

# TOWN OF FORT FRANCES

## AGENDA - November 9, 2020

### MEETING - Virtually

Page

**1. COUNCIL MEETING**

(Session No. 051) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 ~~Prayer~~ Silent Meditation

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

1.4 Disclosure of pecuniary interest and the general nature thereof.

**2. Delegations/Deputations:**

2.1 Presentation from R. Breeze re: Request Honey Bee Proclamation and Change to Municipal By-law

4 - 6

**3. Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Email received October 30, 2020 from J. Pryde re: resignation from Downtown BIA

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- will be received with thanks for contribution.

3.3 Email received November 3, 2020 from C. Graham, MB/NWO Royal Canadian Legion re: Military Service Recognition Book Advertising Opportunity

8 - 12

- will be referred to the Administration & Finance Executive Committee for recommendation.

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

4.1 Session No. 050 dated October 26, 2020

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

5.1 Session No. 051 dated October 26, 2020

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

**7. By-Laws:**

7.1 By-law 21/14-J being a by-law to amend by-law 21/14, for the regulation of traffic on highways and regulating the use of highways by

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| pedestrians and vehicles within the Municipality.  |           |
| 7.2 By-law 21/14-K being a by-law to amend by-law 21/14, for the regulation of traffic on highways and regulating the use of highways by pedestrians and vehicles within the Municipality. | 14        |
| 7.3 By-law 42/20 being a by-law to approve contracts for supply & delivery of granular materials awarded through the public tender process.  | 15 - 27   |
| 7.4 By-law 43/20 being a by-law to approve a contract for operations of the municipal landfill awarded through the public tender process.  | 28 - 34   |
| 7.5 By-law 44/20 being a by-law to approve an agreement with Local Authorities Services Ltd. for purposes of a Natural Gas Procurement Program.  | 35 - 44   |
| 7.6 By-law 45/20 being a by-law to approve a client-supplier agreement with Fastenal Canada Ltd. for provision of resources.   | 45 - 65   |
| 7.7 By-law 46/20 being a by-law to govern the proceedings of the Council of the Corporation of the Town of Fort Frances.   | 66 - 94   |
| 7.8 By-law 47/20 being a by-law to approve a client agreement with TBT Engineering Limited for engineering services awarded through the request for proposal process.                      | 95 - 106  |
| <b>8. <u>New Items - None.</u></b>   |           |
| <b>9. <u>Information Correspondence:</u></b>   |           |
| 9.1 Letter dated October 9, 2020 from Loyalist Township re: Funding for Community Groups and Service Clubs affected by Pandemic  | 107 - 108 |
| 9.2 Letter dated October 28, 2020 from City of Belleville re: AODA - website support   | 109 - 110 |
| 9.3 Letter dated November 2, 2020 from D. McCormick, CAO, Rainy River District Social Services Administration Board re: Child Care Concerns  | 111 - 112 |
| 9.4 Letter dated November 3, 2020 from Prince Edward County re: Changes to Municipal Elections Act   | 113 - 114 |
| 9.5 Email from Town of Grimsby re: Ontario Heritage Act - Bill 108   | 115 - 120 |
| <b>10. <u>Minutes:</u></b>   |           |
| 10.1 Administration and Finance Executive Committee dated October 20, 2020.  | 121 - 122 |

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|---|--------------|
| 10.2 Police Services Board dated September 25, 2020.  | 123 -<br>125 |
| 10.3 Planning & Development Executive Committee dated October 19, 2020  | 126 -<br>127 |
| 10.4 Operations & Facilities Executive Committee dated October 21, 2020   | 128 -<br>130 |
| <b>11. <u>Non-agenda Items</u></b>  |              |
| <b>12. <u>In-Camera:</u></b>  |              |
| 12.1 Personal matters about an identifiable individual, including municipal or local board employees: Application for Local Board |              |
| 12.2 Personal matters about an identifiable individual, including municipal or local board employees: Application for Local Board |              |
| 12.3 Personal matters about an identifiable individual, including municipal or local board employees: Citizen of the Year         |              |
| <b>13. <u>Public Session Resumes</u></b>  |              |
| <b>14. <u>ADJOURNMENT</u></b>   |              |
| <b>15. <u>* Previously distributed to Council</u></b>   |              |
| <b>16. <u>** Items can be viewed by contacting the Clerk</u></b>  |              |

**From:** [Reagan Breeze](#)  
**To:** [lslomke@fort-frances.com](mailto:lslomke@fort-frances.com); [Kathy Lawson](#)  
**Subject:** [External] Proclamation and change to municipal By-law  
**Date:** Tuesday, October 27, 2020 3:01:25 PM

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**[EXTERNAL]** Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to [support@fortfrances.ca](mailto:support@fortfrances.ca).

Good afternoon your worship,

You may have heard recently on the positive news that the City of Dryden has proclaimed the months of April and May for 2021. I had approached the council in Dryden, as I am asking to do respectfully with the Committee of the Whole for the Municipality of Fort Frances.

I am asking that Fort Frances proclaims to declare April and May as "Honey Bee Appreciation" months as well. I have started a positive movement that has gained support from thousands for honeybees. This movement is receiving a lot of positive news coverage from all over.

After reviewing the Municipality of Fort Frances By-laws, I am also asking for a review to change the following By-laws 3.03 on vegetation growth during April and May be allowed to grow without enforcement action from By-law Officers and 4.06 Pest Prevention to allow honeybees to be practiced within your Zoning By-law.

The By-law is signed from March 9th, 2009 and as many are aware, our honeybees and pollinators need our support as we need them more as they are vital in our existence. I have attached two support signs that are being displayed in residences yards all over Canada now. I am in hopes to sit and discuss further with you and respected elected officials in making a positive change that is needed.

Keep safe,  
 Reagan Breeze





# **Excuse Me Please**

*I'm Allowing My Weeds To Grow  
So The Bees Will Show*



**From:** Jamie Pryde <[jamie@jamiepryde.com](mailto:jamie@jamiepryde.com)>  
**Sent:** Friday, October 30, 2020 10:18 AM  
**To:** Lisa Slomke <[lslomke@fortfrances.ca](mailto:lslomke@fortfrances.ca)>  
**Cc:** Shelley Wepruk <[reefpoint2000@yahoo.com](mailto:reefpoint2000@yahoo.com)>  
**Subject:** [External] Re: appointment to BIA board

Hi Lisa,

I would like to resign from the BIA effective immediately.

Please let me know if you need a formal letter.

Thank you,

Jamie

**From:** Chris Graham <[cgraham@campaign-office.com](mailto:cgraham@campaign-office.com)>  
**Sent:** Tuesday, November 3, 2020 12:32 PM  
**To:** Dawn Galusha <[dgalusha@fortfrances.ca](mailto:dgalusha@fortfrances.ca)>  
**Subject:** [External] Manitoba / NW Ontario Command of the Royal Canadian Legion 12th Annual "Military Service Recognition Book"

**[EXTERNAL]** Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to [support@fortfrances.ca](mailto:support@fortfrances.ca).

Good Afternoon Dawn,

As per my voicemail November 3.

Thanks for taking a moment for me today.

As mentioned, we wanted to say thanks very kindly for the support over the years with the Military Service Recognition Book, the support is greatly appreciated and goes a long way in supporting Veteran Services and Legion activities in the province, thank you very much.

Here is the information regarding our 12th Annual "**Military Service Recognition Book**". This annual publication recognizes those brave individuals who sacrificed so much for the freedoms that we enjoy today. Thousands of copies will be distributed free of charge to all Legion Branches and advertisers, select schools and libraries, and will be available on-line for anyone to view or print.

We are profoundly indebted to our Veterans. Their extraordinary service and commitment have afforded us the rights and freedoms that are merely a dream to millions of people around the globe.

The Royal Canadian Legion has honoured these deserving citizens with unwavering support. The Military Service Recognition Book is a fitting tribute to our Veterans and will be an invaluable resource to our young people, whose pride and character will be enhanced by learning about the very important role played by our Veterans, the Royal Canadian Legion, and the contributions of its members and supporters.

As discussed, we would like to extend an invitation to **TOWN OF FORT FRANCES** to show its support to our Veterans through a support advertisement. You folks have always done the business card size listing, here is what we have on file:



If you have any questions or concerns please do not hesitate to contact me at my number listed below, or simply by replying to this email.

Thank you again for your consideration.

Sincerely,

**Chris Graham**

Military Service Recognition Book

Project Office

Manitoba / NW Ontario Command of the Royal Canadian Legion

☎ 1-855-559-5056

<http://www.mbnwo.ca/>

Add Copy [mbcl@fenety.com](mailto:mbcl@fenety.com)



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**The Royal Canadian Legion  
Manitoba/NW Ontario Command**

***“Military Service Recognition Book”***

Dear Sir/Madam:

Thank you for your interest in **The Royal Canadian Legion Manitoba/NW Ontario Command** and the local **Veterans**. Please consider this our written request for your support as per our recent telephone conversation.

Our **Command** is very pleased to be printing our **“Military Service Recognition Book”**, which is designed to recognize and honour many of **Manitoba/NW Ontario’s** brave **Veterans** on an individual basis who have served our Country so well in the past three major world conflicts (WW1, WW2 and the Korean War) and recent conflicts such as Afghanistan. This publication will go a long way to help our Legion in our role as the **“Keepers of Remembrance”**.

It will be distributed to school and university libraries, Legion branches, and many other public facilities in Manitoba and NW Ontario.

We would like to have your organization’s support for this milestone project of our **Manitoba/NW Ontario Command Legion**, by purchasing an advertisement space in our **“Military Service Recognition Book”**. Proceeds raised from this important project will allow us to make this unique publication available throughout the Province and will also benefit the many ongoing community activities of our Legion Command including **Scholarships, Youth Sponsored Programs** and, of course, our ongoing tireless support for **Manitoba/NW Ontario’s Veterans** and their dependants.

