

TOWN OF FORT FRANCES

AGENDA - October 25, 2021

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COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre

(Session No. 84) 5:30 PM

Page

1. **Call to Order/Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof.**
3. **General:**
 - 3.1 Integrity Commissioner Inquiry - Recommendation Report dated September 13, 2021 - Code of Conduct Complaint against Councillor Doug Judson. 4 - 31

Mr. Darrell Matson - Delegated Integrity Commission for the Town of Fort Frances to provide an overview of the Report.
4. **Delegations/Deputations:**
 - 4.1 Community Safety and Well Being Plan presented by RRDSSAB. 32 - 50

Council approval of the email received dated from Dan McCormick dated September 20, 2021 re: Community Safety and Well Being Plan will support the Community Safety and Well-Being Plan as presented for the Rainy River District and furthermore that the Town of Fort Frances commits to continuing to work with the other nine district municipalities towards implementation of actionable items as identified within the Plan in order to further improve Community Safety and Well-Being across the Rainy River District.

5. Council Reports on Board & Committee Activity:

- 5.1 Mayor June Caul - Verbal Update
- Councillor Douglas Judson - Verbal Update
- Councillor John McTaggart - Verbal Update
- Councillor Rick Wiedenhoeft - Verbal Update

6. Consent Agenda:

- 6.1 User Fee Bylaw Addition October 2021 for 6.13.7 51
 - Council approval of this report will agree to the recommendation of the Community Services Executive Committee to cover proof of vaccination screening costs at the Townshend Theatre for the 2021/2022 season with Covid funds. If Covid funds are not available then theatre reserves will be used.
- 6.2 Council approval of this report will agree to the recommendation of the Community Services Executive Committee to have a by-law prepared to authorize Mayor and Clerk to execute the agreement on behalf of the corporation for the My Story, My Tattoo - Travelling Exhibit Agreement. 52 - 68
- 6.3 2022 Budget Timetable 69 - 70
 - Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to follow the Budget Timetable as presented, with meeting times at 5:30 p.m.
- 6.4 Consumer Price Index (CPI) Increase for 2022 User Fees 71 - 73
 - Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to use the Ontario CPI of 4.0% for the increase to User Fees for 2022.
- 6.5 Update of the Winter Control Policy 74 - 110
 - approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the Winter Control Policy be approved as amended.
- 6.6 Enter into an agreement with Honeywell Process Solutions 111 - 119
 - approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a Master Field Sense Agreement with Honeywell Process Solutions and further that a by-law be passed to authorize the Mayor and Clerk to execute the agreement on behalf of the organization
- 6.7 2021 Review of the Winter Control Parking Ban 120 - 122

- Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the review of the parking ban be delayed by a year and be revisited prior to the 2022/23 winter control season.

7. Administration and Finance Division:

- | | | |
|-----|---|-------|
| 7.1 | Councillor Wendy Brunetta - NOMA Per Diem | 123 - |
| | - Council approval of this report will agree to the Administration & Finance Executive Committee recommendation to approve Schedule 'F' Travel Statement - Mayor/Council Honorarium per diems in the amount of \$320.00 as submitted by Councillor Wendy Brunetta for her attendance at the NOMA Executive Board Meeting held in Thunder Bay on October 6-7, 2021 | 126 |

8. Operations and Facilities Division:

- | | | |
|-----|-----------------------------------|--|
| 8.1 | Verbal Update on Capital Projects | |
|-----|-----------------------------------|--|

9. Information:

- | | | |
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| 9.1 | Fire Report from AFEC | 127 - 130 |
| 9.2 | Financial Statements - September | 131 - 141 |
| 9.3 | Operations and Facilities Division - Public Works Area Operations Statistics | 142 - 153 |
| 9.4 | Fort Frances Wastewater Treatment Facility September 2021 Monthly | 154 - 161 |
| 9.5 | Complaint Register August & September 2021 | |

10. ADJOURNMENT

**Municipal Code of Conduct Inquiry for the Corporation of the Town of
Fort Frances**

Recommendation Report

DATE

September 13, 2021

Code of Conduct Complaint relating to Sections 1.2 (a), 1.2 (d), 7.1, 7.2 and 7.3 of the
Fort Frances Code of Conduct (Schedule A to By- law 04/19)
against Councillor Judson (Respondent)

Complaint filed by – member of the Public (Requestor)

Inquiry conducted by:
Darrell Matson
Thunder Bay, Ontario

Delegated Integrity Commissioner (IC) as per section of 223.3(3) Delegation - Municipal
Act and Section 3.3 - Integrity Commissioner Inquiry

File 1 - 2021
Amended FINAL

BACKGROUND

In 2016 the Ontario government introduced Bill 68 - Modernizing Ontario's Municipal Legislation Act. Bill 68 contained a number of amendments to the *Municipal Act, 2001*, [S.O. 2001, c. 25 (referred to in this report as the "MA")], the *Municipal Conflict of Interest Act*, (R.S.O. 1990, c. M.50), the *Municipal Elections Act, 1996* (S.O. 1996, c. 32), and various other Acts. These changes imposed new and important obligations on municipalities. The Bill received Royal Assent on May 30th, 2017. It is important to note that the changes to the Acts came into force over a period of time. Some of the changes included:

- Requiring municipalities to establish codes of conduct for members of municipal council and certain local boards, which could include rules that guide the ethical conduct of those members;
- Requiring municipalities to give the public and municipal councillors access to an integrity commissioner, with broadened powers to investigate conflict of interest complaints and provide advice to councillors;
- Providing for a wider range of penalties for contraventions of the *Municipal Conflict of Interest Act*;
- Updating the definition of "meeting" in the MA;
- Requiring municipalities to maintain a register recording all declarations of interest submitted by members of their councils; and
- Setting out how municipalities may allow for electronic participation by council, local board and committee members at meetings that are open to the public. Participants would not be counted towards quorum and members would not be able to participate electronically in meetings that are closed to the public. (Note this was later amended to first allow full participation during the COVID 19 provincial emergency, and again, later, to allow municipalities to choose whether or not to continue to allow full electronic participation.)

The mandated code of conduct for members of council must set out behaviors that members of council are expected to abide by and follow in support of the good governance of the municipality, and more particularly the confidence of the public in their local government.

The Fort Frances Council Code of Conduct, adopted by By-law 04-19 (the "Code") is intended to demonstrate a commitment to the public that Members of Council ("Members") will act with integrity, fairness, consistency, respect and within the law, without prejudice or bias.

MANDATE

As a result of an application filed by a member of the public on December 17, 2020, the Fort Frances Integrity Commissioner (“Fort Frances IC”) was engaged to conduct an inquiry (“Inquiry”) into the alleged contravention of the Code. The following sections were alleged to have been contravened by a Member: Sections 1.2 (a), 1.2 (d), 7.1, 7.2 and 7.3.

On January 5, 2021, I was contacted by the Fort Frances IC in regard to the complaint as he considered it necessary to recuse himself from the Inquiry. The Fort Frances IC requested that the Inquiry be delegated in accordance with the provisions in Section 223.3(3) of the MA, and Section 3.3 of the Fort Frances Integrity Commissioner Inquiry Protocol.

On January 13, 2021 I received notification from the Town of Fort Frances to proceed with the Inquiry.

Prior to commencing the Inquiry, a review of the Integrity Commissioner Request for Inquiry document (Application) was conducted in accordance with Sections 5.2 and 5.4 of the Fort Frances Integrity Commissioner Inquiry Protocol. It was concluded that the document was complete and within the jurisdiction of the Fort Frances IC.

The Inquiry was conducted in accordance with the Fort Frances Integrity Commissioner Inquiry Protocol.

Fort Frances Town Council was advised on February 3, 2021 that an Inquiry was underway.

This Report responds to a complaint and request for Inquiry received against Councillor Judson arising from social media posts relating to the renaming of Colonization Road, an issue that was, at the time, before the Town of Fort Frances Council. It was Councillor Judson who had originally introduced the motion to change the name of the municipal road.

ALLEGATIONS

The Requestor filed an Integrity Commissioner Request for Inquiry (Application) document on December 17, 2020, alleging that the Respondent’s social media posts contravened Sections 1.2 (a), 1.2 (d), 7.1, 7.2 and 7.3 of the Code. The Application states the following:

- that on December 12, 2020 and December 16, 2020 Councillor's Judson's posts on social media platforms Facebook and Twitter amounted to "cyberbullying citizens" and making "discriminatory, insulting statements based on the victims age and ethnic origin"; and
- that the postings were publicly viewable to all Twitter and Facebook users.

Screen captures of the postings were provided as part of the document submissions.

The Identity of the Requester is not disclosed in this Report as the Requestor asked for confidentiality in this regard, and I have previously determined that no public interest purpose would be served by such disclosure.

PURPOSE OF THE INQUIRY

The purpose of this inquiry is to determine if the Respondent, Councillor Judson, violated sections 1.2(a), 1.2(d), 7.1, 7.2 and 7.3 of the Code.

The relevant portions of these sections of Code read as follows:

1.2 Key statements of principle that underline this Code of Conduct are as follows:

- a) Council, and its Members are the leaders of the Municipality both inside and outside its geographic boundaries. Especially in an age of social media and electronic messaging, strong positive management of the reputation of the Municipality is needed. The statements and behavior of Council affect the Municipality's reputation as a place to live and do business. Conflict and inappropriate conduct among Members, staff, officers and members of the public, adversely affects the Municipality's reputation and is to be avoided. Put differently, Council has a strong role to protect and promote the Municipality and its reputation as an excellent place to live, work and do business;
- d) Members are expected to conduct themselves and perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny;

7. Conduct Respecting Others

- 7.1 Every Member has the duty and responsibility to treat members of the public ... appropriately and without abuse, bullying or intimidation...

- 7.2 A Member shall not use indecent, abusive or insulting words, tone or expressions toward any ... member of the public.
- 7.3 A Member shall not speak in a manner that is discriminatory to any individual, based on any protected grounds. Protected grounds include: citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, and gender expression (emphasis added).

The Code does not contain definitions for some of the key words in these sections, particularly “abuse”, “bullying”, “intimidation”, “indecent”, “abusive”, or “discriminatory”. As such, the IC needs to rely on the commonly understood meanings of these terms in the English language. Appendix “A” to this report lists “definitions” of these words as the IC understands them to be commonly used. The definitions were compiled with research in a variety of English language dictionaries, as well as Internet definitions (i.e., Wikipedia).

INVESTIGATION APPROACH

It is important to note at the beginning of this section that the Respondent’s political position and reasons for proposing the renaming of Colonization Road, and their desire to address issues in the community and improve the quality of life for all residents, are not part of this Inquiry. The scope of this Inquiry is limited to the Respondent’s specific social media posts in November and December of 2020.

The investigation was conducted in accordance with Fort Frances Integrity Commissioner Inquiry Protocol (Schedule B to By-law 04-19).

Section 7 of the Inquiry Protocol provides guidance in regard to the conduct of the Inquiry. In conducting this Inquiry, the principles of procedural fairness were applied and include the following elements:

1. Provide the complaint to the Member whose conduct is in question, with a request that a written response to the allegation(s) be provided. The IC may review and discuss with the Respondent any information provided in the response to determine the relevance to the matter. A time period for responding will be specified with the request. A request for an extension to the time period specified will be considered.
2. Provide a copy of the response, and any accompanying documents and materials provided by the Respondent, to the Requestor with a request for a

written reply. The IC may review and discuss any information provided in the response to determine the relevance to the matter. A time period for responding will be specified with the request. A request for an extension to the time period specified will be considered.

3. Review the responses provided by the Respondent and the Requestor and, if necessary, undertake interviews with witnesses to clarify the information received. The IC may also request access to all books, accounts, financial records, electronic data, records, reports files and all other papers, things or property belonging to or used by the municipality that the IC believes to be necessary for an inquiry.
4. Follow up interviews with the Respondent, Requestor or witnesses if required.
5. Once the report of the IC has been drafted, if the findings are in support of the allegations of the Code of Conduct, the Respondent will receive notice of the findings, the basis of the findings, the sanctions/remedial actions and be provided an opportunity to comment.
6. Finalize the report, and advise both the Respondent and the Requestor of the outcome.
7. Submit the report in accordance with Section 10 of the Protocol.

General note: at any time during the Inquiry process, the IC may intervene to determine if there is a resolve to the Requestor's allegations.

PROCEDURAL ISSUES

While conducting the Inquiry some procedural issues were identified by the Respondent that required research and legal advice. The following summarizes the outcome of the IC's findings.

Release of Identify of the Requester (by way of unredacted Application)

As outlined in the **INVESTIGATION APPROACH** section above, the Inquiry Protocol provides guidance in regard to the conduct of the Inquiry but it does not provide an overview of the steps associated with conducting an Inquiry in accordance with the principles of procedural fairness. This is left up to the IC. Prior to starting the Inquiry process, The Respondent and the Requester were provided with an overview of the procedural fairness steps that would be followed by the IC. In this Inquiry, a request was

made by the Respondents lawyer to provide an unredacted copy of the Application which contained the name of the Requester.

Two decisions from the Divisional Court that assist to determine the content of the procedural fairness during an IC inquiry are the *DiBiase v. Vaughan (City)* (2016) and *Dhillon v. The Corporation of the City of Brampton* (2021) The Divisional Court has held that the duty of fairness entails the right of the councillor to know the substance of the case against them, and the right to meaningfully respond to the allegations.

With this standard in mind, the crux of the request by the Respondent is to provide a copy of an unredacted copy of the application (which contains the name of the requester) is whether or not disclosure of the identity of the Requestor is necessary to give the Councillor sufficient particulars to enable them to respond to the allegations.

First, nowhere in the Complaint or the Report is it stated that the Requestor is the person against whom the Respondent's social media posts were directed. The identity of the Requestor is not an essential element of making out a contravention of Section 7.3 of the Code. The identity of a complainant may be relevant where – unlike here – the allegations are that a member of council committed acts against the requester. In order to make a full and fair response to such a complaint, the member would need to understand against whom they are alleged to have acted improperly.

Based upon the information and facts relating to this inquiry, the allegations in the Complaint are not that the Respondent contravened the Code against the person who filed the complaint, nor that there was a particular or immediate “victim” of the Councillor's social media posts. Rather, the social media posts were made against an anonymous contributor to the Fort Frances Times and, more broadly, were made in a manner discriminatory to “white senior citizen”. As such, the identity of the Requestor is not at all germane to the specific allegations in the Complaint.

The Respondent has also submitted that the identity of the Requestor is relevant to advancing the “defense” that the Complaint has been made in bad faith. I disagree with such an assessment and interpretation of the Inquiry Protocol. Section 11 of the Inquiry Protocol provides that where the IC (not a member of Council) determines a complaint has been made in “bad faith,” they are entitled to disclose all relevant information to the Town so that the Town may have proper recourse.

The Inquiry Protocol does not state that such a determination automatically terminates an investigation, although the IC possesses a broad discretion generally as to whether to commence or terminate an investigation. As such, this cannot be said to be a

“defense” to the allegations. Second, the identity of the Requestor is not necessary to assess credibility or relevance of any evidence obtained throughout the inquiry. As is made clear in the Report, the Complaint sets out the basis on which the Councillor’s social media posts are alleged to have contravened the Code; it does not otherwise set out evidence that exists independently of the social media post screenshots submitted in the Complaint, nor does it set out any material facts which are in dispute. The Respondent’s submissions in response to the Complaint concede that they made the social media posts in question. The Requestor’s identity may be relevant in assessing the credibility and reliability of first-person testimony or eye-witness evidence, or for the Councillor to advance contrary evidence. That is not the case here, however, as the evidence relied on by the IC is largely, if not entirely, uncontroverted.

One additional consideration in the circumstances is the procedural expectations on the opposite side of the Inquiry. The Requestor is also entitled to some degree of procedural fairness, although an arguably much lower standard than afforded to the Respondent. At the very least, the Requestor would have a reasonable and legitimate expectation that the IC’s investigation would follow the applicable procedural steps of the Inquiry Protocol and representations as to the procedure. In this instance, although there is no express provision in the Inquiry Protocol, the Requestor’s complaint form indicated that they did not agree to release their identity. While this expectation may not be absolute in all instances, this too should be balanced with the need to make full disclosure.

