74	5.31%	139030	4484.8	9109	293.8	6.55%	16670.0	-45670.0	27651.0	892.0	7,304,620
August	31	174870	5640.97	9937	277.29	4.92%	127750	4121.0	9109	293.8	7.13%	9500.0	-21902.0	47120.0	1520.0	12,447,785
September	30	163947	5464.90	8596	0.00	0.00%	107690	3589.7		0.0	0.00%	7530.0	-151971.0	56257.0	1875.2	14,861,524
October	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-173967.0	-441076.0	0.0	0.0	-
November	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-174097.0	-245097.0	0.0	0.0	-
December	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-182137.0	-199047.0	0.0	0.0	-
Total	365	1674431		82702			1014090.0		58698.0			-524511.0	-1195047.0	660341.0	1809.2	174,443,603
Monthly Average		195936.2	6486.5	9876.4	327.0		104792.0	3471.5	6541.0	216.5	0.1	-6562.0	-9307.0	91144.2	3014.9	24077745.6

Frog Creek Station equipment failure reporting negative flows. Reported here as 0