Please find enclosed a rate sheet for your review. Whatever you are able to contribute to this worthwhile endeavor would be sincerely appreciated. For further information please contact our **Manitoba/NW Ontario Command Military Service Recognition Book Office** toll free at **1-855-559-5056**.

**Thank you for your consideration and/or support.**

Sincerely,

**Jerry Lava  
President  
The Royal Canadian Legion Manitoba/NW Ontario Command**





**The Royal Canadian Legion  
Manitoba/NW Ontario Command  
“Military Service Recognition Book”  
Advertising Prices**

| <b><u>AD SIZE</u></b>                        | <b><u>PRICE</u></b> | <b><u>GST</u></b> | <b><u>TOTAL</u></b> |
|--|---------------------|-------------------|---------------------|
| Full Color Outside Back Cover                | \$1,495.24          | + \$74.76         | = \$1,570.00        |
| Inside Front/Back Cover (Full Colour)        | \$1,295.24          | + \$64.76         | = \$1,360.00        |
| 2 Page Full Colour Spread 15.25x9.735        | \$1,990.48          | + \$99.52         | = \$2,090.00        |
| Full Page (Full Colour) 7x9.625              | \$995.24            | + \$49.76         | = \$1,045.00        |
| Full Page (B&W) 7x9.625                      | \$795.24            | + \$39.76         | = \$835.00          |
| ½ Page (Full Colour) 7x4.735                 | \$595.24            | + \$29.76         | = \$625.00          |
| ½ Page (B&W) 7x4.735                         | \$495.24            | + \$24.76         | = \$520.00          |
| ¼ Page (Full Colour) 3.375x4.735             | \$395.24            | + \$19.76         | = \$415.00          |
| ¼ Page (B&W) 3.375x4.735                     | \$295.24            | + \$14.76         | = \$310.00          |
| 1/10 Page (B/Card Full Colour) 3.375 x 1.735 | \$223.81            | + \$11.19         | = \$235.00          |
| 1/10 Page (B/Card B&W) 3.375 x 1.735         | \$195.24            | + \$9.76          | = \$205.00          |

**G.S.T. Registration # 107933665RT0001**

All typesetting and layout charges are included in the above prices.

A complimentary copy of the Military Service Recognition Book will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation.



**PLEASE MAKE CHEQUE PAYABLE TO:**

**MB/NW Ontario Command  
The Royal Canadian Legion  
(MB RCL)**

P.O.Box 1967 Stn. Main  
Winnipeg, MB R3C 3R2  
Tel (Toll Free): 1-855-559-5056





**TOWN OF FORT FRANCES**

**BY-LAW NO. 21/14 – J**

(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 &<br>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<br>& Flinders Avenue | West-Bound                   | First Street West |
| 328               | Third Street West<br>& Flinders Avenue | West-Bound                   | Third Street West |
| 329               | Third Street West<br>& Flinders Avenue | North-Bound                  | Flinders Avenue   |

READ THREE TIMES and finally passed in open Council this 9th day of November 2020.

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

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

**TOWN OF FORT FRANCES**

**BY-LAW NO. 21/14 – K**

(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<br>(except the Downtown Core). | October 15 <sup>th</sup> | April 15 <sup>th</sup> |

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of November 2020.

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

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

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx/20**

(Being a by-law to approve contracts for supply & delivery of granular materials awarded through the public tender process)

WHEREAS on October 26, 2020, Council approved a report from T. Rob, Manager of Operations & Facilities to award contracts for supply & delivery of certain granular materials to Tom Veert Contracting Ltd., & George Armstrong Co. Limited during the years 2021, 2022 and 2023, Tender No. 20-OF-13;

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

1. That pursuant to the award of contracts under Tender 20-OF-13, the following contracts in the form of schedules attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:
- Tom Veert Contracting Ltd. being Schedule “A”, and
- George Armstrong Co. Limited, being Schedule “B”.

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of November 2020.

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

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

## SCHEDULE 2

### AGREEMENT

THIS AGREEMENT made this 13th day of October, 2020

BETWEEN:

Tom Veert Contracting Limited  
(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances  
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
  - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
  - (b) for the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager, Operations and Facilities (in the Tender Documents the Town Manager, Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
  - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
  - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
  - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
  - (a) delivered personally;
  - (b) sent by prepaid courier service or mail; or

(c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to the Town, as follows:

320 Portage Avenue  
FORT FRANCES, Ontario  
P9A 3P9  
Attention: Administrator

(ii) in case of the Contractor, as follows:

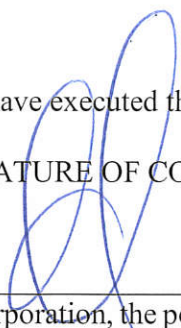
|                       |
|-----------------------|
| Box 417               |
| Fort Frances, Ontario |
| P9A 3M7               |

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

  
 \_\_\_\_\_  
 Witness to signature of Tenderer

  
 \_\_\_\_\_  
 If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

Corinne York

PRINT NAME AND TITLE OF PERSON SIGNING:

Tom Veert President

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

Tom Veert Contracting Limited

Address of Witness:

Box 128

Devlin, Ontario P0W 1C0

Address of Contractor:

Box 417

Fort Frances, Ontario P9A 3M7

Phone Number of Witness:

807-274-6898

Phone Number of Contractor:

807-274-6898

Fax Number: 807-274-6070

Cell Number: 807-275-9600

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

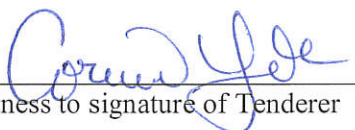
I/we have authority to bind the Town


**SCHEDULE 3****OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

The undersigned Tenderer, Tom Veert Contracting Limited shall  
and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times;  
and
5. the Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

SIGNATURE OF CONTRACTOR:

  
Witness to signature of Tenderer

  
If a corporation, the person signing has authority to bind  
such corporation

Print name of Witness:

Corinne York

PRINT NAME AND TITLE OF PERSON SIGNING:

Tom Veert President

IF A CORPORATION, PRINT PROPER NAME OF  
CORPORATION:

Tom Veert Contracting Limited



Address of Witness:

Box 128

Devlin, Ontario P0W 1C0

Address of Contractor:

Box 417

Fort Frances, Ontario P9A 3M7

Phone Number of Witness:

807-274-6898

Phone Number of Contractor:

807-274-6898

Fax Number: 807-274-6070

Cell Number: 807-275-9600

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

I/we have authority to bind the Town

Date: \_\_\_\_\_, 2020

## SCHEDULE 2

### AGREEMENT

THIS AGREEMENT made this 12<sup>TH</sup> day of October, 2020

BETWEEN:

GEORGE ARMSTRONG & Co. Limited

(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances  
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
  - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
  - (b) for the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager, Operations and Facilities (in the Tender Documents the Town Manager, Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
  - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
  - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
  - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
  - (a) delivered personally;
  - (b) sent by prepaid courier service or mail; or

(c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to the Town, as follows:

320 Portage Avenue  
FORT FRANCES, Ontario  
P9A 3P9  
Attention: Administrator

(ii) in case of the Contractor, as follows:

GEORGE ARMSTRONG CO. LIMITED  
1603 EMC ROAD  
FORT FRANCES, ON  
P9A 2V5

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

Alex Armstrong  
Witness to signature of Tenderer

Shane Armstrong  
If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

Alex Armstrong

PRINT NAME AND TITLE OF PERSON SIGNING:

SHANE ARMSTRONG VICE-PRESIDENT

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

George Armstrong Co. Limited

Address of Witness:

#59 George Armstrong Drive  
Fort Frances

Address of Contractor:

1603 Enc Road  
Fort Frances, ON

Phone Number of Witness:

807-271-3700

Phone Number of Contractor:

807-274-3294

Fax Number: 807-274-8469

Cell Number: 807-275-9901

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

I/we have authority to bind the Town

## SCHEDULE 3

## OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, GEORGE ARMSTRONG CO. LIMITED shall  
and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. the Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

SIGNATURE OF CONTRACTOR:

Alex Armstrong  
Witness to signature of Tenderer

Shane Armstrong ✱  
If a corporation, the person signing has authority to bind  
such corporation

Print name of Witness:

Alex Armstrong

PRINT NAME AND TITLE OF PERSON SIGNING:

SHANE ARMSTRONG VICE-PRESIDENT

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

GEORGE ARMSTRONG CO. LIMITED



Address of Witness:

#59 George Anthony Drive  
Fort Frances, ON.

Address of Contractor:

1603 Eno Road  
Fort Frances, ON P9A 2V5

Phone Number of Witness:

807-271-3700

Phone Number of Contractor:

807-274-3294

Fax Number: 807-274-8469

Cell Number: 807-275-9901

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

I/we have authority to bind the Town

Date: Oct. 12/2020, 2020

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx/20**

(Being a by-law to approve a contract for operations of the municipal landfill awarded through the public tender process - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS on October 26, 2020, Council approved a report from T. Rob, Manager of Operations & Facilities to award the contract for Landfill Site Operations to Tom Veert Contracting Limited. No. 20-OF-15;

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

1. That pursuant to the award of a contract under Tender 20-OF-15, the following contract in the form of the schedule attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

Tom Veert Contracting Limited. (20-OF-15), being Schedule “A” attached hereto.

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of November 2020.

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

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



## SCHEDULE 2

### AGREEMENT

THIS AGREEMENT made this 13th day of October, 2020.