In summary, it was not necessary to disclose the identity of the Requestor (by way of providing an unredacted copy of the application) in order to permit the Councillor to make a full and fair response to the allegations

Inquiry Delays

Concerns were raised with the length of time it has taken to complete the inquiry. The Councillor asserts that a period of seven (7) months is not a reasonable period of time, and that this is an independent ground to quash the validity of any eventual report of findings.

An inquiry having a length of seven months is neither unprecedented nor at all uncommon in the context of an IC inquiry. The Fort Frances Code of Inquiry Protocol does not establish a timeline for the completion of an Inquiry nor does the MA mandate the IC to complete an inquiry within a specified period of time.

This is an inquiry that much of the “delay” can be attributed to the initial delegation of the authority to deal with the Complaint, several procedural objections by the Councillor, and the detailed and intricate submissions necessitating independent legal advice.

In summary, although the investigation may have taken longer than anticipated, it is the opinion of the IC that the length of time taken to conduct the inquiry does not cause any final report to be invalid on the basis of delay or create any prejudice to the Respondent.

FREEDOM OF EXPRESSION, POLITICAL COMMENTARY, AND THE ROLE OF THE IC

Freedom of expression (also known as “freedom of speech”) is an important component of democratic societies. In Canada, it is guaranteed by the Canadian Charter of Rights and Freedoms, which is embedded in the Constitution Act. This is a set of laws containing the basic rules about how our country operates. For example, it outlines the powers of the federal, and provincial and territorial governments in Canada.

The Constitution is the supreme law of Canada; all other laws must be consistent with the rules set out in it. If they are not, they can be challenged as not being lawful or valid. Since the Charter is part of the Constitution, it is the most important law we have in Canada.

However, the rights and freedoms in the Charter are not absolute. They can be limited to protect other rights or important national values. For example, freedom of expression may be limited by prohibitions against hate propaganda or child pornography. Section 1 of the Charter says that Charter rights can be limited by law so long as those limits can be shown to be reasonable in a free and democratic society.

Likewise, the ability for politicians to comment on matters that their assemblies are considering is an important component of democratic societies.

In Investigation Report No. BIC-33-1112:17, Mr. Randy Pepper, the delegate of Integrity Commissioner Cameron (Brampton), citing case law, expanded on this principle. He stated:

Freedom of expression is a fundamental right in Canada so the Code must be interpreted in a manner consistent with this fundamental right. Based on the law set out below, I cannot find that the Code should be interpreted to appoint the Integrity Commissioner as a speech referee in the political arena.

As the Supreme Court of Canada noted in *Committee for the Commonwealth of Canada v. Canada*, [1991] 1 SCR 139:

Freedom of expression, like freedom of religion, serves to anchor the very essence of our democratic political and societal structure. As expressed by Jackson J., in *West Virginia State Board of Education v. Barnette*, 319 U.S. 624 (1943), at p. 642, “[i]f there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion or force citizens to confess by word or act their faith therein”.

...

Hence the justification for the widest freedom of political speech stems not only from some abstract search for truth, but also from the tangible goal of preserving democracy.

This quotation comes from paragraph 84 of the decision in *Miles v. Fortini*, a 2018 Integrity Commissioner report from Brampton, Ontario (2018 ONMIC 22 (CanLii)). In that case, the IC (Mr. Giorno) had been engaged to review complaints about social media posts by a member of Brampton’s Council. In addition to quoting the case above, the IC provides the following relevant commentary:

“Expressions of opinion are not statements that an integrity commissioner can determine to be true or false. They are the Councillor’s opinions. That is all.” (Paragraph 46)

“Expressions of opinion lie outside an integrity commissioner’s purview” (paragraph 49)

“Political commentary must comply with the Code, but otherwise, an integrity commissioner has no jurisdiction over it”. (Paragraph 83; emphasis added)

The IC must take special care where their decisions engage the rights and freedoms protected by the Charter. The Charter value must be appropriately balanced with the statutory objectives in order to be reasonable. All municipal by-laws, resolutions and enactments are presumed to be valid unless judicially quashed, and the IC must take the legislation as written. The IC is required to interpret the Code according to Charter values.

In the analysis of this Inquiry, the purpose of the Code, the ordinary meaning of the words as contained in Appendix A, and the proportionate balancing of free expression with professional conduct was the foundation to which conclusions were drawn in determining if a violation of 7.1, 7.2 and 7.3 occurred.

What needs to be considered in this case is whether the Respondent's own comments (not comments replicated from newspaper publications or others' social media posts) "crossed the line" between political commentary and/or opinion and violation of the Code of Conduct

BACKGROUND FACTS AND CONTEXT

The Respondent was elected to the Town of Fort Frances Council in 2018.

The Respondent is a lawyer with a practise in the Town of Fort Frances.

The Respondent was represented throughout this Inquiry by legal counsel. All communications with the Respondent were conducted through his legal representative with the Respondent being copied on all correspondence.

In November of 2020, the Respondent requested that a resolution be added to the council agenda for the renaming of Colonization Road, in the Town of Fort Frances.

The Resolution prepared by the Respondent was included in the November 23, 2020 agenda, was seconded and introduced to Town Council for debate.

The Respondent's motivation to rename Colonization Road was based upon concerns from Fort Frances constituents, and efforts in other municipalities (i.e., Kenora, Dryden and elsewhere) to remove the name "colonization" from local roads, together with the Respondent's own belief that the use of the term "colonization" was an inappropriate and insulting memorial that celebrated the intergenerational harms caused by the former Indian residential school that operated just outside of Fort Frances.

Prior to introducing the motion, the Respondent had researched the issues and the relevant law, including communicating with the Ontario Human Rights Commission ("OHRC") and reviewing the findings of the Truth and Reconciliation Commission of Canada ("TRC").

The Respondent produced a media release with background information on the public process to rename Colonization Road. The media release specifically referred to the guidance of the OHRC and the TRC and the process before Town Council that would, if adopted, create an ad-hoc committee of council to design and implement a process to solicit public suggestions for a new name that is consistent with the themes of reconciliation.

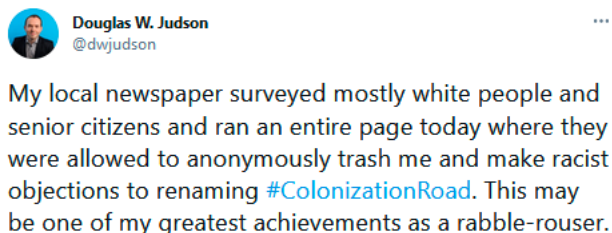
In November of 2020, the resolution initiated by the Respondent was referred to the Planning and Development Executive Committee (a committee of the Fort Frances Council).

In November and December of 2020, the local newspaper in Fort Frances published numerous articles and letters to the editor on the renaming of Colonization Road, including the publication of a “Word on the Street” section that published comments about and/or reaction to the Colonization Road name change debate. The local newspaper also solicited feedback from the Colonization Road residents by distributing flyers to the residents on Colonization Road. Communication received in response and/or unsolicited communication, were printed and published in the paper, sometimes without including the names of the authors.

Some of the published letters to the editor questioned the motive of the Respondent, criticized them, and/or were inflammatory in nature.

In November and December, the Respondent published comments and photographs on social media (Facebook and Twitter) which quoted some of the comments that the newspaper had previously published.

On November 25, 2020 Councillor tweeted the following on his twitter account:



On December 12, 2020 Councillor Judson posted the following to his Facebook account:

**Douglas Judson**

I am thinking of launching an online store for Councillor Judson fan merch, the proceeds of which would support local queer, trans, and Indigenous youth and inclusion initiatives. What do you think of these product concepts? ☕

Mobile Uploads · 12 Dec at 16:56 · 🌐

[View full size](#) · [More options](#)

On December 16, 2020 Councillor Judson posted the following to his twitter account:



On December 16, 2020 Councillor Judson also posted the following to his twitter account:



It is important to note that the commentary as reproduced on each coffee mug was replicated from the letters to the editor published by the Fort Frances Times. Councillor Judson's personal comments are in the social media texts, but (with two exceptions) not on the photographed coffee mugs.

The mugs were a fictional product concept and were never manufactured.

“The Colonization Tea Shoppe” was also a fictional concept and is not a place of business in Fort Frances or elsewhere.

The December 12, 2020 FB post depicts pictures of 4 mugs with replicated wording from letters to the editor published by the Fort Frances Times. All of the comments are critical of Councillor Judson. Councillor Judson, in his social media comments, refers to the individuals named or otherwise as his “fans” (which they clearly are not) and contemplates launching an online store for “Councillor Judson Fan merch”. Councillor Judson also requests feedback on the product concepts. No such online store has, to date, been established.

One of the mugs depicted in the December 12, 2020 Facebook post (top right corner) has the comments attributed to a “White Senior Citizen”, when in fact, the letter to the editor that was published in the November 25th, 2020 edition of the Fort Frances Times was attributed to a “Flinders Place Resident”. Flinders Place administration has confirmed that “Flinders Place” is a multi-residential apartment complex located on Colonization Road and occupancy is limited to senior citizens.

A second mug depicted in the December 12, 2020 Facebook post (bottom left corner) has the comments attributed to the “Fort Frances Times”, when in fact, the letter to the editor that was published in the December 9th, 2020 edition of the Fort Frances Times was attributed to a “Couchiching resident”.

In February of 2021, Town Council approved the Street Naming and Renaming Policy as prepared and recommended by the Planning & Development Executive Committee.

PRELIMINARY FINDING

I concur with the submissions of the Respondent’s legal counsel that Section 1.2 of the Code is not a basis for a complaint.

As submitted, “while section 1.2 expresses an overarching policy statement and can perhaps be used as an interpretive aid, it does not impose a separate duty upon a Member. It is not an independently “justiciable” provision”.

Accordingly, the Inquiry was conducted on the basis of allegations relating to Sections 7.1, 7.2 and 7.3 of the Code.

The mug depicted in the December 12, 2020 Facebook post (bottom right mug) is not part of this Inquiry as after an internet search, the quotation and the author could not be verified or confirmed.

ESSENCE OF THE RESPONDENT'S OWN COMMENTS

Distilled from their copying of published comments, the following are Councillor Judson's own words, as published on social media:

November 25, 2020:

My local newspaper surveyed mostly white people and senior citizens and ran an entire page today where they were allowed to anonymously trash me and make racist objections to renaming #Colonization Road. This may be one of my greatest achievements as a rabble-rouser.

December 12, 2020:

I am thinking of launching an on-line store for Councillor Judson fan merch, the proceeds of which would support local queer, trans, and Indigenous youth and inclusion initiatives. What do you think of these product concepts?

There follows four pictures of coffee mugs, three of them sporting a quotation from one of the letters published in the paper.

One of the quotations on one of the depicted coffee mugs (top right mug) is attributed to "White Senior Citizen" rather than "Flinders Place Resident", as had been published by the newspaper.

Another quotation on one of the depicted coffee mugs (bottom left) is attributed to the Fort Frances Times rather than "Couchiching resident", as had been published by the newspaper.

December 16, 2020 (1):

Letters to the editor got me all like. (Followed by a photograph of the Respondent drinking from one of the coffee mugs pictured on December 12; not the one with the quotation attributed to "White Senior Citizen".)

December 16, 2020 (2):

The Colonization Tea Shoppe is expanding every day. We call this one "the Debbie". Snuggle up with your very own steaming hot cup of white tears on a cold winter day. Caution it's very fragile. (Followed by a photograph depicting a mug with a social media comment attributed to "Debbie Plumridge Armstrong".)

ANALYSIS OF THE RESPONDENT'S WORDS IN LIGHT OF THE CODE

Each of the four posts is the subject of the Requestor's complaint. Each must be analyzed in light of the constitutional recognition of freedom of expression, and the common law recognition of freedoms related to political commentary, balanced against the requirements set out in the Code.

Any conclusion(s) by the IC, articulated through a final report, must be justifiable and defensible in light of the legal and factual constraints of the inquiry.

The Supreme Court of Canada has provided clear direction to administrative decision-makers that they should interpret legislative enactments in the same manner as the courts. In other words, administrative decision-makers must interpret the text of the provision in light of its relevant context and purpose. The Code, as a delegated legislative instrument (not merely a policy), should be interpreted in accordance with the modern approach to statutory interpretation which in the publication, *The construction of Statutes, 2nd edition* by Elmer A Driedger states the following;

Today there is only one principle or approach, namely, the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament.

The words associated with Section 7 of the Code – Conduct Respecting Others, are not defined by the Code. As such, the meaning of the word's "abuse", "bullying", "intimidation", "indecent", "abusive", "insulting" and "discriminatory" should be an exercise in statutory interpretation. Where words are not defined, they can be interpreted in accordance with their grammatical and ordinary meaning and in the context in which they are used.

The purpose of the Code, as expressed in Section 1 on "Principles", and the intent of the "Accountability and Transparency" portion of the Municipal Act, 2001 is to set out expectations and standards for respectful conduct of municipal politicians, with a view to upholding trust and accountability in municipal government. Any interpretation of the provisions of the Code must take this into account.

The definitions in Appendix "A" to this Report are crucial in the following analyses.

Councillor Judson's post on November 25, 2020

In my considered opinion, nothing in this social media post contains “abuse”, “bullying” or “intimidation” as prohibited by Section 7.1 of the Code. Neither is it “indecent”, “abusive” or “insulting” as prohibited by Section 7.2 of the Code. Finally, it is not “discriminatory” to any individual as prohibited by Section 7.3 of the Code. This post represents political commentary and opinion. As such, it is outside the jurisdiction of the IC to comment upon it.

Councillor Judson’s post on December 12, 2020

Again, in my considered opinion, Councillor Judson’s commentary in this social media post is not commentary that contains “abuse”, “bullying” or “intimidation” as prohibited by Section 7.1 of the Code. Neither is it “indecent”, “abusive” or “insulting” as prohibited by Section 7.2 of the Code. Finally, *for the most part*, it is not “discriminatory” to any individual as prohibited by Section 7.3 of the Code. The essence of the commentary in this post represents political commentary and opinion.

That having been said, there is concern with changing the purported author of a statement published in the newspaper from “Flinders Place Resident” to “White Senior Citizen”.

The provision of the section 7.3 of the Code obligates a member of Council not to speak in a manner that is discriminatory to any individual, based on any protected grounds, Protected grounds include: citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, and gender expression.

In general, Councillors will engage with the public using a variety of media. In the context of the code, “speak” should be interpreted as including social media. Limiting or regulating one form of communications (i.e., “verbal”) while ignoring the multitude of others would be inconsistent with the intent of the Code and the legislation.

The word “discriminatory” is not defined in the Code. As previously mentioned, giving section 7.3 meaning is an exercise in statutory interpretation. Where the words are not defined, they can be interpreted in accordance with their grammatical and ordinary meaning and in the context in which they are used.

The purpose of the Code as expressed in Section 1 on “Principles”, and the intent of the “Accountability and Transparency” portion of the Municipal Act, 2001 is to set out expectations and standards for respectful conduct of municipal politicians, with a view to upholding trust and accountability in municipal government. With this in mind, the interpretation of the provisions of the Code must take this into account.

The definition of the term “discriminatory” - making or showing unfair prejudice between different categories of person was used in this analysis. This definition applies context to the purpose of the Code and operationalizes Section 7.3.

What needs to be considered in this case is whether the Respondent’s changing the purported author of a statement published in the newspaper from “Flinders Place Resident” to “White Senior Citizen” crossed the line between political commentary and/or opinion and violation of the Code of Conduct.

When a person signs his or her name to a letter which is submitted for publication in a newspaper, he or she cannot complain when the information is reproduced. Once published, it is a matter of public record.

In reproducing the comments, care must be taken not to take things out of context or to mis-state either the content of the comments or the source of the comments. Of particular note to members of Council, care must be taken not to “speak in a manner that is discriminatory to any individual based on protected grounds”, in order to comply with Section 7.3 of the Code.

In this instance the Respondent changed the purported author of a statement published in the newspaper from “Flinders Place Resident” to “White Senior Citizen” and crossed the line, between political commentary and the rules in the Code.

Although the origin of the statement remained anonymous (“Flinders Place Resident”), that person is still an “individual”, as set out in Section 7.3 of the Code, and deserving of appropriate respect and the right not to be spoken to in a manner that is discriminatory.

Discrimination against “Race”, “colour”, “ancestry” and “age” are all protected grounds, and the unsupported attribution of the quotation to a “white senior citizen” is discrimination on each of these 4 areas. Accordingly, it is a violation of Section 7.3 of the Code.

Regardless of Councillor Judson’s intentions, this can be construed as insulting, disrespectful and disparaging to the member of the public whose comments were printed on one of the concept mugs. Changing the source of the quotation to a “White Senior Citizen”, when in fact, the letter to the editor was attributed to a “Flinders Place Resident” is unacceptable. Understood in the context of the Respondents string of social media posts on the subject, it amounts to an attempt to assert that the demographic opposed to the renaming of Colonization Road are white senior citizens, with no factual context. This social media post also implies that all white senior citizens are opposed to efforts at reconciliation. The fact that Councillor Judson attempts to associate an opposing view with one ethnicity (race and colour) as well as a segment of population described by age, amounts to discrimination towards this particular demographic, and, as such, contravenes Section 7.3 of the Code.

As stated by IC Giorno in Campbell v. Schummer (2020 ONMIC 8 CanLii):

this particular situation offers an opportunity for all Council Members to reflect on the possible impacts, including unintended impacts, of what they post on social media and say about other individuals. Language may be hurtful or insensitive without rising to a level that contravenes the Code.

Our “day and age” involves social media as a part of the fabric of society. That does not detract from Members’ obligations to adhere to the Codes of Conduct adopted by their councils. Elected officials need to “rise above” the criticisms they are exposed to, however unearned or unrealistic, and give “sober second thought” to anything posted on line.

Also in this post, Councillor Judson changed the purported author of a statement published in the newspaper from “Couchiching resident” to “Fort Frances Times”. In this case, the author of the comments is anonymous. The “Couchiching resident” was not an individual identified by name. Councillor Judson to avoid the appearance of besmirching an entire First Nation attributed the comments to the paper in which they were published and not an “individual” as set out in 7.3 of the Code.

Councillor Judson’s First post on December 16, 2020:

Once again, in my considered opinion, nothing in this social media post contains “abuse”, “bullying” or “intimidation” as prohibited by Section 7.1 of the Code. Neither is it “indecent”, “abusive” or “insulting” as prohibited by Section 7.2 of the Code. Finally, it is not “discriminatory” to any individual as prohibited by Section 7.3 of the Code. This post represents political commentary and opinion. Reproduction of published comments, including the published source of the comments, is not a violation of the Code.

Councillor Judson’s Second post on December 16, 2020:

This post is, for the most part, a re-publication of a published (on social media) statement by a member of the public. When someone “broadcasts” on social media something controversial, and ascribes his or her name to it, he or she cannot complain (nor can someone else complain on his/her behalf) when it is re-produced, provided it is not reproduced in a manner out of context or otherwise falsely depicted.

Councillor Judson’s characterization of the coffee mug with Ms. Plumridge Armstrong’s quotation on it as “the Debbie” cannot, in the circumstances, be considered “abuse”, “bullying”, or “intimidation”. Nor is it representative of “indecent”, “abusive” or “insulting” words by Councillor Judson – if those words meet any of those adjectives, they are attributable to the words of the original speaker – not the words of Councillor Judson in reproducing them. While some might interpret the characterization of the mug as “the

Debbie” as being insulting to the original speaker, the fact that Ms. Plumridge Armstrong allowed her name to be published with her words gives an implicit permission to political opinion and commentary about those words, attributable to her. Characterization of the mug as “the Debbie” is, in the circumstances, political commentary.

The phrase used by Councillor Judson in referring to the quotation on the depicted mug as suitable for consuming “a steaming cup of white tears” – is another matter for consideration.

Legal counsel for Councillor Judson submitted that:

...this term is not discriminatory. Rather, it refers to individuals who enjoy white privilege exhibiting disproportionate outrage in response to and perceived loss affront to their privilege. On its face, Councillor Judson’s comment does not discriminate. It does not impugn “white people” as an ethnicity or deny them a benefit. The comment accurately calls attention to the fact that those opposing the renaming of the road were not the victims of this historically discriminatory policy, and in fact are the beneficiaries of privilege.

According to npr.org, “white tears” is a phrase that has been used to “gently tease white people who get upset at things they think threaten their white privilege. It’s been used to poke fun at white people who think that talking about race makes you a racist”.

Using the term “white tears” is controversial, to say the least.

That having been said – are those words “abusive”, “bullying”, “intimidating”, “indecent”, “insulting” or “discriminatory”? These are the things that the Code prohibits. Or are they “political commentary or opinion” which is allowed by our democratic principles and our Charter of Rights and Freedoms?

It is my considered opinion that Councillor Judson’s use of the term “white tears”, while it may be considered by some to be offensive, in the context of this very politically charged debate on the potential re-naming of “Colonization Road” equates to the use of “hyperbole”. Hyperbole is an exaggeration of statements or claims that are not meant to be taken literally.

As Councillor Judson’s legal counsel pointed out, “Councillor Judson’s purpose was to redress historical discrimination. This often requires calling attention to historical privilege. The “white tears” comment cannot reasonably be interpreted as denigrating or pejorative. It merely calls attention to the fact that certain people are blind to their own privilege and do not appear concerned with the harm that a name like “Colonization” has on the Indigenous population.”

While I do not condone the use of counsel's terminology "certain people" as attributing intention to any one or more members of the community, the reality of the historical discriminatory treatment (by a generalized "Canadian society as a whole") of the indigenous population is well documented (vis a vis the TRC report) and is accepted.

In all of the context and circumstances, I cannot conclude that the "white tears" comment violated Sections 7.1, 7.2 or 7.3 of the Code.

DECISION

The Proportionate Balancing of Free Expression with Professional Conduct is also considered in the conclusions associated with this Inquiry.

While it is possible to argue that the interpretation of the Code through the Report constitutes an infringement of free expression, there is a compelling justification for the relatively minor infringement in maintaining accountability and ethical behavior of municipal politicians.

In reviewing a disciplinary decision of the law society, the Supreme Court took note of the importance of professional discipline in maintaining civility, while also acknowledging the role of lawyers in keeping the judicial system accountable. The court went on to note that the proper respect for expressive activity may involve professional disciplinary bodies tolerating some level of criticism of the judiciary, although this did not provide an unlimited right to free expression. Furthermore, the court noted that disciplinary bodies must demonstrate they have given due regard to the importance of the expressive rights, in light of the individual's right to free expression and the public's interest in open discussion and debate. The court ultimately held that the law society's exercise of discretion was reasonable in the circumstances. The infringement on the lawyer's freedom of expression was reasonable, and reflected a proportionate balancing of the law society's statutory mandate to ensure that lawyers' conduct was marked with objectivity, moderation and dignity and the lawyer's conflicting right to express himself.

Similarly, just as lawyers are constrained by professional regulation and standards of ethical conduct, so too are locally-elected representatives.

Municipal politicians are expected to act ethically and with integrity, and in accordance with the purpose of the Code, as expressed in Section 1 on "Principles", and the intent of the "Accountability and Transparency" portion of the Municipal Act, 2001 is to set out expectations and standards for respectful conduct of municipal politicians, with a view to upholding trust and accountability in municipal government.

Based upon the analysis as documented in this report, the only social media post that this report “censures” is the re-attribution of a quote to a “white senior citizen”. All other aspects of the Councillor’s political commentary were not found to contravene the Code. The extent of the restriction of speech is therefore minimal, considering there is a multitude of ways to express the same core political message without making discriminatory remarks.

Members of municipal councils need to understand that they are elected officials, with both the privileges and the responsibilities that the position requires. This includes strict adherence to adopted codes of conduct in their respective communities.

Social media, as a form of communicating with the public, is very powerful. It can reach many people in a short time frame – but it can also be mis-construed. Posts to social media need to be carefully considered to avoid actual or perceived violations of codes of conduct.

As an Integrity Commissioner, it is not my role to limit or muzzle political speech. It has been my experience working for a municipality that lively debate with members of Council and interaction with the public greatly assists in the decision-making process.

With one exception, I have found that the Requestor’s complaints against Councillor Judson are unsubstantiated. The sole exception involves the Councillor’s re-attribution of a public statement by a “Flinders Place Resident” to a “White Senior Citizen”.

RECOMMENDATIONS

As outlined in section 5.7 of the Integrity Commissioner Inquiry Protocol, Council may impose one of the following penalties on a Member if the IC reports that the Member has contravened the Code:

1. A reprimand;
2. Suspension of remuneration paid to the member for up to 90 days;
3. Removal from a membership of a Committee of Local Board;
4. Removal as chair of a Committee of Local board;
5. Requirement repayment of reimbursement of moneys received;
6. Return of Property or reimbursement of its value;
7. Request for apology to council, the Requestor or other relevant party;

8. Revocation of travel or other budget;
9. Request for resignation;
10. Trespass Order restricting access except for Council meetings.

Councillor Judson is a relatively newly elected official (2018), and this is the first complaint received (to the author's knowledge) in regard to their conduct relating to the Code. For the most part, his conduct has not contravened the Code. The one exception is his re-attribution of a comment from "a Flinders Place Resident" to a "White Senior Citizen".

Accordingly, in regard to Councillor Judson it is recommended that the following be considered by Council:

- That this report be received for information purposes;
- That Councillor Judson publicly acknowledge his lapse of judgement in re-attributing the comment of a "Flinders Place Resident" to a "White Senior Citizen" and issue a public apology;
- That this report be made available to the public.

An IC may not impose any sanctions, rather the IC makes recommendations to the Council as to whether or not the Council should impose sanctions.

The recommendations above are not "fixed" by the IC. If Town Council so desires, it can impose its own sanctions, within the legal framework.

Should Fort Frances Town Council put forward a resolution that is in support of a suspension of remuneration (in lieu of or in addition to the suggested apology), the Respondent is statutorily permitted to make submissions and to attempt to influence Town Councils' decision, however they are not permitted to vote and are required to declare a conflict of interest in accordance with 5(1)(a) of Municipal Conflict of Interest Act (MCIA).

Subsection 223.6(2) of the *Municipal Act* states that I may disclose in this report such matters as in my opinion are necessary for the purposes of the report. Disclosure of all the content of this report is, in my opinion, necessary.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Darrell Matson". The signature is written in a cursive, flowing style.

Darrell Matson-Delegated Integrity Commission for the Corporation of the Town of Fort Frances

APPENDIX “A” – “Definitions” Relied upon in the Report

“Abuse” – Used as a noun, this word means the cruel and violent treatment of a person. Examples of abuse are cited using some of the other terms defined in this appendix, including “intimidation”. Other examples include: coercion, ridiculing, harassment, and treating an adult like a child. (Section 7.1 of the Code)

“Abusive” – Used as an adjective, this word means extremely offensive and insulting. (Section 7.2 of the Code)

“Bullying” – Used as a noun, this word means the use of force, coercion, hurtful teasing or threat to abuse, aggressively dominate or intimidate. It involves an imbalance of social or physical power, and typically has the following three characteristics:

- a) A hostile intent (to hurt physically, emotionally or mentally);
- b) An imbalance of power; and
- c) Repetition over a period of time.

(Section 7.1 of the Code)

It is noted that, while the Code did not define “bullying”, it is defined in the Town’s “Workplace Harassment” policy. This policy does not apply, however, the definition of “bullying” represents the Township’s statement in this regard, outside of the generally understood “definition” above. The definition in the policy is:

Bullying includes unwelcome behaviours such as malicious actions and/or omissions toward one or more individuals, which a reasonable person would perceive as unwelcome. These can negatively impact our emotional wellbeing and may cause an individual to feel hurt, embarrassed, incompetent, disrespected, and/or devalued. This can lead to damaging consequences for the victim, the observers, our clients, and the organization. Unwelcome behaviours may include subtle and/or overt acts of hostility or aggression and may include instances of both omission and/or commission. This may include:

- Gossiping or spreading rumours
- Talking down to others
- Verbally berating others
- Using a harsh tone of voice
- Acting in a way that seems “out to get” others
- Blaming others for things out of their control
- Making or implying threats regarding one’s job security
- Excessive shouting
- Repeated emotional outbursts
- Using overt or subtle intimidation tactics

- Using degrading remarks or tone of voice
- Criticizing or talking down to others in front of a group
- Using condescending and/or demeaning body language
- Social exclusion or ostracism
- Ignoring others or giving “silent treatment”
- Intentionally excluding others from conversations and/or work activities
- Differential treatment (treating some less favorably than others)
- Undermining another’s work by assigning impossible deadlines or workloads
- Excessive monitoring of work or unnecessary micromanagement
- Withholding pertinent work-related information
- Undermining the work of a co-worker or subordinate in an undue manner
- Not providing sufficient information to discharge one’s duties effectively.

“Discriminatory” – Used as an adjective, this word means making or showing unfair prejudice between different categories of persons. (Section 7.3 of the Code)

“Indecent” – Used as an adjective, this word means not conforming with generally accepted standards of behaviour or propriety. (Section 7.2 of the Code)

“Intimidation” – Used as a noun, this word means the action of intimidating someone or the state of being intimidated. “Intimidating someone” means to make that person timid or fearful, especially with the view to making them do what the intimidator wants them to do. (Section 7.1 of the Code)

“Insulting” – Used as an adjective, this word means disrespectful or scornfully abusive. (Section 7.2 of the Code)

Community Safety and Well-Being Plan for the Rainy River District



Prepared By: Rainy River District Social Services Administration Board Staff

Jamie Petrin, Community Engagement Coordinator (Homelessness)

Sandra Weir, Integrated Services Manager (Housing and Homelessness)

Reviewed By: Dan McCormick, CAO

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A) Preamble:

The Rainy River District has a population of 20,110 (2016) with a land mass of 15,473 km². The average population density in the district is 1.4 persons per km². The district includes ten municipalities, nine First Nations as well as a vast area of unincorporated land or Townships Without Municipal Organization (TWOMO).

District policing is provided by the Ontario Provincial Police and the Treaty #3 Police Service.

This Community Safety and Wellbeing plan has been endorsed by resolution of the ten municipalities within the Rainy River District including:

- Town of Rainy River
- Township of Dawson
- Township of Lake of the Woods
- Township of Morley
- Township of Chapleau
- Town of Emo
- Township of LaVallee
- Township of Albion
- Town of Fort Frances
- Town of Atikokan



B) Executive Summary

The Rainy River District Community Safety and Well-Being Plan is a composite plan to address root causes of crime and social disorder across the ten municipalities comprising the Rainy River District.

The plan was created with the use of public surveys and the support of an Advisory Committee of district stakeholders. Unfortunately, face to face consultations were not possible due to COVID-19 restrictions. Three priority areas were identified that affect all municipalities including Mental Health, Addictions/Substance Abuse and Housing & Homelessness issues. Once these priority areas were identified, three planning groups were created 1) Mental Health, 2) Addictions/Substance Abuse and 3) Housing & Homelessness.

For each of these priority areas, **Table 4 – L) Plans to Address Priority Risks** (pages 12-17) provides an overview of the vulnerable groups, risk factors, protective factors, activities, immediate outcomes, intermediate outcomes and long-term outcomes as determined by the three planning groups.

The creation of this plan is only a first step. The district stakeholders, community partners, advisory committee and planning and implementation committees must make a concerted effort continue to work together to address the identified issues with the setting of strategic goals, timelines for implementation and the creation of a monitoring and reporting structure. Only by working together across the district will we see improvements to the health and wellbeing of our communities and our residents.

C) Background:

Community Safety and Well-Being Plans have been legislated under the Police Services Act to be completed and adopted by every Municipality in Ontario effective July 1, 2021 in order to address the root causes of crime and social disorder. The ten municipalities that are located within the Rainy River District have opted to complete a regional plan pertinent to all municipalities as opposed to standalone plans in order to maximize efficiency. The ten municipalities this plan encompasses includes: Alberton, Atikokan, Chapple, Dawson, Emo, Fort Frances, Lake of the Woods, LaVallee, Morley and Rainy River. The Rainy River District Social Services Administration Board (RRDSSAB), which has a representative from each of the ten municipalities, was requested to complete a regional plan on behalf of the ten municipalities comprising the Rainy River District. This request was supported by a resolution of the RRDSSAB. The members recognized the similarities of issues/concerns in their municipalities, the lack of resources to complete the plan in-house and the ability to create a comprehensive district wide plan at a reduced cost and lesser impact on staff.