BETWEEN:

Tom Veert Contracting Limited  
(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances  
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
  - (a) to and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
  - (b) for the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager, Operations and Facilities (in the Tender Documents the Town Manager, Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
  - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
  - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
  - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.

8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
- (a) delivered personally;
  - (b) sent by prepaid courier service or mail; or
  - (c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

- (i) in case of notice to the Town, as follows:

320 Portage Avenue  
FORT FRANCES, Ontario  
P9A 3P9  
Attention: Administrator


- (ii) in case of the Contractor, as follows:

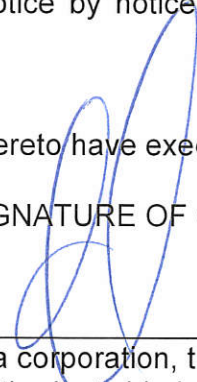
Tom Veert Contracting Limited  
Box 417  
Fort Frances, ON  
P9A 3M7

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

  
\_\_\_\_\_  
Witness to signature of Tenderer

  
\_\_\_\_\_  
If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

Corinne York

PRINT NAME AND TITLE OF PERSON  
SIGNING:

Tom Veert President

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

Tom Veert Contracting Limited

Address of Witness:

Box 128

Devlin, Ontario P0W 1C0

Address of Contractor:

Box 417

Fort Frances, ON P9A 3M7

Phone Number of Witness:

807-274-6898

Phone Number of Contractor:

807-274-6898

Fax Number: 807-274-6070

Cell Number: 807-275-9600

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

I/we have authority to bind the Town

### SCHEDULE 3

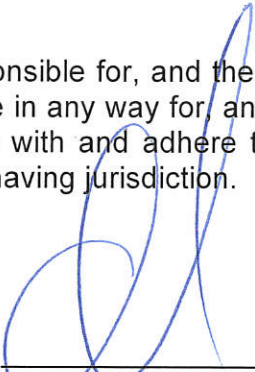
#### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, Tom Veert Contracting Limited  
shall and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. the Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

SIGNATURE OF CONTRACTOR:

  
Witness to signature of Tenderer

  
If a corporation, the person signing has  
Authority to bind such corporation

Print name of Witness:

Corinne York

PRINT NAME AND TITLE OF PERSON  
SIGNING:

Tom Veert President

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

Tom Veert Contracting Limited

Address of Witness:

Box 128

Devlin, Ontario P0W 1C0

Address of Contractor:

Box 417

Fort Frances, ON P9A 3M7

Phone Number of Witness:

807-274-6898

Phone Number of Contractor:

807-274-6898

Fax Number: 807-274-6070

Cell Number: 807-275-9600

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

I/we have authority to bind the Town

Date: \_\_\_\_\_, 2020.

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx/20**

(Being a by-law to approve an agreement with Local Authorities Services Ltd. for purposes of a Natural Gas Procurement Program)

WHEREAS on October 26, 2020, a report from T. Rob, Manager Operation & Facilities Division was approved by Council which authorized entering into a natural gas appointment and retainer agreement Local Authorities Services Ltd. for purposes of a Natural Gas Procurement Program (GASAMO).

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

- 1. That the Appointment and Agreement with Local Authorities Services Ltd. in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of November 2020.

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

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

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-

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

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;

October 1, 2020



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

5. **TERM**

October 1, 2020

- 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:

- (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;

October 1, 2020

- (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**

---

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

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

**Town of Fort Frances**

---

June Caul, Mayor

---

Elizabeth Slomke, Clerk  
  
320 Portage Avenue  
Fort Frances, ON P9A 3P9  
(T) 807-274-5323

## Appendix A

### NOTICE OF APPOINTMENT OF AGENT

THIS NOTICE OF APPOINTMENT OF AGENT is made as of the 9th day of November, 2020.

By: The Corporation of the Town of Fort Frances a municipal corporation, having offices in the District of Rainy River 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.

The Corporation of the Town of Fort Frances

By: \_\_\_\_\_  
Name: June Caul, Mayor  
Address: 320 Portage Avenue  
City/Province/Postal Code: Fort Frances, ON P9A 3P9  
Telephone: 807-274-5323

October 1, 2020

**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      |
| 8,001 to 15,000   | \$0.10      |
| 15,001 or greater | \$0.095     |



**TOWN OF FORT FRANCES**

**BY-LAW NO. xx/20**

(Being a by-law to approve a client-supplier agreement with Fastenal Canada Ltd. for provision of resources)

WHEREAS on October 26, 2020, Council approved a report from the Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee agreeing to enter into an agreement with Fastenal Canada Ltd. To gain access to purchasing program;

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

- 1. That the client-supplier agreement in the form of the schedule ‘A’ attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of November 2020.

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

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E. Slomke, Clerk

## CLIENT-SUPPLIER AGREEMENT

**THIS CLIENT-SUPPLIER AGREEMENT**, made in duplicate, for **General Hand Tools, Maintenance and Safety Products** as outlined in Request for Proposals **OECM#2018-326-01** is effective as of the **9<sup>th</sup> day of November, 2020**

### BETWEEN:

**The Corporation of the Town of Fort Frances**  
(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 Products OECM#2018-326-01** 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#2018-326-01**.

**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:

Norma Turner, Government Sales Specialist  
Office: (519) 842-7488  
Cell: (519) 550-1801  
Email: noturner@fastenal.com

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

Attn: Manager of Operations & Facilities  
 Town of Fort Frances  
 320 Portage Avenue  
 Fort Frances, ON P9A 3P9  
 Phone: 807-274-9893

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

Customer Relationship Manager  
 Email: [customersupport@oecm.ca](mailto:customersupport@oecm.ca)  
 Phone: 1-844-OECM-900 (1-844-632-6900)

**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 **cheque or electronic funds transfer**. 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.

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

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

\_\_\_\_\_  
June Caul, Mayor

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Elizabeth Slomke, Clerk

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

I have authority to bind the Client. By signing this Client-Supplier Agreement, I also consent to receive email communications from OECM, which may include announcements related to changes in products, services 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.

#### **1.6.2 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.

#### **1.6.3 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.

#### **1.6.4 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*.

## **APPENDIX B – RATES**

### **Maximum Rates**

The Resource Rates, as set out in a separate file are firm Rates for the first year of the Master Agreement. There are two (2) types of Rates as shown below:

- Maximum net Rates for core Resources; and,
- Minimum percentage discount off Supplier's Resources list for non-core Resources.

The Supplier may, however, lower its maximum net Rates or increase its minimum percentage discount off Supplier's Resource list price for specific Client Resources without affecting the Rates in the Master Agreement.

The Supplier shall invoice Clients at the lowest Rate if a Resource is offered on multiple OEMC Master Agreements then currently in place with the Supplier.

In extenuating circumstances, OEMC may consider a Rate adjustment substantially effecting the provision of Resources resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. OEMC may use a third party index (e.g. Consumer Price Index ("CPI")) in its Rates review. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OEMC. The Supplier must submit documentation demonstrating the request effects the Resources in this Master Agreement. OEMC will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

### **Coordinating Bulk Purchases**

The Supplier must support coordinated bulk purchases initiated by OEMC and/or Clients for several Clients during the Term of the Master Agreement. If this occurs, OEMC or the Clients may negotiate a lower Rate with the Supplier for bulk purchases. Lead-time for bulk purchases may differ from that set out in section 1.7.1 OEMC or the Client will ensure reasonable lead-times for bulk purchases are requested.

### **Second Stage Selection Process**

The Second Stage Selection Process is managed by the Client or by OEMC on the Client's behalf, and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the Resources a Client may select a Supplier, or seek Rates and other relevant Resource information specific to a Client's organization (e.g. by issuing a non-binding request via a Second Stage tool (e.g. Request for Services ("RFS"), Quick Quote ("QQ"), or Client's process (e.g. directly or via an online e.tendering platform) from the Supplier for their specific Resource requirements. If selected by the Client, the Supplier shall provide the Resources in accordance with the specifications stated in the Master Agreement and in the Client's Client-Supplier Agreement.

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Resource or it may request the Supplier to propose appropriate Resources to fulfill the Client's requirements and any other applicable information. The Client may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with this Master Agreement.

The Supplier must respond to a Second Stage Selection Process request and, at minimum, the response should set out the following:

- Proposed Resources;
- Timelines for Resources; and,
- Final, net Rates (the Rates shall be valid for a period of not less than ninety (90) days). Limited time offer Rates and/or promotional Rates must be specified by the Supplier, if applicable to the specific Second Stage request.

Clients are not obligated to sign a Client-Supplier Agreement to obtain specific Resources Rates. However, a Client-Supplier Agreement must be signed before the provision of any Resource commences.

### Optional Rate Refresh

If requesting a Rate refresh, the Supplier shall provide a one-hundred-and-twenty (120) days written notice to OEMC each year, as per the dates in the table below:

#### (1) July 25<sup>th</sup> Rate Refresh

| Activity  | Deadline             |
|---|----------------------|
| Supplier submits request to OEMC together with supporting documents | March 27 (preceding) |
| OEMC's deadline to send communication to Clients                    | June 25 (preceding)  |
| Effective date of new agreed upon Rates                             | July 25              |

As part of any review OEMC will consider Rate adjustments that reflect changes in operational adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by the Bank of Canada, tariffs, or ordinances. OEMC may use a third party index (e.g. Consumer Price Index ("CPI")) in its Rates review. Any such request from the Supplier must be (supported by the original equipment manufacturer ("OEM") and) accompanied by documentation deemed appropriate by OEMC. OEMC will not consider any fixed costs or overhead adjustments in its review.