The goal of community safety and well-being planning is reaching “the ideal state of a sustainable community where everyone is safe, has a sense of belonging, opportunities to participate, and where individuals and families are able to meet their needs for

education, health care, food, housing, income, and social and cultural expression.” (Ministry of Community Safety and Correctional Services, 2018, p. 59).

It is more than just crime prevention – it is about addressing the risks that lead individuals to crime and taking a hard look at the social issues and inequalities that create risk in the first place.

-(Ministry of Community Safety and Correctional Services, 2018, p. 12).

Undertaking in this type of planning involves working with a wide range of organizations and sectors to create and implement strategies that are evidence-based to address locally-derived priority areas where community safety and well-being could be improved.

Recognizing that society is unable to arrest their way out of complex social issues, municipalities have been tasked with the requirement of completing these plans. In order “to address the root causes of crime, victimization and complex social issues, we also need to focus on social development, prevention and risk intervention using an integrated approach.” (Ministry of Community Safety and Correctional Services, 2018, p. 2). The success of a community safety and well-being plan hinges on the involvement of multiple sectors working together to create sustainable solutions. As such, the Rainy River District Social Services Administration Board has put together an advisory committee including senior representatives across sectors including: Housing, Justice, Education, Mental Health, Social Services, Health, Youth and Municipalities.

The main requirements of a CSWB plan are:

- a) Establishing an advisory committee inclusive of, but not limited to: representation from the local police service board, the LHIN or health/mental health services, educational services, community/social services, community/ social services to youth and custodial services to youth.
- b) Conducting consultations with the advisory committee, members of the public including youth, members of racialized groups and First Nations, Metis and Inuit communities, as well as community organizations that represent these groups.
- c) Identifying local priority risk factors based on community consultations and multiple sources of data.
- d) Including evidence-based programs and strategies to address those priority risk factors.
- e) Measurable outcomes with associated performance measures to ensure that the strategies are effective and outcomes are being achieved.

- Table 1. Police Services Act, 2018

D) Advisory Committee Membership:

| | |
|--|---|
| Atikokan Family Health Team | Rainy River District Social Services Administration Board |
| Atikokan General Hospital | Rainy River District Victim Services Program |
| Canadian Mental Health Association | Riverside Community Counselling |
| Fort Frances Tribal Area Health Services | Riverside Health Care Facilities |
| Kenora Rainy River Districts Child and Family Services | Seven Generations Education Institute |
| Metis Nation of Ontario | The Northwest Catholic District School Board |
| Northwestern Health Unit | Town of Fort Frances |
| Ontario Provincial Police | Town of Rainy River |
| Rainy River District School Board | United Native Friendship Centre |

Table 2

Coordinators:

Jamie Petrin, Community Engagement Coordinator (Homelessness)
Sandra Weir, Integrated Services Manager (Housing and Homelessness)

E) Municipal Community Risk Assessments

Municipal Fire Departments have been legislated by the Ontario Fire Marshal and Emergency Services to complete Community Risk Assessments. Municipalities may also refer to these documents when considering community safety, although the purpose of the Community Safety and Well-Being plan focuses primarily on social issues.

F) Reconciliation Considerations

Where possible, activities selected were made with the Truth and Reconciliation Commission's recommendations in mind. Systemic discrimination and racism, while not explicitly identified as a priority risk area for purposes of this plan, are considered priorities built into the activities that the plan covers.

G) Provincial framework:

Community Safety and Well-Being Planning "requires less dependence on reactionary, incident-driven responses and re-focusing efforts and investments towards the long-term benefits of social development, prevention and in the short term, mitigating acutely elevated risk." (Ministry of Community Safety and Correctional Services, 2018, p. 4)

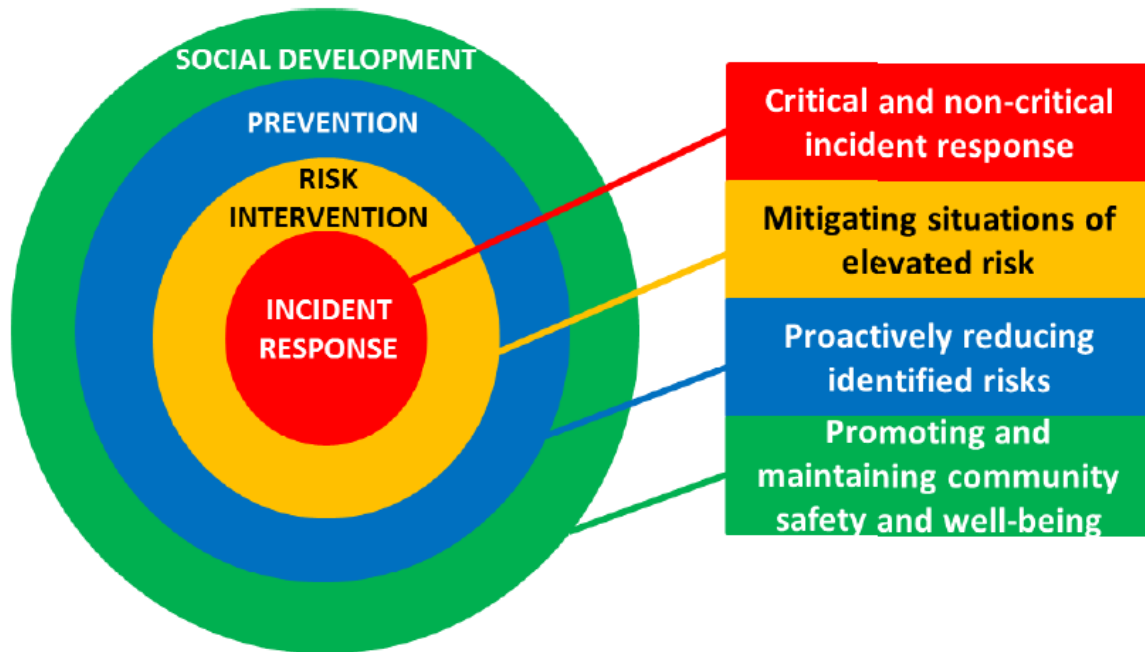


Table 3

H) Community Background:

According to Census data obtained from the 2016 Census, the Rainy River district has seen a population decline overall of -1.3% from the 2011 Census. It is also an aging community, with the largest subset of population sitting in the age 40-59 range. Half of all communities had the largest subset of population in the 60+ age range.

The most cited countries of birth for non-Canadian born residents district-wide were the United States and the United Kingdom. Only 1% of the population in the district identifies as a visible minority. 27% of all households identify as having aboriginal ancestry.

13.7% of households fell into the low-income category and the median income among individuals is \$33,928. The participation rate in the labour force of 59.7% is below the provincial average of 64.7%. The unemployment rate of 9.1% is above the provincial average of 7.4%.

In terms of education, 29% of all households listed secondary school as their highest level of education achieved, with an additional 47% having listed post-secondary as their highest level of education achieved. Approximately 24% of the population was identified as having no educational certificate. This figure is above the provincial average of 17.5%.

Of 8430 households in the Rainy River district, over 75% are owned. An additional 20.9% are rented and just under 4% are neither rented nor owned (i.e. Band housing).

I) Community Engagement:

Two surveys were launched in order to engage with the community and assist in identifying priority risk areas to focus on. A public survey took place February 16-March 16, 2021 that was available in print, large-font print and on the web. It was advertised on Facebook, in the Fort Frances Times, the Atikokan Progress and on 93.1 The Border, as well as on the Facebook pages of partners. As well, community partners were encouraged to share it within their professional networks.

To target vulnerable populations, service providers were asked to offer surveys to clients and patients, and surveys were encouraged at the Out of the Cold warming center.

A youth-specific survey took place March 22-April 5, 2021 that was available online and in print available at all elementary and secondary schools within the Rainy River District, as well as with Kenora-Rainy River District Child and Family Services' Mental Health Team. The general survey was completed by 837 individuals and the youth survey was completed by 62 individuals.

J) Priority Risks:

The Advisory Committee identified the following risks through local data sets collected and community consultations:

1. Mental Health

- According to the Northwestern Health Unit's Child and Youth Mental Health Outcomes report, "the mortality rate from suicide in the 15-24 age group in the Northwestern Health Unit area was eight times as high as the provincial rate." The report also noted, "The population aged 10-24 in the Northwestern Health Unit area has higher rates of hospitalization from mental and behavioural disorders compared to the province." (Lunny & Jibb, 2017, p.3).
- Mental health is one of the leading causes of contact for the Mobile Crisis Response Team and is within the top three community safety and well-being risk categories for the Fort Frances Situation Table.
- Mental Health was listed as top cited priority in both the general community consultation survey as well as the youth survey.
- This risk factor has also been deemed as a top priority with the newly established Rainy River District Ontario Health Team (RRDOHT).

2. Addictions/Substance Abuse

- According to the Northwestern Health Unit's Child and Youth Mental Health Outcomes report, "hospitalization from mental and behavioural disorders caused

by substance misuse...was twice as high as the provincial rate.” (Lunny & Jibb, 2017, p.3).

- Police reported an overall increase in drug-related charges including possession and trafficking between 2018-2020.
- Substance abuse issues is listed as the top community safety and well-being risk category at the Fort Frances Situation Table and is the top reason for contact with the Mobile Crisis Response Team.
- Similarly to Mental Health, this issue has been deemed a priority by the Rainy River District Ontario Health Team (RRDOHT).

3. Housing/Homelessness:

- The 2018 Homeless Enumeration of the Rainy River district identified 111 individuals in Fort Frances and Atikokan to be on the homelessness spectrum. (Petrin, 2018, p.2)
- According to the Northwestern Health Unit, the number of private dwellings needing major repairs are more than double the provincial figure. Additionally, “statistics indicate that about 1 in 6 households in the catchment area are spending a third or more of their income on shelter costs. A high shelter-cost-to-income ratio indicates that people have less money to spend on other needs such as food, utilities, transportation and other necessities.” (2016, p.3)

K) Implementation Teams:

a) Mental Health Implementation Planning Group

- Purpose: To address mental health struggles of individuals as it relates to community safety and well-being in the Rainy River district.
- Membership: This group is comprised of members of the advisory committee and additional representatives of organizations with a mandate to or service provision of mental health services. Specifically, membership consists of:
 - Rainy River District Social Services Administration Board
 - Atikokan Community Counselling
 - Canadian Mental Health Association
 - Riverside Community Counselling
 - Ontario Provincial Police
 - Kenora-Rainy River Districts Child and Family Services
 - Atikokan Family Health Team

- The Northwest Catholic District School Board
- Fort Frances Tribal Area Health Services
- Atikokan Native Friendship Centre
- Weechi-it-te-win Family Services

b) Addictions and Substance Abuse Implementation Planning Group

- Purpose: To address addictions and substance abuse struggles of individuals as it relates to community safety and well-being in the Rainy River district.
- Membership: This group is comprised of members of the advisory committee and additional representatives of organizations with a mandate to or service provision of substance abuse and addictions programming. Specifically, membership consists of:
 - Rainy River District Social Services Administration Board
 - Canadian Mental Health Association
 - Riverside Community Counselling
 - Ontario Provincial Police
 - Kenora-Rainy River Districts Child and Family Services
 - Atikokan Family Health Team
 - Fort Frances Tribal Area Health Services
 - Atikokan Native Friendship Centre
 - Atikokan Community Counselling
 - Weechi-it-te-win Family Services
 - Mino Ayaa Ta Win Healing Center

c) Housing and Homelessness Implementation Planning Group

- Purpose: To address housing and homelessness as it relates to community safety and well-being in the Rainy River district.
- Membership: This group is comprised of members of the advisory committee and additional representatives of organizations with a mandate to or service provision of housing and homelessness programming. Specifically, membership consists of:
 - Rainy River District Social Services Administration Board
 - Northwest Community Legal Clinic

- Town of Rainy River
- Town of Fort Frances
- Rainy River District Women's Shelter of Hope
- Nelson House Supportive Housing
- Canadian Mental Health Association
- United Native Friendship Centre
- Atikokan Native Friendship Centre
- Riverside Health Care Facilities
- Rainy River District Victim Services Program

L) Plans to Address Priority Risks:

| Priority Risk #1: Mental Health | |
|--|---|
| VULNERABLE GROUPS: | <ul style="list-style-type: none"> • Individuals experiencing homelessness • Individuals struggling with mental health issues • Youth • Adults • Individuals struggling with addictions • Indigenous women |
| RISK FACTORS: | <ul style="list-style-type: none"> • Mental Health- persons with diagnosed mental health problem • Mental Health- persons with suspected mental health problem • Self-Harm- persons have engaged in self-harm • Self-Harm- persons have threatened self-harm • Suicide- persons are current suicide risk |
| PROTECTIVE FACTORS: | <ul style="list-style-type: none"> • Access to/availability of cultural education • Caring school environment • Access to/availability of resources, professional services and social supports |
| ACTIVITIES: | <ul style="list-style-type: none"> • Advocate for safe and affordable housing stock builds (social development) • Establish mental health and addictions steering group that focuses on the lifespan to reduce the disconnect between child, youth, adult and geriatric services. Any oversight group should include lived-experience and report information up to the Ontario Health Team Group (social development) • Community education of indigenous healing/ practices (social development) • Cultural capacity-building for community and service providers (social development) • Implement and share community baseline data to move toward measurement-based care (social development) • Combine mental health and addictions oversight to provide holistic care (social development) • Advocate for funds for safe space for youth (social development) |

| | |
|-----------------------------------|---|
| <p>ACTIVITIES CONTINUED</p> | <ul style="list-style-type: none"> • Development of Memorandums of Understanding between community partners to support mental health collaboration (social development) • Develop an inventory of services that all providers are aware of and provides clear understanding of what each other does (prevention) • Implement “no door is the wrong door” through every service sector (prevention) • Provision of service provider engagement sessions (using such avenues as Interagency) (prevention) • Support an awareness campaign for mental health with wide reach (prevention) • Attendance of such community events as health fairs (prevention) • Post-pandemic face-to-face access for individuals throughout lifespan who require services or supports and choose face-to-face (risk intervention and incident response) • Educate care providers in trauma-informed care across the lifespan and multi-sectoral participation and engagement (risk intervention) • Support interdisciplinary and multi-sectoral program teams (e.g. mobile outreach teams including such partners as nurse, nurse practitioner, case manager, peer support to meet people where they are at) (incident response) • Educate partners on what regional specialized programs exist, their methods and criteria. (incident response) • Develop protocols that will enable families transportation to return home (e.g. child leaving community for specialized treatment) (incident response) |
| <p>IMMEDIATE OUTCOMES:</p> | <ul style="list-style-type: none"> • Service users connected to appropriate service |
| <p>INTERMEDIATE OUTCOMES:</p> | <ul style="list-style-type: none"> • Youth having a safe space to go to • Reduced stigma of mental health issues • Mental health sufferers connected and engaged in community |
| <p>LONG-TERM OUTCOMES:</p> | <ul style="list-style-type: none"> • Engaged and educated public • Engaged and educated service providers/ community partners • Improved community safety and well-being due to improved regional responses to mental health issues |

| Priority Risk #2: Addictions and Substance Abuse | |
|---|---|
| VULNERABLE GROUPS: | <ul style="list-style-type: none"> • Individuals struggling with substance abuse issues • Individuals struggling with mental health issues • Youth • Youth age 16-18 transitioning out of foster care • Adults • Individuals experiencing homelessness |
| RISK FACTORS: | <ul style="list-style-type: none"> • Basic Needs- Persons unable to meet own basic needs • Antisocial/Negative Behaviour-persons exhibiting antisocial/ negative behaviours (non-criminal) • Poverty- Persons living in less than adequate financial situation • Physical Health- General Health Issues • Alcohol Abuse- Alcohol abuse by persons • Drugs- Drug abuse by persons • Housing- Persons not having access to appropriate housing |
| PROTECTIVE FACTORS: | <ul style="list-style-type: none"> • Access to/ availability of cultural education • Caring school environment • Access to/ availability of resources, professional services and social supports |
| ACTIVITIES: | <ul style="list-style-type: none"> • Advocate for regional partnerships (e.g. detox) (social development) • Advocate for expanded detox bed availability (social development) • Creation of a mental health and addictions steering committee (social development) • Engage youth to find healthy recreational opportunities for youth other than sports (social development) • Explore a youth hub in all communities (social development) • Advocate for land-based activities and cultural engagement activities (social development) • Advocate for more housing stock including housing with supports such as transitional housing (social development) |