A substantial exchange rate fluctuation between the Canadian dollar ("CAD") and the United States dollar ("USD") shall be based on the following:

- A baseline rate will be established by using the applicable six (6) month average USD-to-CAD exchange rate. For example, the six (6) month average for the period July – December 2017 was one-point-two-six-two-zero-three-three-three-three (1.26203333);
- Where the applicable six (6) month average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate, a downward or upward adjustment in Rates may be considered; and,
- The applicable six (6) month average USD-to-CAD exchange rate used shall be as published by the Bank of Canada.

Any such request from a Supplier to increase Rates due to substantial fluctuations in the USD-to-CAD exchange rate, at the times set out above, must be accompanied by sufficient supporting evidence, as determined by OEMC, which demonstrates that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

Volumes and Master Agreement management performance (i.e. Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered by OEMC when contemplating the approval or rejection of a Supplier's Rate refresh request.

If a proposed Rate refresh was agreed upon between OEMC and the Supplier, the new Rates would only be applicable to the Resources ordered after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) days prior notice. If, however, a proposed Rate increase is not accepted by OEMC the Master Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Resources at the lower agreed upon Rates.

If a pricing refresh request is not requested, the Rates and Percentage Discounts from the previous period shall remain in effect until the next pricing refresh opportunity.

Decreases to the maximum Rates and increases to Percentage Discounts shall be accepted at any time during the Term of the Master Agreement.

Based on the above, the Master Agreement will be amended, if needed.

### Optional Core and Non-Core Resource Refresh

During the Term of the Master Agreement, if mutually agreed upon by OEMC and the Supplier, other Resource (e.g. emerging technology/innovation) may be added to the Master Agreement to align with Client needs.

Rates or Percentage Discounts, for newly added Resource, will be negotiated at the time ensuring they align with similar Resource already on the list. All other Core Resources and Non-Core Resources shall remain unchanged, unless adjusted as described in the Optional Rate Refresh. Supplier's Performance Management Scorecard will be

considered by OEMC when contemplating a Resource refresh approval. In the event the Supplier's performance is poor and/or unacceptable, OEMC may not agree to the Supplier's Resources refresh request.

Clients expect stability in their Non-Core Resource and pricing; therefore, OEMC will review Non-Core Resource list and pricing during the Term of the Agreement, as described in the Optional Rate Refresh.

The Supplier may request a Resource refresh, annually beginning on the anniversary of the Master Agreement start date. A Supplier wishing to add other Resource may do so if agreed to by OEMC. The Supplier shall provide a written notice to OEMC at least one hundred and twenty (120) days prior to the anniversary of the agreement start date annually, if requesting a Rate or Percentage Discount refresh.

The first Resource refresh will occur and become effective on the anniversary of the Master Agreement start date with subsequent review occurring annually thereafter. Any Resource refresh request from the Supplier must be accompanied by appropriate documentation, such as detailed calculations, Resource description, original equipment manufacturer, part number, supplier part number, and rationale for the Resource addition.

Master Agreements will be amended accordingly, if necessary.

### **Savings**

OEMC tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes generate various opportunities for savings including direct discounts and indirect savings (e.g. process improvement, lead time reduction, standardization, economies of scale, cost avoidance).

Upon Client's approval to OEMC, the Supplier shall provide OEMC with the Client's historical spend (e.g. baseline information) prior to the effective date of this Master Agreement if applicable to facilitate savings calculations and develop analysis

### **No Minimum Volumes**

The Supplier will not be permitted to charge a minimum volume and/or dollar amount value for orders during the Term of the Master Agreement.

### **Pricing Audit and Management**

The Client, OEMC, or OEMC on behalf of a Client, may request Rate audits on Resources provided during the Term (including all Rates) of the Master Agreement. The Supplier shall provide supporting documents as deemed acceptable by the Client, OEMC, or OEMC on behalf of a Client within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotations and final invoices, as applicable.

**[Refer to Appendix B of the Master Agreement]**

**APPENDIX C - CLIENT'S POLICIES AND GUIDELINES**

[Clients may wish to insert their purchasing policies and guidelines under the Client-Supplier Agreement. For example, the Client's Accessibility for Ontarians with Disabilities policy, environmental policy, diversity policies/practices, travel expense management, etc.].

[End of Client-Supplier Agreement]

**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**

---

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 23.9.

**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<br>1 | IN ORDER<br>WHEN<br>ANOTHER HAS<br>THE FLOOR                                      | MUST BE<br>SECONDED  | DEBATABLE                       | AMENDABLE | VOTE<br>REQUIRED FOR<br>ADOPTION   | CAN BE<br>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                              | 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)

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx~20**

(BEING a by-law to approve a client agreement with TBT Engineering Limited for engineering services awarded through the request for proposal process)

WHEREAS on September 26, 2020, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee to award RFP 20-OF-14 to TBT Engineering Limited for engineering services;

AND WHEREAS it is appropriate for the Town to enter into a formal agreement for said engineering services with TBT Engineering Limited;

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

1. That the agreement in the form of Schedule “A” attached to and forming part of this by-law with TBT Engineering Limited be approved for the Mayor to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of November 2020.

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

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



## CLIENT AGREEMENT

THIS AGREEMENT is entered into between Town of Fort Frances defined by the Signed Project Authorization" hereinafter referred to as "CLIENT", and TBT Engineering Limited (TBT Engineering), hereinafter referred to as "CONSULTANT".

WHEREAS, CLIENT desires CONSULTANT to perform certain technical services on behalf of CLIENT and CONSULTANT desires to perform the same for the compensation and in accordance with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be adhered to as part of the Project Authorization

### THE PARTIES HERETO AGREE AS FOLLOWS:

#### 1. SCOPE OF SERVICES

CONSULTANT shall perform the work outlined in CONSULTANT's proposal or the SCOPE OF SERVICES – agreed to in the Signed Project Authorization or by way of a Signed Client Purchase Order. The proposal is agreed to by CLIENT and incorporated herein by reference. All Services, regardless of commencement date, will be covered by this Agreement. Unless modified in writing and agreed to by both the parties, the duties of CONSULTANT shall not be construed to exceed those Services specifically set forth in the proposal.

#### 2. INVOICES AND PAYMENT TERMS

CONSULTANT's charges for services rendered will be made in accordance with CONSULTANT's current schedule of fees plus all applicable taxes, in effect at the time the work is performed or as defined by the scope of work. CONSULTANT will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify CONSULTANT within ten days of receipt of invoice of any dispute with the invoice. CLIENT and CONSULTANT will promptly resolve any disputed items. Payment of undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due 30 days from the date of the invoice without hold back. CLIENT agrees to pay a finance charge of 2% per annum, on past due accounts. CLIENT agrees to pay legal costs and fees, and all other collection costs incurred by CONSULTANT in pursuit of past due payments.

#### 3. NOTICES

All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing by hand, email, sent by facsimile machine or deposited in the mail or with an express courier addressed to CLIENT or CONSULTANT, as the case may be, at the addresses set forth below, with postage therein fully prepaid.

---

**CLIENT: Town of Fort Frances**  
 320 Portage Avenue  
 Fort Frances, ON  
 P9A 3P9

**CONSULTANT: TBT Engineering Limited**  
 1918 Yonge Street,  
 Thunder Bay, ON  
 P7E 6T9

#### **4. TERMINATION**

If payment remains past due sixty days from the date of the invoice, then CONSULTANT shall have the right to suspend all work under or terminate this agreement, without prejudice.

This Agreement may be terminated for cause by either party upon 30 day's written notice.

This Agreement may be terminated by either party in the event of substantial failure by the other party to perform in accordance with terms thereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.

If this agreement is terminated, CLIENT shall forthwith pay to CONSULTANT fees for all services performed, up to the time of termination, including all expenses and other charges payable that are associated with obligations incurred by CONSULTANT for this project and all reasonable demobilization and other suspension costs.

#### **5. STANDARD OF CARE**

Services performed by CONSULTANT will be conducted in a manner consistent with that current level of care and skill ordinarily exercised by other members of the engineering and science professions practising under similar conditions subject to the time limits and financial and physical constraints applicable to the Services. No warranty, express or implied is made.

The CONSULTANT's field investigation, laboratory testing, and engineering recommendations do not address or evaluate pollution of soil or pollution of groundwater unless environmental evaluation of soil and groundwater are specifically identified in the scope of services.

#### **6. DATA AND INFORMATION**

CLIENT shall provide to CONSULTANT all the reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. CONSULTANT shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by CLIENT or others in performing the Services and CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold

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CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to CONSULTANT by CLIENT.

CONSULTANT shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes.

CONSULTANT will not be responsible for any interpretations and recommendations generated or made by others, which are based, in whole or in part, on CONSULTANT's data, interpretations or recommendations.

#### 7. PROFESSIONAL WORK PRODUCT

CLIENT understands that the professional work product is for one time use only and not intended or represented by CONSULTANT to be suitable for reuse on any extension of a specific project or on any other project, without CONSULTANT's prior written permission. CLIENT agrees that any reuse unauthorized by CONSULTANT will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold CONSULTANT harmless from any loss or liability resulting from the reuse, misuse or negligent use of the professional work product.

All documents, and all electronic media prepared by CONSULTANT are instruments of service for the execution of the work. CONSULTANT retains all property and copyright to these instruments

#### 8. LIMITATION OF LIABILITY

CLIENT shall promptly notify CONSULTANT of any defects or suspected defects arising directly or indirectly from CONSULTANT's negligent acts, errors or omissions. Failure by CLIENT to notify CONSULTANT shall relieve CONSULTANT of any further responsibility and liability for such defects.

CLIENT and CONSULTANT agree that all claims and legal actions arising directly or indirectly from this Terms of Engagement for the Services of the CONSULTANT shall be filed no later than two years from the date of CONSULTANT's substantial completion of the services.

CLIENT agrees that CONSULTANT shall not be responsible for a contractor's failure to perform work in accordance with the relevant contract documents.

CLIENT's failure to accept the professional recommendations and advice of CONSULTANT with respect to the project shall relieve CONSULTANT from any and all liability, whether in contract or in tort to CLIENT for all manner of loss and damage.

CLIENT agrees to limit the liability of CONSULTANT, its employees, officers, directors, agents, consultants and subcontractors to CLIENT, its employees, officers, directors, agents, consultants, subcontractors and successors, whether in contract or tort, which arises directly or indirectly from CONSULTANT's acts, errors or omissions, such that the total aggregate liability of CONSULTANT to all those named shall not exceed the agreed amount or CONSULTANT's total fee for the Services rendered under this Agreement, whichever is greater.

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All representations and obligations including without limitation the obligation of CLIENT to indemnify CONSULTANT shall survive indefinitely the termination of the Agreement.

Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be at consent of the other.

#### 9. CHANGES

CLIENT and CONSULTANT recognize that it may be necessary to modify the scope of Services, the schedule, and/or the cost estimate proposed in this Agreement. The cost of the work and the contract time estimates provided by the CONSULTANT to CLIENT under this agreement are subject to change and are contingent upon factors or which CONSULTANT has no control. Exact costs and time will be determined only when work has been performed.

CONSULTANT shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. CONSULTANT shall prepare a Change Order request outlining the required changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to investigate or consider the Change Order request and advise CONSULTANT in a timely manner in writing on how to proceed. If after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement upon written notice to the CLIENT and the notice period as provided under the termination provisions of the agreement will be deemed to have commenced effective the date of CONSULTANT's change order request.

Where the cost estimate for the scope of Services is "not to exceed" a specific sum, CONSULTANT shall notify CLIENT before such limit is exceeded, and shall not continue to provide Service beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

#### 10. INSURANCE AND INDEMNITY

CONSULTANT maintains and shall continue to maintain during the performance of this Agreement, Workers' Compensation insurance in compliance with statutory limits and Professional and General Liability insurance coverage as detailed in INSURANCE COVERAGE - Schedule C, attached and forming a part of this agreement.

CLIENT shall not require CONSULTANT to sign any document or perform any Service which in the judgement of CONSULTANT would risk the availability or increase the cost of its professional or general liability insurance.

CONSULTANT shall, at all times, indemnify and save harmless CLIENT and its officers, directors, agents and employees from and against all claims, damages,

losses and expenses, to the extent directly attributable to the negligent acts, errors or omissions of CONSULTANT while performing Services under this Agreement.

CLIENT shall, at all times, defend, indemnify and save harmless CONSULTANT and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, inclusive of claims made by third parties, for any claims against CONSULTANT arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors. To the fullest extent permitted by law, such indemnification shall apply regardless of strict liability of CONSULTANT.

#### 11. DISPUTES

It is the intention of the parties that in the event of a dispute, difference, controversy or claim arising out of or relating to the performance of the contract or breach, rectification, termination, frustration or invalidity thereof, (hereinafter referred to as "the dispute"), every endeavour shall be made to resolve the matter on its merits by negotiation. The parties shall attend at least one meeting to discuss the matter at issue, as a condition precedent to commencing any other proceeding in respect of the dispute. If the dispute cannot be resolved by negotiation as aforesaid the parties shall confer in order to ascertain whether they agree that the dispute shall first be subject to the process of conciliation, mediation or such other alternative dispute resolution process as may be appropriate in the circumstances of the dispute and if they so agree, the dispute shall be referred to such process.

In the event that the dispute cannot be resolved in accordance with the procedures set out above within a period of thirty (30) days, or any longer period mutually agreed to by the CLIENT and CONSULTANT, or if at any time either party reasonably considers that the other party is not making reasonable efforts to resolve the dispute, a notice may be issued to the other party requiring that the dispute be referred to arbitration.

Arbitration shall be effected by a single Arbitrator in accordance with and subject to the Arbitration and Mediation Institute, "Rules for the Conduct of Arbitrations". The Conciliator, Mediator or neutral Advisor appointed by the parties, shall not be appointed as Arbitrator nor may that person be called by either party in the arbitration unless both parties agree in writing.

#### 12. RIGHT OF ENTRY

CLIENT will provide for the right of entry for CONSULTANT, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement, unless specifically included in the Scope of Services.

#### 13. SUBSURFACE RISKS

CLIENT recognizes that there are special risks whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with the Standard of Care may fail to detect certain conditions. The environmental, geologic,



geotechnical, geochemical and hydro geologic conditions that CONSULTANT interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter conditions.

In the prosecution of the Services, CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to defend, indemnify and hold CONSULTANT harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures and utilities are not called to CONSULTANT's attention.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, an aquifer, or saturated or unsaturated geological formation or fill horizon. CONSULTANT will adhere to the Standard of Care during the conduct of any subsurface investigation. Because subsurface sampling is a necessary aspect of the work which CONSULTANT may perform on CLIENT's behalf, CLIENT waives any claim against CONSULTANT, and agrees to defend indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by any subsurface investigation except to the extent finally determined to result from CONSULTANT's negligence. CLIENT further agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defence of any such claim, in accordance with CONSULTANT's prevailing fee schedule and expense reimbursement policy.

#### 14. LOCATION OF HAZARDOUS SUBSTANCES

When Hazardous Substances are known, assumed or suspected to exist at a site, CONSULTANT will take those precautions it deems appropriate to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow any procedures that CONSULTANT deems prudent. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CONSULTANT.

CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected Hazardous Materials, on or under the site.

#### 15. DISCOVERY OF HAZARDOUS MATERIALS

CLIENT recognizes that anticipated or unanticipated Hazardous Substances or suspected Hazardous Substances may be discovered on the project site property, whether or not owned by CLIENT, or on any adjacent property to the site. CLIENT recognizes that it is CLIENT's responsibility, and not CONSULTANT's, to inform the Owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold harmless CONSULTANT from any claim or liability for injury or loss of any type arising from the discovery of anticipated or unanticipated Hazardous Substances or suspected Hazardous Substances on CLIENT's property or on property not

owned by CLIENT. CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT including legal costs, in defence of any such claim. Furthermore, CLIENT agrees that discovery of unanticipated Hazardous Substances shall constitute a changed condition for which CONSULTANT shall be fairly compensated. If after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, the schedule and/or the cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement upon written notice to the CLIENT.

#### 16. DELAYS AND FORCE MAJEURE

If site conditions prevent or inhibit performance of Services or if un-revealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Any such delays, and any delays caused by CLIENT and its subcontractors, consultants, agents, officers, directors and employees, shall extend the contract completion date and CONSULTANT shall be paid for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labour and material escalation, and extended overhead costs, based on the FEE SCHEDULE, attributable to such delays. Delays within the scope of this Article shall, at the option of either party, make the Agreement subject to renegotiation or to termination.

CLIENT shall not hold CONSULTANT responsible for damages or delays in performance caused by acts of God, acts and/or omissions of Federal, Provincial and local governmental authorities and regulatory agencies or other events which are beyond the reasonable control of CONSULTANT and which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that CONSULTANT shall use reasonable efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

#### 17. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens will be disposed of 60 days after submission of the report. Upon written request, CONSULTANT will store samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.

All contaminated samples and materials (containing or potentially containing Hazardous Substances) remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal.

All laboratory and field equipment that cannot be readily and adequately be cleansed of its hazardous contaminants shall become the property and

responsibility of the CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at CLIENT's direction and expense.

It is understood and agreed that CONSULTANT is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter or disposer of Hazardous Substances, waste or material found or identified at the site. Client agrees to indemnify and hold CONSULTANT harmless from and against all loss, damage, expense and claims arising out of the disposal of all such samples, materials and equipment.

#### 18. CONTROL OF WORK AND JOB-SITE SAFETY

CONSULTANT shall be responsible only for its activities and that of its employees and subcontractors. CONSULTANT's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or non-performance of Services hereunder. CONSULTANT will not direct, supervise or control the work of other consultants and contractors or their subcontractors. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing material or performing any work on the project.

Insofar as job site safety is concerned, CONSULTANT is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. CONSULTANT shall not advise or issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subcontractors, shall be construed to imply that CONSULTANT controls the operations of others or has any responsibility for job site safety.

#### 19. COMPLIANCE WITH CODES AND STANDARDS

CONSULTANT's professional Services shall be consistent with the Standard of Care and shall incorporate those publicly known federal, provincial and local laws, regulations, codes and standards that are applicable at the time CONSULTANT rendered its services. However, it is understood by the parties that the Services performed by CONSULTANT do not include rendering any legal advice. In any event, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from CONSULTANT's failure to abide by federal, provincial or local laws, regulations, codes and standards that were not in effect or publicly announced at the time when CONSULTANT otherwise would have incorporated their intent into the Services. CLIENT further agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defence of any such claim, for any time spent or expenses incurred by CONSULTANT in defence of any such claim.

#### 20. RESPONSIBILITY TO THE PUBLIC

CLIENT has duty to conform to applicable codes, standards, regulations and ordinances, with regard to public health and safety. CONSULTANT will at all

times endeavour to alert CLIENT to any matter of which CONSULTANT becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which CONSULTANT believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard CONSULTANT's recommendation in these respects, CONSULTANT shall employ its best judgment in deciding whether or not it should notify public officials. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, arising from or allegedly arising from CONSULTANT's notifying or not notifying public officials about conditions existing at the project site. Further, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defence of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy. If CLIENT decides to disregard CONSULTANT's recommendations regarding public health and safety, CONSULTANT shall have the right to immediately terminate this Agreement upon written notice to the CLIENT.