| | |
|-----------------------------------|---|
| <p>ACTIVITIES CONTINUED:</p> | <ul style="list-style-type: none"> • Educating partners to provide culturally-informed service (social development, prevention) • Engage a facilitator who specializes in addictions and community development (social development) • Advocate for safe injection sites (prevention, risk intervention and incident response) • Conduct community awareness campaign around substance abuse (prevention) • Advocate for expanded peer support programs (e.g. Northwestern Health Unit's program) (prevention) • Provision of baseline education for all service providers around substance abuse (prevention) • Support appropriate partners to encourage safer access to supplies (incident response) |
| <p>IMMEDIATE OUTCOMES:</p> | <ul style="list-style-type: none"> • Fewer opioid overdoses |
| <p>INTERMEDIATE OUTCOMES:</p> | <ul style="list-style-type: none"> • Detox services more readily available • Youth feeling supported • Housing available for people living with substance abuse issues |
| <p>LONG-TERM OUTCOMES:</p> | <ul style="list-style-type: none"> • Engaged and educated community/public • Educated service providers • Improved community safety and well-being due to improved regional responses to substance abuse |

| Priority Risk #3: Housing and Homelessness | |
|---|--|
| VULNERABLE GROUPS: | <ul style="list-style-type: none"> • Individuals experiencing homelessness • Individuals struggling with mental health issues • Individuals struggling with addictions • Youth age 16-18 transitioning out of foster care • Individuals becoming institutionalized due to lack of existing supports (ALC patients) |
| RISK FACTORS: | <ul style="list-style-type: none"> • Housing- persons not having access to appropriate housing • Poverty- persons living in less than adequate financial situations • Basic needs- persons unable to meet own basic needs |
| PROTECTIVE FACTORS: | <ul style="list-style-type: none"> • Availability of ongoing financial supplement |
| ACTIVITIES: | <ul style="list-style-type: none"> • Conduct a community education initiative around homelessness (social development, prevention) • Conduct outreach to form community partnerships (social development) • Establish safe, affordable housing with supports on-site (e.g. supportive/ transitional housing) for adults and youth (social development) • Support of stabilization program (social development, prevention) • Completed housing service map (prevention, risk intervention, incident response) • Partnership with schools and social service agencies to provide education to youth (prevention) • Educate landlords on housing youth (prevention) • Tenant education campaign (prevention, risk intervention) • Conduct homeless enumeration (incident response) • Establish by-name list (incident response) • Establish Housing First program (incident response) |
| IMMEDIATE OUTCOMES: | <ul style="list-style-type: none"> • Active knowledge of homelessness data |

| | |
|-------------------------------------|--|
| IMMEDIATE OUTCOMES CONTINUED: | <ul style="list-style-type: none"> • Decreased cost to emergency services for homeless individuals |
| INTERMEDIATE OUTCOMES: | <ul style="list-style-type: none"> • Less NIMBYism (not in my back yard) • A completed homeless/housing map • Safe, affordable housing with supports for adults and youth • Employment/ training programs available |
| LONG-TERM OUTCOMES: | <ul style="list-style-type: none"> • Engaged and educated public • Engaged and educated service providers • Safe, affordable housing stock including with supports • Improved community safety and well-being due to improved regional responses to housing and homelessness |

Table 4

Appendix 1 – Municipal Resolutions

References

- Ministry of Community Safety and Correctional Services. (2018). *Community Safety and Well-Being Framework: A Shared Commitment in Ontario, Booklet 3, Version 2*.
<https://www.mcscs.jus.gov.on.ca/english/Publications/MCSCSSSOPlanningFramework.html>
- Northwestern Health Unit. (2016). *Northwestern Health Unit Health Equity and the Social Determinants of Health: Information for program planning and evaluation*.
<https://www.nwhu.on.ca/MediaPressCentre/Documents/Health%20Equity%20and%20the%20Social%20Determinants%20of%20Health%20-%20NWHU%20Report%202016.pdf>
- Lunny, D, & Jibb, S. (2017). *Child and Youth Mental Health Outcomes Report*. Northwestern Health Unit.
<https://www.nwhu.on.ca/MediaPressCentre/Documents/NWHU%20Child%20and%20Youth%20Mental%20Health%20Outcomes%202017%20amended.pdf>
- Petrin, J. (2018). *Putting the Spotlight on Homelessness: Rainy River District Enumeration 2018*. Rainy River District Social Services Administration Board.
https://www.rrdssab.ca/sites/default/files/Press%20Releases/Enumeration_Report_2018.pdf
- Police Services Act. Section 1, part 13. (2018).
<https://www.ontario.ca/laws/statute/S18003#Sched1251>
- Statistics Canada. 2017. *Rainy River, DIS [Census division], Ontario and Ontario [Province] (table)*. *Census Profile*. 2016 Census. Statistics Canada Catalogue no. 98-316-X2016001. Ottawa. Released November 29, 2017.
<https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/index.cfm?Lang=E> (accessed July 8, 2021).

October 18, 2021

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

RE: User Fee Bylaw Addition October 2021 for 6.13.7

An update to Townshend Theatre user fees.

We are proposing an additional fee be charged as a user fee for events held at the Townshend Theatre to cover the cost of hiring contract vaccination proof checking screeners. This additional fee is necessary to cover the additional costs the Town will incur due to the new Provincial mandate for vaccine proof to attend event space and theatres. The Town cannot allow the users/renters to perform this service and do not have the staff internally to provide the service, thus an outside contractor will need to be obtained. The rate for this service will be set at \$40 per hour, which would allow the Town to recover its' costs for this service.

After conversation with Tour De Fort, they indicated that they operate 6 shows on average per year with each event needing approximately 4.5 hours of screening time from start to finish. The total cost of the screening for the season is projected at \$1,080.00 for the Tour De Fort shows. Tour De Fort has offered to provide screeners for the events; however, this is strictly prohibited as per the Health Unit, and the Town is not allowed to contract the user groups to provide their own screening.

We had reached out to Kids and Company but have not heard back at the time of this report. In general, they operate 4 or 5 shows per year with approximately the same required time for screening of approximately 4.5 hours per show. The total cost of the screening for the season is projected at \$900.00 for Kids and Company.

Both user groups have indicated that the fee would negatively impact them.

If Council decides to cover the cost of vaccine verification checks at the Theatre, Covid funding or Theatre reserves could be used to offset the losses this would create.

Recommendation

The Community Service Division recommends to Mayor & Council to cover proof of vaccination screening costs at the Townshend Theatre for the 2021/2022 season with covid funds, if covid funds are not available then theatre reserves will be used.

Respectfully Submitted,

Aaron Bisson

Aaron Bisson
Manager of Recreation and Culture

| |
|---|
| <p>Council approval of this report will agree to the recommendation of the Community Services Executive Committee to cover proof of vaccination screening costs at the Townshend Theatre for the 2021/2022 season with covid funds, if covid funds are not available then theatre reserves will be used.</p> |
|---|

October 18, 2021

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

RE: Museum My Story, My Tattoo exhibit agreement

The Fort Frances Museum and Cultural Centre hosts exhibits throughout the year. It is customary for the Museum to bring in travelling exhibits from time to time and the My Story, My Tattoo exhibit is an example of this. The Town is required to sign a contract to confirm that it will fulfill the requirements to host this exhibit in 2022. The total cost of the exhibit is \$779.70 plus shipping and fuel surcharge, with is well within our budget for exhibits.

Please find the My Story, My Tattoo Travelling Exhibit Agreement between the Town of Fort Frances and the County of Wellington attached to this report.

Recommendation

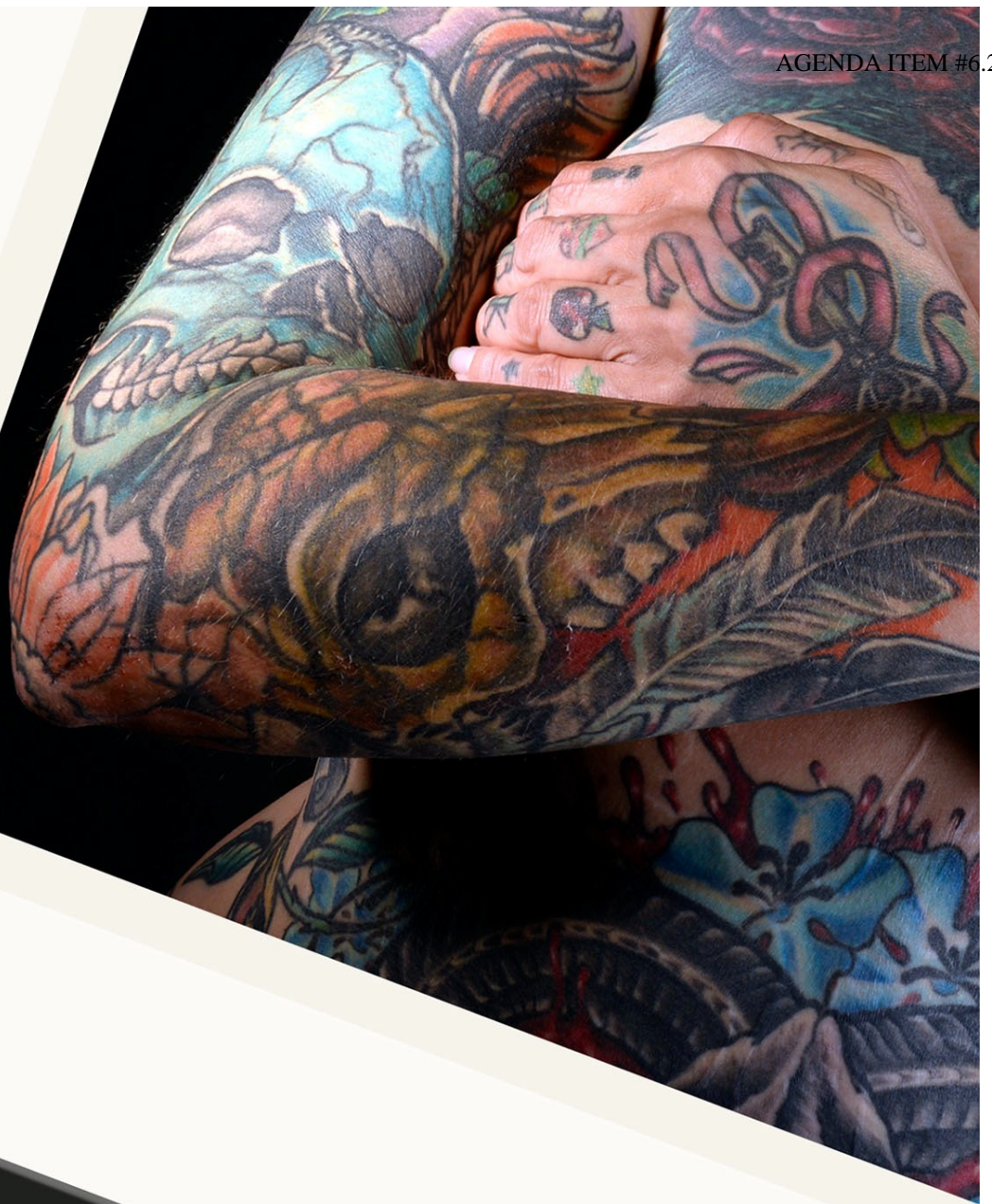
The Community Services Executive Committee recommends to Mayor and Council to have a by-law prepared to authorize Mayor and Clerk to execute the agreement on behalf of the corporation for the My Story, My Tattoo – Travelling Exhibit Agreement.

Respectfully Submitted,

Aaron Bisson

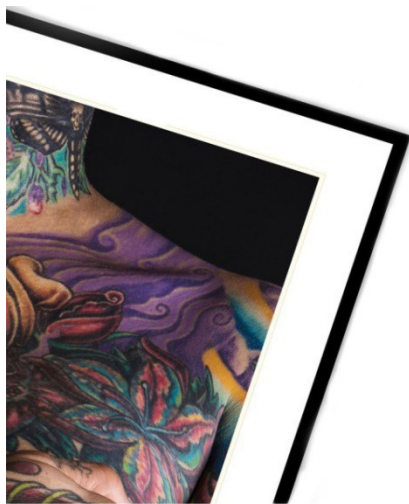
Aaron Bisson
Manager of Recreation and Culture

Council approval of this report will agree to the recommendation of the Community Services Executive Committee to have a by-law prepared to authorize Mayor and Clerk to execute the agreement on behalf of the corporation for the My Story, My Tattoo – Travelling Exhibit Agreement.



My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives



My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives

Exhibit Concept

Tattoos are living images that reveal important stories about our residents, our community and the tattoo phenomenon. **My Story, My Tattoo** features 31 photographs and stories of people and their amazing tattoos. The exhibit includes four audio stations (with eight audio interviews), six videos and 29 text panels.

Participants represent every walk of life – everyone from a cancer survivor to teachers and their students, a firefighter and a farmer. The participants range in age from 26 to 89 years and live throughout Wellington County.

All of the individuals were open and honest, and their stories and personalities are represented through this series of thought-provoking and colourful images. **Chris Piccinetti**, a Guelph photographer and graphic designer for the County of Wellington, photographed these inspiring images.

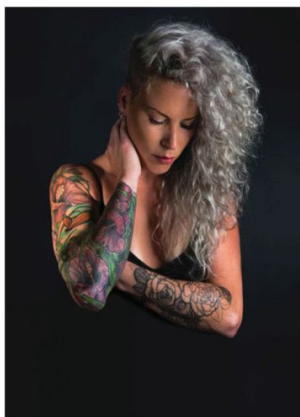
For specific booking information, please contact

Amy Dunlop, Curatorial Assistant

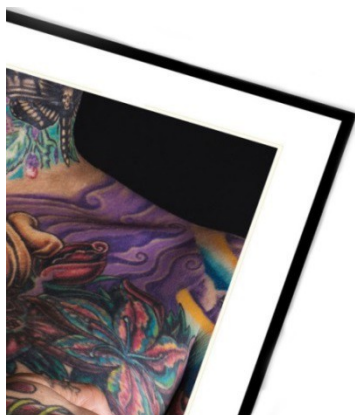
519.846.0916 x 5232

1.800.663.0750

amyd@wellington.ca.



Wellington County Museum and Archives
T 519.846.0916 X 5232 | T 1.800.663.0750 X 5232
www.wellington.ca/Museum



My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives

Exhibit Essentials

Size: 150 to 200 running feet of wall space will accommodate full exhibit (smaller pieces can be double-hung)

- 31 framed photographs (15 @ 34 x 42", 10 @ 22 x 27", and 6 @ 18 x 22")
- Video Content (6 videos in mp4 format) *flat screen not included
- Audio Content (8 audio files in mp3 format) *4 free-standing audio stations included (power outlet needed)
- Text panels (29 labels)
- Portable display title panel *not suitable for outdoor display
- Package (pdf) – instructions, condition reports, media release template and graphics to use

Language: All text is in English; host venue may provide translation if desired.