#### 21. CONFIDENTIALITY

CONSULTANT shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to CONSULTANT by CLIENT under this Agreement. CONSULTANT's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to CONSULTANT, obtained from third parties without violating any confidentiality agreement, required to be produced by CONSULTANT pursuant to any law, subpoena or court order, or required by CONSULTANT in the defence of any claim. CONSULTANT may use and publish the CLIENT's name and give a general description of the Services rendered by CONSULTANT for the purpose of informing other clients and potential clients of CONSULTANT's experience and qualifications.

#### 22. INDEPENDENT JUDGMENT OF CLIENT

If the Services include the collection of samples and data relative to CLIENT's contemplated purchase or sale of certain property, then the Services are performed by CONSULTANT with CLIENT's understanding of the Subsurface Risks. Therefore, although CONSULTANT will be responsible for the independent conclusions, interpretations, and interpolations presented to CLIENT, or others, which are the result of this effort, CONSULTANT does not undertake any Services which would result in any recommendation, advice or direction by CONSULTANT as to whether CLIENT should or should not proceed to purchase or sell the site in question, but it is understood that CLIENT intends to utilize the data by CONSULTANT to make its own independent judgment in this respect.

#### 23. CLIENT LITIGATION

If CONSULTANT is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation in support of CLIENT litigation to which CONSULTANT is not an adverse party; CLIENT shall reimburse CONSULTANT for all direct expenses and time in accordance with CONSULTANT's current rate schedule.

#### 24. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights and trade secrets owned by CONSULTANT remain the property of CONSULTANT, and CONSULTANT does not grant CLIENT any right or license to such intellectual property. CONSULTANT shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others, unless CONSULTANT or its agents, employees or subcontractors are licensed or otherwise have the right to use and dispose of such information. CONSULTANT shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of CONSULTANT shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If CONSULTANT performs its Services in a manner consistent with the above, then to the fullest extent permitted by the law, CLIENT shall indemnify, defend and hold harmless the CONSULTANT and its officers, directors, agents and employees against all liability, cost, expense, attorney's fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

## 25. ELECTRONIC MEDIA

CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely solely upon the electronic media version of CONSULTANT's professional work product. Copies of Documents shall be provided to CLIENT upon written request and at CLIENT's expense. CONSULTANT shall retain these Documents for a period of two years following submission of its report, during which period they will be made available to CLIENT at all reasonable times.

CONSULTANT will make a reasonable effort to check electronic media provided to CLIENT for viruses within the limits of CONSULTANT's capabilities. CONSULTANT will replace electronic media supplied by CONSULTANT and found to be contaminated by a virus with virus free media at no additional expense to CLIENT.

CLIENT agrees that it is CLIENT's responsibility to check electronic media used on CLIENT's systems for viruses prior to use and CONSULTANT has no responsibility for damages or consequential damages arising from CLIENT's use of virus contaminated electronic media supplied by CONSULTANT.

## 26. MISCELLANEOUS

CLIENT is used herein shall include and apply to all parties equally, be they individuals, corporations, partnerships, associations, government agencies, or other entities, whether acting alone or collectively as a group where the services of the Agreement are being provided to, or on behalf of, the group.

This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have any effect unless specifically set forth in writing signed by the parties to be bound thereby. Titles in this Agreement are convenience only.

No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

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Any provision to the extent it is found to be unlawful or unenforceable shall be ineffective without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

All questions concerning the validity and operation of this Agreement and the performance of the obligation imposed upon the parties hereunder shall be governed by the laws of Canada, unless the law of another jurisdiction (province) must apply for this Agreement to be enforceable.

In rendering services to CLIENT, CONSULTANT may, at its sole discretion and at any stage, engage sub consultants to CONSULTANT to carry out its duties and responsibilities as set forth.

Project Authorization Signed by CLIENT and CONSULTANT represent an agreement of the above conditions.

For TBT Engineering:

For the Client:

Print Name: FRANCO GORELSZAK Print Name: \_\_\_\_\_

Signature:  Signature: \_\_\_\_\_

Title: VP BUILDING SERVICES Title: \_\_\_\_\_

Date: NOV. 5/20 Date: \_\_\_\_\_

October 9, 2020

The Right Honourable Justin Trudeau  
Prime Minister of Canada  
Email: [justin.trudeau@parl.gc.ca](mailto:justin.trudeau@parl.gc.ca)

The Honourable Doug Ford  
Premier of Ontario  
Email: [premier@ontario.ca](mailto:premier@ontario.ca)

**Re: Funding for community groups and service clubs affected by pandemic**

Please be advised that at the Regular Meeting of Council on September 28, 2020, the Council of Loyalist Township passed the following resolution:

**Resolution No. 2020.35.16**

**Moved by: Deputy Mayor Hegadorn**

**Seconded by: Councillor Porter**

“Whereas, the world health organization characterized covid-19 as a pandemic on March 11, 2020

And whereas, travel restrictions were put in place March 21st, 2020 with emergency orders being established under the quarantine act

And whereas, the province of Ontario entered a state of emergency on March 17, 2020

And whereas Loyalist Township declared a state of emergency on March 26, 2020

And whereas the Kingston, Frontenac, Lennox and Addington Public Health Unit have enacted orders under Section 22 of the Ontario Health Protection and Promotion Act, 1990

And whereas the above noted state of emergencies and orders restricted the ability for charities, community groups and service clubs to raise or acquire funds through conventional methods

And whereas these charities, community groups and service clubs provide vital resources and support critical to community members

And whereas these charities, community groups and service clubs' partner with municipal governments reducing the financial pressures on the government while enhancing the lives of residents

Therefore be it resolved that Loyalist Township council requests confirmation from the governments of Ontario and Canada that funding will be available for these local smaller charities, community groups and service clubs.

AND FURTHER THAT a copy of this resolution be circulated to the Right Honourable Prime Minister of Canada; the Honourable Premier of Ontario; MP Derek Sloan, Hastings - Lennox and Addington ; the Honourable Daryl Kramp, MPP Hasting-Lennox and Addington; the Association of Municipalities Ontario; Rural Ontario Municipalities Association and all Municipalities within the Province of Ontario".

Regards,

A handwritten signature in cursive script that reads "B Teeple".

Brandi Teeple  
Deputy Clerk  
Loyalist Township

cc. MP Derek Sloan- Hastings-Lennox and Addington  
MPP Daryl Kramp- Hastings- Lennox and Addington  
Association of Municipalities Ontario  
Rural Ontario Municipalities Association  
All Ontario Municipalities





## City of Belleville

CORPORATE SERVICES DEPARTMENT  
TELEPHONE 613-968-6481  
FAX 613-967-3206

169 FRONT STREET  
BELLEVILLE, ONTARIO  
K8N 2Y8

October 28, 2020

The Honourable Doug Ford  
Premier's Office, Room 281  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1

Dear Premier Ford:

**RE: Accessibility for Ontarians with Disabilities Act – Web-site Support  
New Business  
10, Belleville City Council Meeting, October 26, 2020**

This is to advise you that at the Council Meeting of October 26, 2020, the following resolution was approved.

“WHEREAS Section 14(4) of O. Reg 191/11 under the Accessibility for Ontarians with Disabilities Act requires designated public sector organizations to conform to WCAG 2.0 Level AA by January 1, 2021; and

WHEREAS the City remains committed to the provision of accessible goods and services; and

WHEREAS the City provides accommodations to meet any stated accessibility need, where possible; and

WHEREAS the declared pandemic, COVID-19, has impacted the finances and other resources of the City; and

WHEREAS the Accessibility for Ontarians with Disabilities Act contemplates the need to consider technical or economic considerations in the implementation of Accessibility Standards;

..12

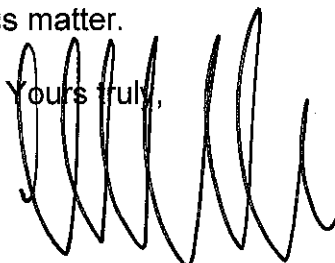
**10. New Business**  
**Belleville City Council Meeting**  
**October 26, 2020**

Page 2

BE IT THEREFORE RESOLVED THAT the Corporation of the City of Belleville requests that the Province of Ontario consider providing funding support and training resources to municipalities to meet these compliance standards; and

THAT this resolution be forwarded to the Premier of the Province of Ontario, Prince Edward-Hastings M.P.P., Todd Smith, Hastings – Lennox & Addington M.P.P., Daryl Kramp, the Association of Municipalities of Ontario and all municipalities within the Province of Ontario.”

Thank you for your attention to this matter.

Yours truly,  


Matt MacDonald  
Director of Corporate Services/City Clerk

MMacD/nh

Pc: AMO

Todd Smith, MPP Prince Edward-Hastings  
Daryl Kramp, MPP Hastings – Lennox & Addington  
Councillor Thompson, City of Belleville  
Ontario Municipalities



## Rainy River District Social Services Administration Board

450 Scott Street  
Fort Frances, ON  
P9A 1H2

Ph: (807) 274-5349  
Fax: (807) 274-0678  
Toll Free: 1-800-265-5349

• Children's Services • Land Ambulance • Ontario Works • Social Housing

By Email only

November 2, 2020

Please be advised that the Rainy River District Social Services Administration Board (RRDSSAB), at its Regular Board Meeting held on September 17, 2020, passed the following Resolution #78/20 in support of the Niagara Region Child Care Motion Minute Item 11.1 CL 15-2020 dated August 13, 2020.

*WHEREAS the Region of Niagara and Niagara's twelve local area municipalities jointly declared a state of emergency on April 3, 2020 to protect the health of our communities;*

*WHEREAS the COVID-19 pandemic has taken a destructive toll on Niagara's economy, resulting in business closures, job losses or a reduction of wages for Niagara residents and families;*

*WHEREAS women have been disproportionately impacted by these economic impacts, or have had to leave the labour market altogether in order to provide child care or home-schooling;*

*WHEREAS the provision of child care benefits employers, is proven to support economic recovery, but also leads to greater workforce participation by women and supports their return to the workforce;*

*WHEREAS the economic recovery of the Niagara Region and Ontario is dependent on families having access to safe, reliable, and affordable child care that incorporates early learning principles; and*

*WHEREAS a 2012 study on the economic value of child care identified that every dollar invested in child care in Ontario has a direct regional economic output of \$2.27.*

**NOW THEREFORE BE IT RESOLVED:**

**1. That the Niagara Region REQUEST that:**

*a. The Government of Ontario prioritize children and child care as part of our overall post-pandemic recovery plan;*

*b. The Government of Ontario develop, adequately fund and release publicly a comprehensive plan that can support families through the provision of licensed child care and early learning education; and*

Ltr of Support- Niagara Child Care Motion  
 November 2, 2020  
 Page 2

*c. The Government of Ontario and the Government of Canada work collaboratively to develop a National Child Care Strategy to make child care an essential part of our public infrastructure that can support and expedite economic recovery; and*

*2. That this motion **BE CIRCULATED** to those upper and single tier municipalities who are designated by the province as municipal service managers for childcare and local area MPPs and MPs.*

**AND FURTHERMORE,**

That this motion be circulated to Rainy River District Municipalities, Child Care Operators in the Rainy River District and local area MPPs and MP.

Sincerely,



Dan McCormick, CAO

Distribution List:

Marcus Powlowski, MP Thunder Bay-Rainy River  
 Greg Rickford, MPP Kenora-Rainy River  
 Clerk, Town of Rainy River  
 Clerk, Township of Morely  
 Clerk, Township of Lake of the Woods  
 Clerk, Town of Fort Frances  
 Clerk, LaValle Township  
 Clerk, Township of Emo  
 Clerk, Township of Dawson  
 Clerk, Township of Chapple  
 Clerk, Town of Atikokan  
 Clerk, Township of Alberton



**From the Office of the Clerk**  
 The Corporation of the County of Prince Edward  
 332 Picton Main Street, Picton, ON K0K 2T0  
 T: 613.476.2148 x 1021 | F: 613.476.5727  
[clerks@pecounty.on.ca](mailto:clerks@pecounty.on.ca) | [www.thecounty.ca](http://www.thecounty.ca)

November 3, 2020

Please be advised that during the Committee of the Whole meeting on October 29, 2020 the following motion was carried;

**RESOLUTION NO. CW-407-2020**

**DATE:** October 29, 2020  
**MOVED BY:** Councillor MacNaughton  
**SECONDED BY:** Councillor St-Jean

**Resolution by Councillor MacNaughton regarding Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020 is proposing changes to the Municipal Elections Act of 1996**

**WHEREAS** municipalities in Ontario are responsible for conducting the fair and democratic elections of local representatives; and

**WHEREAS** Government of Ontario, with Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020 is proposing changes to the Municipal Elections Act of 1996

- to prohibit the use of ranked ballots in future Municipal Elections, and
- extend nomination day from the end of July to the second Friday in September; and

**WHEREAS** each municipal election is governed by the Municipal Elections Act which was amended in 2016 to include the option to allow Municipalities to utilize ranked ballots for their elections and shorter nomination periods; and

**WHEREAS** London, Ontario ran the first ranked ballot election in 2018 and several other municipalities since have approved bylaws to adopt the practice, or are in the process of doing so including our regional neighbours in Kingston via a referendum return of 63%; and

**From the Office of the Clerk**

The Corporation of the County of Prince Edward  
 332 Picton Main Street, Picton, ON K0K 2T0  
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[clerks@pecounty.on.ca](mailto:clerks@pecounty.on.ca) | [www.thecounty.ca](http://www.thecounty.ca)

**WHEREAS** the operation, finance and regulatory compliance of elections is fully undertaken by municipalities themselves; and,

**WHEREAS** local governments are best poised to understand the representational needs and challenges of the body politic they represent, and when looking at alternative voting methods to ensure more people vote safely, it becomes more difficult to implement these alternatives with the proposed shorter period between Nomination day and the October 24, 2022 Election day;

**NOW THEREFORE BE IT RESOLVED THAT** Corporation of the County of Prince Edward Council send a letter to the Ministry of Municipal Affairs and Housing urging that the Government of Ontario continues to respect Ontario municipalities' ability to apply sound representative principles in their execution of elections;

**AND THAT** the Corporation of the County of Prince Edward Council recommends that the Government of Ontario supports the freedom of municipalities to run democratic elections within the existing framework the Act currently offers;

**AND THAT** this resolution be circulated to all Ontario Municipalities, AMO and AMCTO.

**CARRIED**



Catalina Blumenberg, **Clerk**

External] Proposed Regulation under the Ontario Heritage Act – Bill 108

Devanne Kripp [dkripp@grimsby.ca](mailto:dkripp@grimsby.ca)

To

Dear Hon. Doug  
Ford:

At its meeting of October 19, 2020, the Town of Grimsby Committee of the Whole passed the following resolution, which was subsequently approved by Council on November 2, 2020:

Moved by Councillor Bothwell; Seconded by Councillor Freake;

Resolved that the Report PA20-22 dated October 19, 2020, be received; and,

That the report be endorsed and submitted to the Province, along with the following motion, as the Town of Grimsby's comments to the Environmental Registry.

WHEREAS Royal Assent has been granted to Bill 108 entitled 'More Homes, More Choice Act, 2019' on June 6, 2019; and,

WHEREAS Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

WHEREAS the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing, and,

WHEREAS Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

WHEREAS the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

WHEREAS the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,  
WHEREAS the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

WHEREAS the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

WHEREAS the Town of Grimsby remains committed to the preservation and protection of property of cultural heritage value or interest;

NOW THEREFORE BE IT RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

BE IT FURTHER RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP Steven Del Duca Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Sam Oosterholf MPP Niagara West; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the Niagara Region and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

**CARRIED**

*YES: Councillors Bothwell, Dunstall, Freake, Kadwell, Ritchie, Sharpe, Vaine, Vardy and Mayor Jordan*

A copy of the report has been enclosed.

Regards,

**Devanne Kripp, Dipl. M. A.**

Deputy Town Clerk

905 945 9634 ext. 2177

Town of Grimsby | 160 Livingston Avenue, P.O Box 159 | Grimsby ON L3M 4G3 |

[www.grimsby.ca](http://www.grimsby.ca)



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**Subject:** [External] Proposed Regulation under the Ontario Heritage Act – Bill 108

**Date:** Wednesday, November 4, 2020 9:21:07 AM

**Attachments:** [image001.png](#)

[C11\\_PA20-22\\_Proposed Regulation under the Ontario Heritage Act \(Bill 108\).pdf](#)

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Dear Hon. Doug  
Ford:

At its meeting of October 19, 2020, the Town of Grimsby Committee of the Whole passed the following resolution, which was subsequently approved by Council on November 2, 2020:

Moved by Councillor Bothwell; Seconded by Councillor Freake;

Resolved that the Report PA20-22 dated October 19, 2020, be received; and,

That the report be endorsed and submitted to the Province, along with the following motion, as the Town of Grimsby's comments to the Environmental Registry.

WHEREAS Royal Assent has been granted to Bill 108 entitled 'More Homes, More Choice Act, 2019' on June 6, 2019; and,

WHEREAS Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

WHEREAS the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing, and,

WHEREAS Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

WHEREAS the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

WHEREAS the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,

WHEREAS the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

WHEREAS the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

WHEREAS the Town of Grimsby remains committed to the preservation and

protection of property of cultural heritage value or interest;

NOW THEREFORE BE IT RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

BE IT FURTHER RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP Steven Del Duca Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Sam Oosterholf MPP Niagara West; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the Niagara Region and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

**CARRIED**

*YES: Councillors Bothwell, Dunstall, Freake, Kadwell, Ritchie, Sharpe, Vaine, Vardy and Mayor Jordan*

A copy of the report has been enclosed.

Regards,

**Devanne Kripp, Dipl. M. A.**

Deputy Town Clerk

905 945 9634 ext. 2177

Town of Grimsby | 160 Livingston Avenue, P.O Box 159 | Grimsby ON L3M 4G3 |

[www.grimsby.ca](http://www.grimsby.ca)



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TOWN OF FORT FRANCESMINUTESSESSION NO. 14October 20, 2020

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre and virtually to members off-site on October 20, 2020 from 11:59 a.m. to 12:16 p.m. Roll call was completed by Councillor W. Brunetta, Chair to confirm all attendees.

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, J. Forbes, Human Resources Manager, R. Thoms, B93.1 The Border, K. Lawson, Deputy Clerk

1. **Call to Order - 11:59 a.m.**
2. **Disclosure of pecuniary interest and the general nature thereof - no matters identified**
3. **Approval of Previous Committee Minutes**

- 3.1 Administration & Finance Executive Committee Minutes for October 6, 2020

Judson-Hallikas: Approved as presented.

CARRIED

4. **In-Camera- no matters identified**

5. **New Business**

- 5.1 Request for Reconsideration M.O.S. - 821 Huffman Court (Aug 1-Dec 31, 2019 and 2020)

D. Galusha, Treasurer provided an overview of the report. Committee recommended processing the Minutes of Settlement for 2019 and 2020 for the property located at 821 Huffman Court as received.