Exhibit Duration: Minimum time – 3 months

Booking Fee: \$1,000 (plus taxes, incoming shipping charges and fuel surcharge)

- \$300 per month for each additional month (plus applicable taxes)
- \$80 per week for each additional week (plus applicable taxes)

Shipping Essentials:

Four wooden crates (with a dolly)

- ☐ (H) 46" x (W) 54" x (D) 22" (Large framed photographs 1 to 8 – 34 x 42")
- ☐ (H) 42" x (W) 60" x (D) 15" (Large framed photographs 9 to 16 – 34 x 42")
- ☐ (H) 33" x (W) 46" x (D) 20" (6 framed photographs - 18 x 22", 10 framed photographs – 22 x 27")
- ☐ (H) 15" x (W) 37.5" x (D) 50" (audio stations, media player, labels)

Insurance Value:

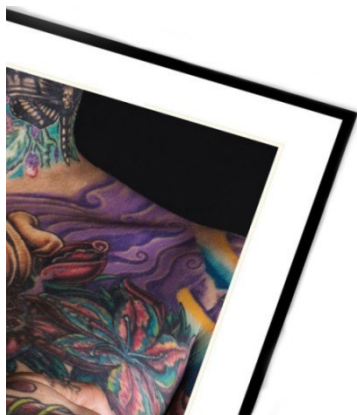
\$20,000



ALTERNATE FORMATS AVAILABLE UPON REQUEST



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My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives

Insurance Values

| Item | Qty. | Description | Each | Totals |
|-------------------------------|------|--|-------|-----------------|
| 1 | 15 | 32 x 40 print plus frame | \$530 | \$7,950 |
| 2 | 10 | 20 x 25 print plus frame | \$430 | \$4,300 |
| 3 | 6 | 20 x 26 print plus frame | \$350 | \$2,100 |
| 4 | 4 | Audio units, stands | \$250 | \$1,000 |
| 5 | 1 | Video media player, button switches, enclosure, cable | \$430 | \$430 |
| 6 | 4 | Wooden crates and packing material | \$740 | \$2,960 |
| 7 | 1 | Acrylic cleaner, microfiber cloth, binder, moving dolly etc. | \$175 | \$175 |
| 8 | 1 | pop-up banner stand | \$285 | \$285 |
| 9 | 30 | wall labels, printed, laminated and mounted | \$9 | \$270 |
| TOTAL INSURANCE VALUE: | | | | \$19,470 |



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My Story, My Tattoo – Travelling Exhibit Agreement

THIS AGREEMENT is dated the _____ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE COUNTY OF WELLINGTON
(hereinafter referred to as the "County")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter referred to as the "Borrower")

OF THE SECOND PART

WHEREAS:

1. **My Story, My Tattoo** is an exhibit owned, designed, developed and produced by the **County** ("the Exhibit").
2. The **County** and the **Borrower** wish to enter into an agreement for the hire of the Exhibit for a period from **May 4 to July 6, 2022** ("the Exhibit Duration").
3. The Exhibit is owned by and has been designed, developed and produced by the County. It contains objects from the **County's** collection.
4. The **County** intends to grant the **Borrower** the right to display the Exhibit in accordance with the terms set out in this Agreement.
5. The Exhibit will be displayed at **Fort Frances Museum & Cultural Centre**/ 259 Scott Street, Fort Frances, ON P9A 1G8 ("the Venue").
6. The Exhibit will be displayed at the Venue according to any specifications supplied in advance by the **County**. Any proposed change in the Exhibit title, Exhibit content, Venue or Exhibit Duration must be approved in writing by the **County** prior to the Exhibit delivery date. Any other changes to this Agreement must be made in writing and signed on behalf of each Party (or their agents).



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My Story, My Tattoo – Travelling Exhibit Agreement

NOW THEREFORE, in consideration of the premises and mutual agreements contained in this Agreement and of other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party hereto), the Parties agree with one another as follows:

1. LOAN

- 1.1. In consideration of the mutual undertakings contained herein and of the fees and costs payable hereunder, the **County** shall lend and the **Borrower** shall accept on loan the Exhibit upon the terms and conditions set out in this Agreement to the exclusion of any other terms, conditions or representations.
- 1.2. The Exhibit shall only be shown to the public at the Venue during the Exhibit Duration.

2. FEES AND PAYMENT

- 2.1 The **Borrower** shall pay the **County** a rental fee **(\$690.90) plus HST** ("Rental Fee"), according to the payment schedule set out below:
- 2.2 The **Borrower** agrees to pay a **25% deposit of the Rental Fee (\$172.50) plus HST** to confirm their booking of the Exhibit to be paid 30 days after the signing this Agreement. The deposit is deductible from the Rental Fee and the remaining balance must be **paid by the day the Exhibit leaves the Borrower**. The deposit is non-refundable.
- 2.3 The **County** will not be responsible for expenses incurred by the **Borrower** in fulfilling the terms of this Agreement. The **Borrower** shall be responsible for bearing all costs incurred by the **County** or any third party engaged by the **Borrower** to enable the **Borrower** to comply with the **Borrower's** obligations under this Agreement.

3. OWNERSHIP, RIGHTS AND APPROVALS

- 3.1 All Intellectual Property Rights residing in the Exhibit shall at all times remain vested in the **County**.
- 3.2 The **Borrower** shall use the Exhibit only as specified in this Agreement.
- 3.3 The **County** hereby grants to the **Borrower** a non-exclusive licence to use the Exhibit during the Exhibit Duration for the purpose of hosting, publicising and promoting the Exhibit including digital 360° tours and media interviews showing the Exhibit provided that any such use is compliant with this Agreement
- 3.4 The **Borrower** shall not make additions to, deletions from, copies of, recordings of or alterations to any of the Exhibit without the express prior written consent of the **County**.



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My Story, My Tattoo – Travelling Exhibit Agreement

4. GENERAL

- 4.1 The **Borrower** agrees to present this Exhibit in accordance with the terms outlined in this Agreement.
- 4.2 The **Borrower** confirms that the information contained in their Standard Facility Report on file with the **County** is current and accurate.
- 4.3 The **Borrower** will at all times protect and care for the Exhibit to recognized professional standards.
- 4.4 The Exhibit will serve only educational purposes and will not be used for commercial or political purposes.
- 4.5 Within 30 (thirty) days of the Exhibit's closing date, the **Borrower** will complete and return to the **County Outgoing Condition Report** and **Summary Report set out in the Manual referred to below** as well as digital copies of photographs of the Exhibit, and all paid and unpaid **publicity and promotional material** gathered by the **Borrower**.

5. CARE AND HANDLING OF THE EXHIBIT

- 5.1 The **Borrower** agrees to follow all specific written instructions for handling, packing, crating and shipping the Exhibit, as specified by the **County** in the Wellington **County** Museum and Archives' My Story, My Tattoo Travelling Exhibit Manual, ("the Manual").
- 5.2 The **Borrower** shall ensure that any storage of the Exhibit while in its possession is in an area free of pests, preferably designated for the storage of art or artifacts.
- 5.3 All Exhibit components shall remain in the same condition in which they were received by the **Borrower**. Repair of any kind may **NOT** be carried out without permission from the **County**.
- 5.4 Damage, whether sustained in transit or on the **Borrower's** premises, and regardless of who may be responsible, must be reported immediately to the **County**.
- 5.5 Should damage occur during transit, the Carrier must be notified immediately and, where possible, the waybill marked accordingly upon the receipt of the shipment.
- 5.6 The **Borrower** should preserve, and if possible document with photographs, the damaged Exhibit components.
- 5.7 The **Borrower** will check the contents of the Exhibit against the **Crate List** accompanying the Exhibit, and immediately report any discrepancies to the **County**.



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My Story, My Tattoo – Travelling Exhibit Agreement

- 5.8 The **Borrower** will complete the **Incoming Condition Report** as set out in the Manual within three days after uncrating, and the **Outgoing Condition Report** as set out in the Manual immediately prior to the Exhibit being re-crated for transport. The **County** will be notified of any change to the condition of the Exhibit while in the custody of the **Borrower**.

6. DISPLAY OF THE EXHIBIT

- 6.1 The **Borrower** shall ensure that the Exhibit is shown in a professional manner. The **Borrower** agrees that the Exhibit may only be shown at the Venue.
- 6.2 Text panels and the title panel will be provided to the **Borrower** and may not be revised, added to or deleted without approval of the **County**. If the label needs to be replaced contact the **County** staff who will replace it.
- 6.3 The **Borrower** will provide a space for the exclusive use of the Exhibit, and free from any activities such as eating, drinking or smoking.

7. SHIPPING

- 7.1 The **Borrower** will be responsible for the full cost of shipping the Exhibit, including any fuel surcharges that may apply, **to and from their location**. In case of back-to-back bookings, between rentals, where the Exhibit does not return to the **County**, the shipping charges may be adjusted.
- 7.2 The **County** will make arrangements for shipping **in consultation** with the **Borrower**. No changes in shipping arrangements will be made by the **Borrower**.

8. INSURANCE

- 8.1 The **Borrower** is responsible for the Exhibit while in their custody. The **Borrower** will be held financially responsible for any damage or loss which results from negligence or from failure to follow the terms of this contract. A **certificate of insurance for the value** of the Exhibit will be issued by the **Borrower** to the **County**.
- 8.2 The **Borrower** will insure the Exhibit for the full value of **\$19,470** from the date the Exhibit is sent and arrives to the **Borrower** until the date it leaves the Venue under an all-risk, wall-to-wall and door-to-door policy. If the Borrower has an **on premise** policy only, the Exhibit is covered for the full value of \$19,470 from the date the Exhibit is on the Venue until the date it leaves.



My Story, My Tattoo – Travelling Exhibit Agreement

- 8.3 Sixty days prior to receiving the Exhibit, the **Borrower** shall provide the **County** with a Certificate of Insurance from its insurer stating that:
- 8.3.1 The required insurance is in effect;
 - 8.3.2 The contractual or assumed liability under the agreement is covered;
 - 8.3.3 The **County** has been named as an additional insured and shall contain a waiver of subrogation in favour of the **County**;
 - 8.3.4 The Cross Liability Clause will apply;
 - 8.3.5 The **County** will be given at least sixty (60) days prior written notice of any policy cancellation or of any change in the limit or type of insurance specified; and,
 - 8.3.6 In the event that a claim is made under the policy, the **Borrower** is responsible for paying the deductible.

9. SECURITY SYSTEMS AND PROCEDURES

- 9.1 The **Borrower** will ensure the security systems and procedures described in the Standard Facility Report are in effect while the Exhibit is in their custody.

10. PUBLICITY AND REPRODUCTION RIGHTS

- 10.1 All publicity and promotional materials must give credit to Wellington County Museum and Archives (WCMA).
- 10.2 The **County** will provide publicity and promotional material (such as posters, images and WCMA's logo) to the **Borrower** upon signature of this Agreement or within four months prior to the Exhibit opening.
- 10.3 Should the **Borrower** produce any **advertising, publicity and promotional material** for the Exhibit (such as printed materials, invitations, media releases, PSA's, virtual tours, or web pages), the **Borrower** will provide the **County** with drafts or mock-ups for approval before production. The **County** will respond within four (4) working days, unless agreed otherwise. Approval will not be unduly withheld. Should the **Borrower** mention the Exhibit on its website, it is to provide a link for the online visitor to the WCMA website.
- 10.4 A copy of all publicity and promotional material generated by the **Borrower** will be forwarded to the **County** within 30 days of the closing date of the Exhibit.



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11. CANCELLATION AND CHANGES

- 11.1 The **County** reserves the right to cancel or withdraw the Exhibit at any time if the terms and conditions of this contract are not fulfilled.
- 11.2 In the event of exceptional circumstances beyond the control of the **County**, the **County** reserves the right to cancel the Exhibit tour at any time without penalty. It is understood and agreed that there shall be no claim for damages by the **Borrower**.
- 11.3 If the Exhibit is cancelled by the **Borrower less than five (5) months** prior to the commencement of the Exhibit Duration, and neither the **County** nor the **Borrower** are able to secure a new **Borrower** for the time booked, the **Borrower** must pay the Exhibit rental fee and cover shipping fees of the Exhibit back to the **County**.
- 11.4 In the event that a new **Borrower** can be secured by either party prior to the commencement of the Exhibit Duration, there shall be no penalty imposed on the **Borrower**.
- 11.5 The audio-visual and other support material are important elements to the Exhibit. Should the **Borrower** suffer the loss or damage of any of these components, a replacement fee will be charged to the **Borrower**.

12. COUNTY LIST OF CONTACTS

12.1 Primary Contact:

Amy Dunlop, Curatorial Assistant
 T: 519.846.0916 x 5232
 T: 1.800.663.0750 x 5232
 E: amyd@wellington.ca

12.2 Secondary Contact:

Hailey Johnston Curator
 T: 519.846.0916 x 5226
 T: 1.800.663.0750 x 5226
 E: haileyj@wellington.ca



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13. BORROWER LIST OF CONTACTS

13.1 Primary Contact

Name, Job Title

Telephone Number

Email

13.2 Secondary Contact

Name, Job Title

Telephone Number

Email

14. INDEMNIFICATION BY THE BORROWER

- 14.1 The **Borrower** agrees to indemnify and hold the **County** harmless against and in respect of any loss, damage, claim, cost or expense whatsoever, including any and all incremental out-of-pocket costs, including, without limitation, all reasonable legal and accounting fees, which the **County** may incur, suffer or be required to pay, pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding (collectively, a "Claim") that may be made or asserted against or affect the **County**.

15. NOTICES

- 15.1 Any notice, direction or other instrument required or permitted to be given by either party under this Agreement shall be in writing and shall be sufficiently given if delivered personally, sent by prepaid first class mail or transmitted by telecopier or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender:



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15.1.1 In the case of a notice to the **Borrower** at:

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

15.1.2 In the case of a notice to the **County** at:

The Corporation of the County of Wellington
74 Woolwich Street
Guelph ON, N1H 3W6

Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address, or, if sent by mail, shall be deemed to have been given and received on the date which is five days after which it was mailed, provided that if either such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by tele copier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission provided that if such day is not a Business Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first Business Day next following the transmission thereof. If normal mail service, tele copier or other form of electronic communication is interrupted by strike, slowdown, *force majeure* or other cause, a notice, direction or other instrument sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such service which has not been so interrupted to deliver such notice.

16. GENERAL

16.1 EXPENSES

16.1.1 All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transaction contemplated under this Agreement shall be paid by the Party incurring such expenses.

16.2 TIME

16.2.1 Time shall be of the essence of this Agreement.



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16.3 ASSIGNMENTS/SUCCESSORS AND ASSIGNS

- 16.3.1** Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by either Party without the prior written consent of the other Party. Subject to that condition, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

16.4 NON-AGENCY RELATIONSHIP

- 16.4.1** The **Borrower** and the **County** are independent of one another, and this Agreement does not give either Party the right to bind another to any obligation, or to assume or to incur any obligation on behalf of or in the name of the other. This Agreement shall not be interpreted to make one Party a partner, joint venture, employee, agent or other representative of the other Party for any purpose

16.5 ENTIRE AGREEMENT

- 16.5.1** This Agreement and the documents required to be delivered hereunder, constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no representations, warranties, conditions, covenants or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein and therein.

16.6 AMENDMENT AND WAIVER

- 16.6.1** This Agreement may only be amended by written agreement signed by each Party hereto. Any waiver of any provision of this Agreement will be effective only if it is in writing and signed by the Party to be bound thereby, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any further or other exercise of such right.



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16.7 SEVERABILITY

- 16.7.1** If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

16.8 GOVERNING LAW AND ATTORNMMENT

- 16.8.1** This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or relating to this Agreement.

16.9 COUNTERPARTS AND ELECTRONIC EXECUTION

- 16.9.1** This Agreement may be executed in any number of counterparts each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the Parties may rely on such electronic execution as though it were an original hand- written signature.

IN WITNESS WHEREOF the Parties have duly executed this agreement on the date set out above.

Amy Dunlop

Name: (Witness, County of Wellington)

Name: (Witness, Borrower)



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THE CORPORATION OF THE TOWN OF FORT FRANCES

Name (Signature of Borrower)

Title: _____

I have authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF WELLINGTON



Name: Hailey Johnston

Title: Curator

I have authority to bind the Corporation



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OVERVIEW OF ESSENTIAL INFORMATION AS NOTED IN EXHIBIT AGREEMENT:

| | |
|-----------------------------|--|
| BETWEEN (County): | The Corporation of the County of Wellington 74 Woolwich Street Guelph, ON N1H 3T9 |
| AND: (Borrower) | The Corporation of the Town of Fort Frances <hr/> (name of borrowing institution/organization – please print) <hr/> 20 Portage Avenue <hr/> (street address) <hr/> Fort Frances, ON, P9A 3P9 <hr/> (city/town, province, postal code) |
| EXHIBIT DURATION: | Pick up date from previous site: <u>May 4, 2022</u> Delivery date: <u>May 11, 2022</u> (exact date to be negotiated by shippers) <hr/> to <hr/> (Show Opening – dd/mm/yyyy) (Show Closing - dd/mm/yyyy) (Total: _____ months, 9 weeks) Date the Exhibit will leave the site: <u>July 6, 2022</u> |
| FEE: | The Confirmation of Exhibit Booking clause herein indicates the rental dates. Any extension to the contract must be negotiated and additional rental fees will be applied. RENTAL FEE: \$779.70 (plus shipping and fuel surcharge) 25% non-refundable deposit is required on booking: \$ 197.93 75% balance owing due by the date the Exhibit leaves site: \$ 584.77 |



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**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2021/50**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: October 20, 2021

SUBJECT: 2022 Budget Timetable

BACKGROUND

Early preparation and planning are critical components of an effective budget process. The budget timetable provides a logical process and ensures that all information is available when required. The attached proposed 2022 Budget Timetable has been prepared with Administration's intention to present the most accurate budget possible, up front. This means that the laborious line by line review will be done prior to submitting the budgets to Committees and then to Council as a whole.