- 5.2 Signage at entrance to Town (Mayor Caul)

Mayor Caul provided an overview of this matter. She expressed that it would be a sign of good faith to have First Nation and Metis language incorporated into the current signs at both entrances to the Town. A discussion was held respecting this matter. D. Brown, CAO will speak to T. Drysdale, Consultant, RRFDC to determine costs for new signage based on wording to be provided by the First Nation Advisory Committee. This item will be placed on the next Executive Committee agenda.

**6. Information**

The following 6 items were received as information.

- 6.1 Fire Rescue Service - September 2020 Report  
T. Moffitt, Fire Chief/CEMC provided an overview of the report. Received as information.
- 6.2 Current & Historical Complaint Register Summary
- 6.3 2020 Reserve Funds
- 6.4 2020 Statement of Operations - General Fund (actual to September 30, 2020)
- 6.5 2020 Statement of Operations - Water Fund (actual to September 30, 2020)
- 6.6 2020 Statement of Operations - Sewer (actual to September 30, 2020)

**7. Adjourn 12:16 p.m. / Next Meeting Date - November 3, 2020**

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Executive Committee Chair

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D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. 5September 25, 2020

The meeting of Police Services Board of the Town of Fort Frances was held in the Committee Room, Civic Centre and virtually via Skype on September 25, 2020 from 8:30 a.m. to 10:45 a.m.

PRESENT: Councillor J. McTaggart, Chairperson, Mayor J. Caul, L. Hamilton, and G. Rogozinski

ALSO PRESENT: Inspector N. Schmidt, Detachment Commander; Staff Sgt. D. McLean; M. LeBlanc, Administrative Sergeant, OPP, L. Slomke, Clerk, R. Thoms, B93.1 The Border, and K. Lawson, Deputy Clerk/Board Secretary

**1. Call to Order 8:30 a.m.**

**2. Disclosure of pecuniary interest and the general nature thereof - no matters identified**

**3. Approval of Agenda**

3.1 Session No. 5 dated September 25, 2020.

22/20 Hamilton-Rogozinski: THAT the Police Services Board approve the September 25, 2020 agenda as prepared.

CARRIED

**4. Approval of Previous Board Minutes**

4.1 Session No. 4 dated June 26, 2020.

23/20 Hamilton-Caul: THAT the minutes of the Board meeting being Session No. 4 dated June 26, 2020 having been typed and distributed to members now be approved.

CARRIED

**5. Standing items**

5.1 Update on the new OPP Detachment Building.

Inspector Schmidt advised that the keys for the new building will be handed over September 30th with the operational switchover scheduled to take place October 7th. He notes that these were very exciting times for their members. The building is state of the art with modern tools and equipment. He advised that OPP officers and their spouses are invited to participate in a tour of the building on October 4th between 4:00 and 6:00 p.m. He also extended that invitation to Board members to attend at this time and date.

- 5.2 Provincial Appointments to the Fort Frances Police Services Board.  
 - There continues to be no new provincial appointments to this Board.

## 6. New Business

- 6.1 Rainy River District O.P.P. - 2019 Progress Report.  
 This item was continued from last meeting. Inspector Schmidt provided an overview of the report. He spoke about the 2020-2022 Action Plan which the OPP as in the process of developing. A discussion with members respecting the input on the action plan will be furthered at the next meeting.
- 6.2 Inspector N. Schmidt - Power Point Presentation - OPP Response to the recent Opioid Crisis.  
 - Sgt. Matthew LeBlanc was in attendance to provide an overview of a power point presentation surrounding the opioid crisis occurring in Fort Frances and District and the Mobilization Project by the Overdose Focus Group recently formed. Staff Sgt. McLean had identified this concern this summer and approached Sgt. LeBlanc to look at forming a situation table with Community Partners to try and identify solutions to this issue. The message from the Coroner is that this is not just a policing issue, but truly is a public health crisis which outweighs COVID and is not getting the attention it deserves. Sgt. LeBlanc closed by saying that the biggest point is if you see an overdose situation, call 911 immediately. Board expressed appreciation to Staff Sgt. McLean and asked him to also pass along their appreciation to Sgt. LeBlanc for undertaking these efforts.
- 6.3 Detachment Commander's Report. - Reporting on June, July and August 2020. (please find attached)
- 24/20 Hamilton-Rogozinski: THAT the Town of Fort Frances Police Services Board receive the Detachment Commander's report covering the months of June, July and August 2020, as presented by Inspector N. Schmidt, Detachment Commander, Rainy River District O.P.P.

CARRIED

## 7. Information/Correspondence

The following 3 items were received as information.

- 7.1 Correspondence dated June 30, 2020 from OAPSB to Honourable Sylvia Jones, Solicitor General re: OPP Detachment Board Composition.
- 7.2 2020 OAPSB Virtual Annual General Meeting Agenda - Friday, May 29, 2020.
- 7.3 Save the Date - 2021 OAPSB Spring Conference - May 26th to 29th, 2021 - Niagara Falls.



**8. Next Meeting Date - October 30, 2020**

**9. Adjournment**

9.1 The meeting adjourned at 10:45 a.m.

25/20 Hamilton-Rogozinski: THAT this meeting of the Town of Fort Frances Police Services Board be now closed.

CARRIED

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Board Chair

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Board Secretary

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #28

October 19, 2020

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the VIRTUAL MEETING on October 19, 2020 from 8:30 a.m. to 9:04 a.m.

PRESENT: J. McTaggart - Chairperson, W. Brunetta - Councillor, D. Judson - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO/Planner, P. Briere, Committee Secretary, R. Thoms, 93.1 The Border, D. Mihichuk, Guest.

1. **Call to Order - 0830am.**  
Session #28.
2. **Disclosure of pecuniary interest and the general nature thereof**  
None.
3. **Approval of Previous Committee Minutes**
  - 3.1 Approval of Previous Meeting Minutes.  
- Approved as presented.
4. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**  
None.
5. **In-Camera**  
None.
6. **Items Referred from Council**
  - 6.1 Referral of Request Letter from D. Mihichuk - Tenting By-Law and the Homeless.  
- An update of the item was presented by the CBO/Planner for the Committee and Mr. Mihichuk. Mr. Mihichuk was provided an opportunity to speak regarding his letter. A good discussion occurred on this item and the Planning & Development Executive Committee is recommending to accept the letter as presented and review the matter further at a later meeting when the draft by-law is returned to the Committee from the Town's Solicitor.
7. **New Business**
  - 7.1 Woodyard/Gateway Study – FEDNOR Project Completion Extension.  
- An overview of the item by the CBO/Planner was provided to the Committee. After a discussion on the item the Planning & Development Executive Committee is recommending to make an amendment to the report to include the NOHFC item to this as well.
  - 7.2 Draft Traffic By-Law Amendment J.  
- A discussion was had on the item and the Planning & Development Executive Committee. The Planning & Development Executive Committee is recommending to approve the report as presented.
  - 7.3 Draft Traffic By-Law Amendment K - PDEC Report.  
- An overview of the items was provided to the Committee. After a discussion on the item was had the Planning & Development Executive Committee is recommending to approve the report with the addition of the downtown core exemption to be added to the

draft amendment. The item will be reviewed in the spring.

**8. Outstanding Items**

- 8.1 Site Plan Control Discussion/Amendments.
  - No Update, referred to next meeting.

**9. Information**

None.

**10. Non-agenda Items**

None.

**11. Adjourn / Next Meeting Date - 0904am.**

Monday November 2nd, 2020.

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Executive Committee Chair

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Secretary, Planning & Development Executive Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. #016October 21, 2020

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday October 21, 2020 from 8:30 a.m. to 9:23 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, D. Brown, CAO and Craig Miller (8:30 a.m. to 8:45 a.m.)

**1 Call to Order**

1.1 The meeting was called to order at 8:30 a.m.

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

2.1 None

**3 Approval of Previous Committee Minutes**

3.1 Minutes from the previous meeting on October 7, 2020 - the minutes were approved as amended.

**4 New Business**

4.1 Award of Tender 20-OF-15 - Five Year Landfill Operations - the administration report was approved as presented.

4.2 Award of RFP 20-OF-14 - Water and Wastewater Treatment Engineering Services - administration report was approved as revised.

4.3 Sewer Rooting - Requests for Reimbursement - the administration report was approved as presented.

4.4 Award of Tender 20-OF-13 - Three (3) Year Supply and Delivery of Granular Materials - the administration report was approved as presented.

4.5 2021/2022 Connecting Link Program - Scott Street - the administration report was approved as presented.

- 4.6 Opening of the Outdoor Rinks for the 2020 Winter Season - the administration report was approved as presented.
- 4.7 Renewing an agreement with LAS for Natural Gas Procurement - the administration report was approved as presented.
- 4.8 Fastenal Client-Supplier OECM Purchasing Agreement - the administration report was approved as presented.
- 4.9 2021/2022 Connecting Link Program - Kings Highway 11/71 Pit Road 2 to Oakwood Road - the administration report was approved as presented.

## **5 Information**

- 5.1 Fort Frances Wastewater Treatment Facility September 2020 Monthly Report - the Wastewater Treatment Report was received and will be forwarded to Council for information only. No action required.
- 5.2 Aircraft Landings 2020 - as of September 30, 2020 - the Airport statistics were received and will be forwarded to Council for information only. No action required.
- 5.3 Sewer and Water Data for 2020 - updated October 13, 2020 - the Sewer and Water statistics were received and will be forwarded to Council for information only. No action required.
- 5.4 2020 Tonnage at Landfill - updated October 15, 2020 - the Landfill statistics were received and will be forwarded to Council as information only. No action required.

## **6 Adjourn / Next Meeting Date**

- 6.1 The meeting adjourned at 9:23 a.m.  
Next meeting November 4, 2020.

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Executive Committee Chair

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T. Rob, Manager of Operations & Facilities