Also, in this consideration is the time of the meetings. In the last two years I requested a start time of 2:00 pm. This year we would like to go back to the 5:30 pm meeting time, the same as a Council meeting, if that works better for all of Council.

RECOMMENDATION

The Administration & Finance Executive Committee agreed to the Budget Timetable as presented, with meeting times at 5:30 pm, the same as regular Council meetings.

Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to follow the Budget Timetable as presented, with meeting times at 5:30 pm.

Proposed 2022 Budget Schedule

October 25, 2021- Approval of Timetable

November 22, 2021- Public Meeting- Operating Budget Requests to be presented to Council

November 26, 2021- Treasurer to have Budget Software ready for Managers

January 4, 2022- All Managers to have their budgets ready for final line by line review after Managers' Meeting

January- Second Committee meetings of year- Divisional Operating Budgets presented and discussed

After Committee Approval- Treasurer to compile the Draft Operating Budget Document to be out to Council by January 26, 2022

January 17, 2022- Special Committee of the Whole- Capital Budget Meeting- Administration to have everything prioritized and only include what is feasible in the year- Potential approval of the entire Capital Budget so that we are able to move forward with securing contractors and suppliers.

January 31, 2022- Special Committee of the Whole- Capital Budget Finalization/Introduction to Operating Budget

February 7, 2022- Special Committee of the Whole- Operating Budget Meeting

February 22, 2022- Special Committee of the Whole- Operating Budget Meeting- Ratification

March 14, 2022- Special Committee of the Whole- Operating Budget Meeting

**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2021/53**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: October 20, 2021

SUBJECT: Consumer Price Index (CPI) Increase for 2022 User Fees

BACKGROUND

User Fees are an important part of the operational budget preparation for the coming year. In the past we have endeavored to pass the user fees, for the upcoming year in early December in order for them to be effective in January.

The first step in this process is to provide the Ontario Provincial Consumer Price Index (CPI) and the Canada Consumer Price index as guide for the user fee increases for the coming calendar year. The Ontario CPI indicates inflationary increase of 4.0% for the period of August 2020 to August 2021 and the Federal CPI indicates a 4.1% change for the same period as published by Statistics Canada, of which is attached for your information.

Administration is seeking direction for the inflationary increase for the 2022 user fees. Divisions will bring user fee schedules forward to their respective executive committees in November or December.

RECOMMENDATION

The Administration & Finance Executive Committee recommends using the Ontario CPI of 4.0% for the increase to User Fees for 2022.

Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to use the Ontario CPI of 4.0% for the increase to User Fees for 2022.

Consumer Price Index by product group, monthly, percentage change, not seasonally adjusted

| | Ontario (map) | | | | |
|---|---------------|-----------|-------------|--------------------------|----------------------------|
| Products and product groups ^{3,4} | August 2020 | July 2021 | August 2021 | July 2021 to August 2021 | August 2020 to August 2021 |
| | 2002=100 | | | | |
| All-items | 138.6 | 143.7 | 144.1 | 0.3 | 4.0 |
| Food ⁵ | 155.9 | 159.2 | 160.0 | 0.5 | 2.6 |
| Shelter ⁶ | 150.2 | 157.2 | 157.4 | 0.1 | 4.8 |
| Household operations, furnishings and equipment | 125.4 | 128.1 | 128.4 | 0.2 | 2.4 |
| Clothing and footwear | 89.7 | 89.2 | 89.8 | 0.7 | 0.1 |
| Transportation | 142.4 | 152.1 | 153.8 | 1.1 | 8.0 |
| Health and personal care | 129.3 | 134.4 | 134.2 | -0.1 | 3.8 |
| Recreation, education and reading | 118.3 | 120.8 | 119.0 | -1.5 | 0.6 |
| Alcoholic beverages, tobacco products and recreational cannabis | 176.6 | 176.8 | 177.7 | 0.5 | 0.6 |
| All-items excluding food | 135.6 | 141.0 | 141.3 | 0.2 | 4.2 |
| All-items excluding food and energy ⁷ | 134.3 | 138.2 | 138.5 | 0.2 | 3.1 |
| All-items excluding alcoholic beverages, tobacco products and smokers' supplies and recreational cannabis | 137.5 | 142.8 | 143.1 | 0.2 | 4.1 |
| All-items excluding energy ⁷ | 137.8 | 141.6 | 142.0 | 0.3 | 3.0 |
| All-items excluding gasoline | 137.9 | 141.9 | 142.3 | 0.3 | 3.2 |
| Energy ⁷ | 149.3 | 177.1 | 177.8 | 0.4 | 19.1 |
| Goods ⁸ | 120.4 | 126.6 | 127.1 | 0.4 | 5.6 |
| Durable goods ⁸ | 89.9 | 94.8 | 95.2 | 0.4 | 5.9 |
| Semi-durable goods ⁸ | 91.4 | 91.7 | 91.9 | 0.2 | 0.5 |
| Non-durable goods ⁸ | 148.5 | 158.0 | 158.5 | 0.3 | 6.7 |
| Services ⁹ | 154.9 | 159.0 | 159.3 | 0.2 | 2.8 |

How to cite: Statistics Canada. [Table 18-10-0004-13 Consumer Price Index by product group, monthly, percentage change, not seasonally adjusted, Canada, provinces, Whitehorse, Yellowknife and Iqaluit](#)

DOI: <https://doi.org/10.25318/1810000401-eng>

| | Canada (map) | | | | |
|---|--------------|-----------|-------------|--------------------------|----------------------------|
| Products and product groups ^{3, 4} | August 2020 | July 2021 | August 2021 | July 2021 to August 2021 | August 2020 to August 2021 |
| | 2002=100 | | | | |
| All-items | 137.0 | 142.3 | 142.6 | 0.2 | 4.1 |
| Food ⁵ | 153.8 | 157.6 | 158.0 | 0.3 | 2.7 |
| Shelter ⁶ | 146.8 | 153.5 | 153.9 | 0.3 | 4.8 |
| Household operations, furnishings and equipment | 124.0 | 125.6 | 125.8 | 0.2 | 1.5 |
| Clothing and footwear | 93.5 | 93.0 | 93.3 | 0.3 | -0.2 |
| Transportation | 141.5 | 152.2 | 153.8 | 1.1 | 8.7 |
| Health and personal care | 129.6 | 133.4 | 133.3 | -0.1 | 2.9 |
| Recreation, education and reading | 116.1 | 119.7 | 118.6 | -0.9 | 2.2 |
| Alcoholic beverages, tobacco products and recreational cannabis | 171.8 | 175.0 | 176.2 | 0.7 | 2.6 |
| All-items excluding food | 133.8 | 139.3 | 139.7 | 0.3 | 4.4 |
| All-items excluding food and energy ⁷ | 131.9 | 135.6 | 135.9 | 0.2 | 3.0 |
| All-items excluding alcoholic beverages, tobacco products and smokers' supplies and recreational cannabis | 135.9 | 141.2 | 141.5 | 0.2 | 4.1 |
| All-items excluding energy ⁷ | 135.7 | 139.5 | 139.8 | 0.2 | 3.0 |
| All-items excluding gasoline | 136.2 | 140.2 | 140.6 | 0.3 | 3.2 |
| Energy ⁷ | 149.3 | 179.2 | 180.2 | 0.6 | 20.7 |
| Goods ⁸ | 122.3 | 129.1 | 129.4 | 0.2 | 5.8 |
| Durable goods ⁸ | 92.4 | 97.4 | 97.7 | 0.3 | 5.7 |
| Semi-durable goods ⁸ | 96.3 | 97.0 | 97.0 | 0.0 | 0.7 |
| Non-durable goods ⁸ | 147.1 | 157.1 | 157.6 | 0.3 | 7.1 |
| Services ⁹ | 151.6 | 155.4 | 155.7 | 0.2 | 2.7 |

How to cite: Statistics Canada. Table 18-10-0004-13. Consumer Price Index by product group, monthly, percentage change, not seasonally adjusted, Canada, provinces, Whitehorse, Yellowknife and Iqaluit

DOI: <https://doi.org/10.25318/1810000401-eng>

October 20, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Update of the Winter Control Policy

As typical around this time of year, the Operations and Facilities Staff are reviewing the winter control policy for its accuracy and effectiveness.

Attached you will find an updated policy with markups for the proposed changes to the policy for the 2021/22 winter control season. The changes reflect the replacement of some aging equipment and the addition and removal of some sidewalks.

The recommendation of the Operations and Facilities Executive Committee is to approve the winter control policy as amended.

Respectfully Submitted



Travis Rob, P.Eng

| |
|--|
| <p>Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the Winter Control Policy be approved as amended.</p> |
|--|

Manager of Operations and Facilities

2021Oct20 - 2021 Update to the Winter Control Policy.docx

THE TOWN OF FORT FRANCES

Section: Operations and Facilities

Policy: Winter Control Operations

| | |
|--------------------------------------|---|
| Creation Date: | June 2011 |
| Review Date: | 1993,1999,2006,2008,2008,2009,2010,2018, 2020, <u>2021</u> |
| Resolution Number: | 487 (consent) |
| Supersedes Resolution Number: | 326 (consent) |
| Policy Number: | 4.1 |

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SECTION 1.00 - INTRODUCTION

- 1.01** The following Winter Control Operations Policy is intended to provide a guideline for the orderly and efficient control of snow and ice in the Town of Fort Frances. The primary objective of this policy is to provide for an acceptable level of service at an acceptable cost while meeting the Minimum Maintenance Standards, Ontario Regulation 239/02.

With this policy the residents of the Town of Fort Frances will be provided with consistent and uniform standards, which will enable them to predict winter operations.

Daily priorities will be set to meet the provisions of this policy, thus enabling the Operations and Facilities Division to measure complaints.

This policy supersedes all previous policies, written or otherwise, with regard to snow and ice control. Constructive suggestions for additions, modifications or the adoption of new policies and procedures for this policy are encouraged from every employee or any other Division affected by this policy.

This policy is subject to change at the discretion of the Manager of Operations and Facilities, the Transportation Superintendent or Mayor and Council.

- 1.02** Minimum Maintenance Standards, Ontario Regulation 239/02 - this regulation went into effect on November 1st, 2002 and has seen numerous revisions since that time. Basically, these minimum maintenance standards were developed to reduce liabilities to Municipalities and to ensure residents of Ontario receive a minimum level of maintenance on municipal roadways.

Municipal services that are the same as the minimum maintenance standards or achieve a service level better than what is prescribed by the minimum maintenance standards, can be used as a defence by the municipality in the event of a liability claim.

There are 16 standards where 5 of them are related to winter control activities – snow accumulation and icy roadways and sidewalks. There are no standards in regard to snow removal.

- 1.03** The Winter Control Season will be in affect from October 15^{thst} to April 30th 15th.

SECTION 2.00 - SCOPE OF WORK

2.01 Area of Responsibility

The Operations and Facilities Division is responsible for the winter maintenance on all roads, lanes, sidewalks and municipal parking lots within the boundaries of the Corporation of the Town of Fort Frances.

Included is 162 lane-km of roadway, 432 km of sidewalks and six (6) town owned parking lots.

2.02 Equipment

The Operations and Facilities Division has at its disposal two (2) town owned graders, one (1) sander, one (1) combination plow/sander truck, two (2) sidewalk blowers (with sand spreading equipment), one (1) full size blower, two (2) loaders, (both equipped with snow bucket or plow), two (2) tandem trucks and one (1) single axle dump truck with plow.

In addition, the Airport has one (1) loader (with snow bucket), one (1) full size blower, one (1) single axel dump truck with sander, plow and wing and Parks and Cemeteries has one (1) backhoe loader to supplement operations in the event of a major occurrence.

Town owned equipment will be supplemented by contract operated equipment and trucks on an as required basis.

2.03 Manpower

The Operations and Facilities Division has an available winter maintenance staff consisting of one (1) working foreman, one (1) leadhand, four (4) equipment operators, two (2) truck drivers, five (5) labourers, and three (3) seasonal Labourers. The four (4) water distribution operators will also be included in the winter maintenance scheduling. In an emergency situation additional staff would be available to assist from other areas of the department i.e. mechanical, stores and engineering.

When the “*snow season*” arrives, this staffing provides for coverage for two (2) shifts, five (5) days a week. There will be a 7:30 a.m. to 4:00 p.m. day shift and a 10:00 p.m. to 6:00 a.m. night shift from Monday to Friday. During the period from 4:00 p.m. to 10:00 p.m. and 6:00 a.m. to 7:30 a.m. and weekends manpower is on a voluntary basis. Emergency calls are covered through an on-call person 24 hours a day, 7 days a week. During an emergency situation if the on-call person is unsuccessful in getting sufficient crews to respond he/she shall consult with the Manager of Operations & Facilities or Transportation Superintendent regarding the use of contracted equipment.

2.04 Night Shift Schedule for “Snow Season”

Prior to the “*snow season*” a night shift schedule will be made up of employees who volunteer to be on nights through the “*snow season*” supplemented with a rotation of all employees qualified to drive truck and/or operate equipment. The night shift will consist of six (6) employees, one (1) working foreman, three (3) operators and two (2) truck drivers. Working foreman will participate in operating equipment and/or truck driving on the night shift.

The night shift will be implemented when at the discretion of the Manager of Operations & Facilities and Transportation Superintendent there is sufficient amounts of snow to justify taking six (6) employees from the day shift and that work in progress can be completed with this reduction in staff.

2.05 Staff Training

Qualified employees will be given the opportunity to train on equipment when the work schedule permits such training. An ideal time for training on some of the larger equipment is on the night shift in areas where there is little or no traffic. Employees will be given the opportunity to train under the guidance of experienced operators. This will build a more versatile workforce for future operations.

2.06 Parking Regulations and Enforcement

Parking restrictions and regulations (i.e. calendar parking, parking prohibited, etc.) have been placed on town streets and will be strictly enforced to allow snow plowing/removal operations to proceed unimpeded.

In the event that a Significant Weather Event has been declared in accordance with Section 7 of this policy, 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.

The Town's By-law Enforcement Officers will publicize the appropriate calendar parking by-law. Calendar parking shall be deemed to be a twenty-four (24) hour period commencing at nine (9) o'clock in the forenoon and after such time the day shall be deemed odd or even depending on the calendar designation of such day of commencement of the said twenty-four (24) hour period.

2.07 Enforcement Policy

The By-law Enforcement Officers and O.P.P. members in support of the Fort Frances Operations and Facilities Division completing snow removal in town will adhere to the following policy.

- By-Law Enforcement Officers will complete enforcement of parking by-laws during weekdays. Operations and Facilities Division will contact By-Law direct for support in ticketing violators and removing illegally parked vehicles.
- Enforcement of parking by-laws after hours will be completed by O.P.P. Officers. Operations and Facilities Division will contact the O.P.P. Telecommunications Unit who will dispatch officers to attend and ticket vehicles in areas requiring snow removal. Operations and Facilities Division will arrange for any necessary towing. The 200 block of Scott Street no parking begins after 0300 hours.
- Notification will be made to the O.P.P. by Operations and Facilities Division of specific nights when snow will be removed in the core downtown area. Officers will conduct enforcement of the parking by-law in these areas. This will assist Operations and Facilities Division who will have vehicles interfering with snow removal towed away at the owner's expense.

- Enforcement of the by-law in the 200 block of Scott Street will be delayed until 0300 hours consistent with traffic control by-law.
- O.P.P. members will notify the “on-call” Operations and Facilities Division member 275-9754 between 2300 – 0700 hours when snow accumulation reaches 5cm.
- When contacting the Police or By-Law – information needed is: location of vehicle and license plate number.

Contact Numbers:

By-Law: 275-9651

O.P.P. Kenora: 1-888-310-1122

O.P.P. Town: 274-3322

Tow Truck Numbers:

Bett Will: 274-5977

North Auto: 274-7243

SECTION 3.00 - SNOWPLOWING

3.01 Roads

All roads in the Town of Fort Frances will be plowed in accordance with the attached snowplowing priorities plan (see Appendix A).

Road Classifications

Based on the Average Annual Daily Traffic (number of motor vehicles versus the Posted or Statutory Speed Limit (kilometres per hour), there are Class 3, Class 4, Class 5 and Class 6 roads in the Town of Fort Frances boundaries.

Plowing of 'Class 3' roads will have a completion time of 12 hours after the snow has reached a depth of 8 centimetres.

Plowing of 'Class 4' roads will have a completion time of 16 hours after the snow has reached a depth of 8 centimetres.

Plowing of 'Class 5' roads will have a completion time of 24 hours after the snow has reached a depth of 10 centimetres.

There is no standard for 'Class 6' roads in the minimum maintenance standards and therefore they will be plowed after all Class 3, 4 and 5 roads have been completed.

All stipulated timelines for snow clearing can be delayed by the declaration of "Significant Weather Event" as outlined in Section 7. Upon the termination of the declaration, the above stipulated timelines would begin to apply.

* There is a map in Appendix M with all road classifications in the Town of Fort Frances for the Minimum Maintenance Standards.

Priority One (Class 3 & Class 4 Roads) - Priority one roads include Kings Highway 11/71, Highway 602, Second Street East, Scott Street, Ambulance/Hospital Route, Schools, Rainycrest, Emergency Evacuation Route and the Downtown Area.

All snowplowing equipment will have a map of the priority route for that particular piece of equipment as well as a list in order of its priorities.

Equipment operators have been asked to follow the list of priorities as close as possible to deliver a consistent level of service.

Priority Two (Class 5 & Class 6 Roads) - The Town of Fort Frances is divided into eight (8) areas with the Downtown Priority #1 area being the dividing line between east and west. The Canadian National Railway is the dividing line for the north areas. These areas are then divided by priority.

Basically, after the Priority One routes are complete one (1) grader plows east and the other west starting from the Downtown Area and plowing outwards. The plow truck does the north areas when completing its priority route.

The individual in charge (whether it be the Superintendent, Foreman or Standby Person) are to use their own discretion depending upon manpower, equipment, and amount of snowfall to determine the time of day the plows go out.

It is not practical to snowplow the Downtown Business area during regular business hours (8:00 a.m. to 10:00 p.m.).

It is suggested to standardize the level of winter control maintenance in the downtown business area (see Appendix D of the Winter Operations Policy) in order to meet the minimum maintenance standards for municipal roadways, that the following guidelines have been proposed;

- Apply winter control sand/salt mixture during regular business hours.
- Snowplowing will occur immediately before or after regular business hours, where the snow is pushed or winged to the outside edges of the roadway in accordance with Ontario Regulation 239/02.
- Snow removal will take place according to the policy in Section 4:00.

The ideal situation would have the plow truck (Unit #125) leave the Shop and go west to the start of the four laner's on King's Highway at Pit Road #1 as outlined in Appendix I. It would start plowing east down the centre of the four laner's to Central Avenue then up to Scott Street and down the centre of Scott Street to Colonization Road East and continue plowing the centre of Colonization Road East to the Overpass. The plow truck would then plow the centre of Second Street from Colonization Road East to Central Avenue. The plow truck would then do all of Front Street and then proceed to its priority route in the North End.

The graders (Unit #~~205-516~~ and #207) would leave the Shop and go east down Fifth Street to Portage Avenue then south to Scott Street.

Grader #516205 would go east and plow Scott Street, then Colonization Road East over the Overpass to the east town limits. #516205 would then plow Second Street from Colonization Road East to Central Avenue as outlined in Appendix H.

Grader #207 would go west and plow the highway to the west town limits back to Central Avenue and then Highway 602 to Oakwood Road as outlined in Appendix G.

Both graders would then complete the Downtown area.

When the Downtown area is complete Grader #207 will go west and Grader #516205 will go east to their next respective priority.

The ~~Cat IT38B~~John Deere loader (#~~317257~~) will plow the lanes and parking lots in the Downtown area as outlined in Appendix F.

The Cat 930H loader (#318) will do cul-de-sacs and dead-ends according to priority list as outlined in Appendix E. We will alternate between the east list and west list on a monthly basis, as to which gets done first.

| | |
|------------|------|
| October - | East |
| November - | West |
| December - | East |
| January - | West |
| February - | East |
| March - | West |

Plowing of the roads should be completed in 24 hours. Some Class 6 roads may have a longer completion time. Once the snow plows have advanced far enough ahead, send sander out.

Sidewalk plowing is to be done on a priority basis as shown in Appendix J. The first priority will ensure sidewalks are plowed on the Underpass and then Portage Avenue to the Civic Centre, then Church Street to Victoria Avenue and Victoria Avenue to Scott Street.

One sidewalk plow will then plow the north side of Scott Street to Colonization Road East and then the north side of Second Street East to Central Avenue then complete the Downtown Priority #1 area. The Second plow will start plowing on Third Street West to King's Highway out to Wal-Mart. Then plow the south side of Highway 602 from Armstrong Place to Keating Avenue and then proceed to complete the west end. After the west end is complete, the second plow will move to area #2 north of the CNR.

Loaders will plow lanes from the Downtown area outwards when their priority lists are done.

All lanes will be plowed in 48 – 60 hours and all sidewalks will be plowed in 48 hrs. In the event of a declaration of a “Significant Weather Event” as outlined in Section 7, sidewalks will be plowed within 48 hours of the advertised end of the event.

In the case of a winter weather event on a weekend or holiday it is the responsibility of the on-call person to call in a crew to plow the roads according to the priorities set out in the policy.

See Section 7.00 for more information on the declaration of a “Significant Weather Event”.

SECTION 4.00 - SNOW REMOVAL

4.01 General

Snow removal, at the discretion of the Manager of Operations and Facilities or Transportation Superintendent, will commence approximately 48 hours after a storm or as soon as plowing is complete. The following is the list of snow removal areas in order of priority:

1. Downtown snow removal area
2. The overpass and underpass
3. Municipal parking lots (when necessary)
4. Businesses and churches and halls outside Downtown area
5. Fire hydrants
6. Intersections
7. Lane entrances
8. Priority routes
9. Residential streets

4.02 Downtown Snow Removal Area

Once snow plowing operations are completed for the entire Town or once resources are available and there is a need to remove the snow (approximately 60cm banks of snow) the snow will be removed in the Downtown area. Snow removal services will only occur after regular business hours on Scott Street and Mowat Avenue, where side streets and other parts of Downtown area can be removed at any time.

Also, the task of removing the snow is at the discretion of either the Operations & Facilities Division Manager or the Transportation Superintendent. As a result, it is understood that snow removal services will take place prior to the Christmas parade event regardless of the size of the snow banks.

4.03 The Overpass and Underpass

All snow, to the guardrail on the east side of the Overpass on Colonization Road East will be removed, as warranted, at the discretion of the Manager of Operations and Facilities or Transportation Superintendent.

All snow in the underpass on Portage Avenue from Third Street East to Fifth Street East will be removed from concrete retaining wall to concrete retaining wall, as warranted, at the discretion of the Manager of Operations and Facilities or Transportation Superintendent.

4.04 Municipal Parking Lots

The Operations and Facilities Division is responsible for the removal of snow on the following parking lots:

- A) Municipal Lot on Portage Avenue
- B) Municipal Lot on Veteran Avenue
- C) Municipal Lot on Scott Street

- D) Civic Centre
- E) Arena/Library
- F) Municipal Parking Lot behind St. Mary's Church

All snow will be removed from these lots within seven days of a snowfall or series of snowfalls resulting in a total accumulation of 10cm of snow.

4.05 Businesses, Churches and Halls

The Operations and Facilities Division will, at the discretion of the Transportation Superintendent, remove snow from the boulevards fronting businesses, churches and halls located away from the downtown snow removal area.

All Businesses zoned commercial will receive this service. All Churches and Halls will receive this service.

4.06 Fire Hydrants

The Operations and Facilities Division will keep all hydrants free of snow banks and easily visible and accessible, as soon as possible after snow plowing and removal as outlined above is completed and manpower is available.

All hydrants outside the Downtown snow removal area have had hydrant markers installed to increase visibility for snow removal purposes and for the Fire Department to locate the hydrants.

4.07 Intersections

The Operations and Facilities Division will remove snow banks at all intersections to improve the sight lines for all motorists. Removal will be at the discretion of the Manager of Operations and Facilities or Transportation Superintendent and all snow will be removed for a distance of 15m from the intersecting face of curb.

4.08 Lane Entrances

As necessitated by conditions, all snow piles at lane entrances/exits will be removed to improve the sight lines for all motorists. Piles of snow will be removed at the discretion of the Manager of Operations and Facilities or Transportation Superintendent.

4.09 Priority Routes

Multi-lane priority routes will have all traffic lanes restored as soon as possible following completion of plowing. Snow removal to the gutter line and on boulevards will be carried out, at the discretion of the Manager of Operations and Facilities or Transportation Superintendent, when traffic lanes cannot be maintained and snow storage on the road allowance is not available.

4.10 Residential Streets

Snow removal on residential streets will take place only in extreme conditions and at the discretion of the Manager of Operations and Facilities or Transportation Superintendent. Snow

removal will be carried out when two (2) traffic lanes cannot be maintained and snow storage on the road allowance is not available.

4.11 Snow Dumps

The Operations and Facilities Division has established and will maintain one (1) snow dump. The primary snow dump is located west of McIrvine Road north of Eighth Street.

The Town will utilize other vacant, municipally owned property for the purpose of snow storage when available and of a benefit to the winter control operations.

SECTION 5.00 - SANDING / SALTING

5.01 General

Sanding/salting when required should normally follow after plowing operations. As a general rule, if the pavement is dry and the snow is not packing or sticking - do not sand.

Salt applied to snow forms a brine mixture. This reduces the possibility of the snow sticking to or packing on the pavement. It also prevents ice build-up and allows the plow to remove the snow easier. Salt, assisted by sun, traffic and warmer daytime temperatures, is also used as a melting agent to eliminate icy conditions. As the temperature gets lower, the effectiveness of the salt decreases until it becomes ineffective. Normally, salt should not be applied when the temperature is below - 12 C. However, in the presence of sun and heavy traffic volume, which creates a higher road surface temperature salt can be effective down to a temperature of - 18C.

The Operations and Facilities Division uses a salt/sand mixture of 20% salt and all references to salting/sanding operations refer to this particular mixture of 'sweetened' sand.

5.02 Roads

The minimum maintenance standard for treating icy roadway is:

- a) To deploy resources to treat an icy roadway as soon as practical after becoming aware that the roadway is icy; and
- b) To treat the icy roadway within the time set out for that class of highway, after becoming aware that the roadway is icy.

Class 3 roads must be treated within eight (8) hours.

Class 4 roads must be treated within twelve (12) hours.

Class 5 roads must be treated within sixteen (16) hours.

Class 6 roads will be treated as soon as practical during regular hours of work.

In the initial stages of a storm, sand/salt mixtures will be used to maintain road surfaces until snow accumulation warrants the use of snow plowing equipment. Continuous sanding/salting generally shall be carried out only during freezing rain or general icy conditions caused by failure of other treatments. A supply of straight salt will be kept on hand for extreme icy conditions. In the event of a declaration of a "Significant Weather Event" as outlined in Section 7, icy roadways will be addressed within the above stipulated timelines from the advertised end of the event.

5.03 Lanes

The Operations and Facilities Division will not sand/salt any lanes. Under extreme icy conditions the department will sand/salt lane approaches in the Downtown area only.

5.04 Sidewalks

The minimum maintenance standard for treating icy sidewalks is:

- a) To deploy resources to treat an icy sidewalk as soon as practical after becoming aware that the sidewalk is icy; and
- b) To treat the icy sidewalk within forty eight (48) hours after becoming aware that the sidewalk is icy.

In the event of a declaration of a “Significant Weather Event” as outlined in Section 7, icy sidewalks will be addressed within the above stipulated timelines from the advertised end of the event. No pure salt will be used on the sidewalks.

5.05 Parking Lots

The Operations and Facilities Division will sand/salt municipal parking lots under extreme icy conditions at the discretion of the Manager of Operations and Facilities or Transportation Superintendent.

SECTION 6.00 - ADVERTISING

6.01 General

The Operations Division will have the following advertisement published in the local paper early in the winter season. (The last two Thursdays in October).

SNOW AND ICE CONTROL QUALITY STANDARDS FOR THE FORT FRANCES OPERATIONS AND FACILITIES DIVISION

Roadway Clearing:

The maximum allowable snow accumulation for commencing snow clearing operations on priority one roads (Highways, Fire Route, Ambulance/Hospital Route, Schools, Rainycrest, Emergency Evacuation Route, and Truck Route) is eight (8) cm. All priority one roads will be brought up to satisfactory standards before work will begin on residential streets. Priority one roads will have a target completion of 12 hours for Class 3 roads and 16 hours for Class 4 roads, after eight (8) cm of snowfall.

Sidewalk Clearing:

Sidewalk clearing operations begin at the end of each snowfall or series of snowfalls resulting in a total accumulation of eight (8) cm. Sidewalks will be addressed such that accumulation will be less than eight (8) cm within 48 hours from the end of the snowfall event.

Lane Clearing:

Normal lane clearing operations begin at the end of each snowfall or series of snowfalls resulting in a total accumulation of eight (8) cm. This operation is usually delayed allowing road clearing to be well underway to prevent blocking of sidewalk and lane entrances.

Snow Removal:

Snow removal is done as required. In some cases, it is casted (blown) onto abutting town property if there is sufficient unencumbered land to accommodate the windrow. If not is loaded and trucked to the snow dump. All snow in the downtown snow removal area is trucked.

Traction Improvement:

Priority one roads will receive priority treatment. The level of service on all roads will generally be such that vehicular traffic has sufficient traction to operate. Particular attention will be paid to intersections and inclines. Sand is applied to sidewalks as required.

Parking Regulations:

Parking regulations will be strictly enforced at all times. In the event of snow removal operations temporary “No Parking” signs will be posted, and all street parking will be prohibited in the affected areas.

Significant Weather Event

In the event of a Significant Weather Event, a declaration will be advertised from the Operations and Facilities Division prior to the start of the event. The end of the event will also be advertised by the Operations and Facilities Division. All stipulated timelines for addressing roadways and sidewalks will commence starting at the advertised ending of the event.

For more information about Winter Operations call Milt Strachan, Transportation Superintendent at: 807-274-9893

SECTION 7.00 - DECLARATION OF A SIGNIFICANT WEATHER EVENT

7.01 Introduction

Should, through alert from Environment Canada, a threat for either snow or ice accumulation such that a danger will be posed to users of sidewalks and roadways within the Town of Fort Frances be forecast, it will be the responsibility of the Operations and Facilities Division Manager or Transportation Superintendent, at their discretion, to declare a “Significant Weather Event” to alert the residents of the Town and District to the potential risk.

The declaration of a “Significant Weather Event” may trigger the need to engage the Municipal Emergency Control Group (MECG). The engagement of the MECG shall be in accordance with the Town of Fort Frances Emergency Plan.

7.02 Declaration Procedures

Should it be determined that a declaration is required, the following methods will be used to alert the appropriate parties of the start of the declared event and the end of the declared event.

1. The Town of Fort Frances Facebook and Twitter pages
2. The Local Radio Station, 93.1 The Border
Randy Thoms – Ph: 274-5341 Cell: 276-0832 email: news@931theborder.ca
Darell Plummer – Ph: 807-468-3181 Cell: 807-466-1246 email: plummer.darell@radioabl.ca
3. The Local News Paper, Fort Frances Times
Ph: 274-5373 email: tips@fortfrances.com
4. The Local OPP Information Officer
Comm Centre – Ph: 1-888-310-1122
5. The Town of Fort Frances Fire Chief/CEMC
Tyler Moffitt – Ph: 274-9841 Cell: 807-271-0766 email: tmoffitt@fortfrances.ca

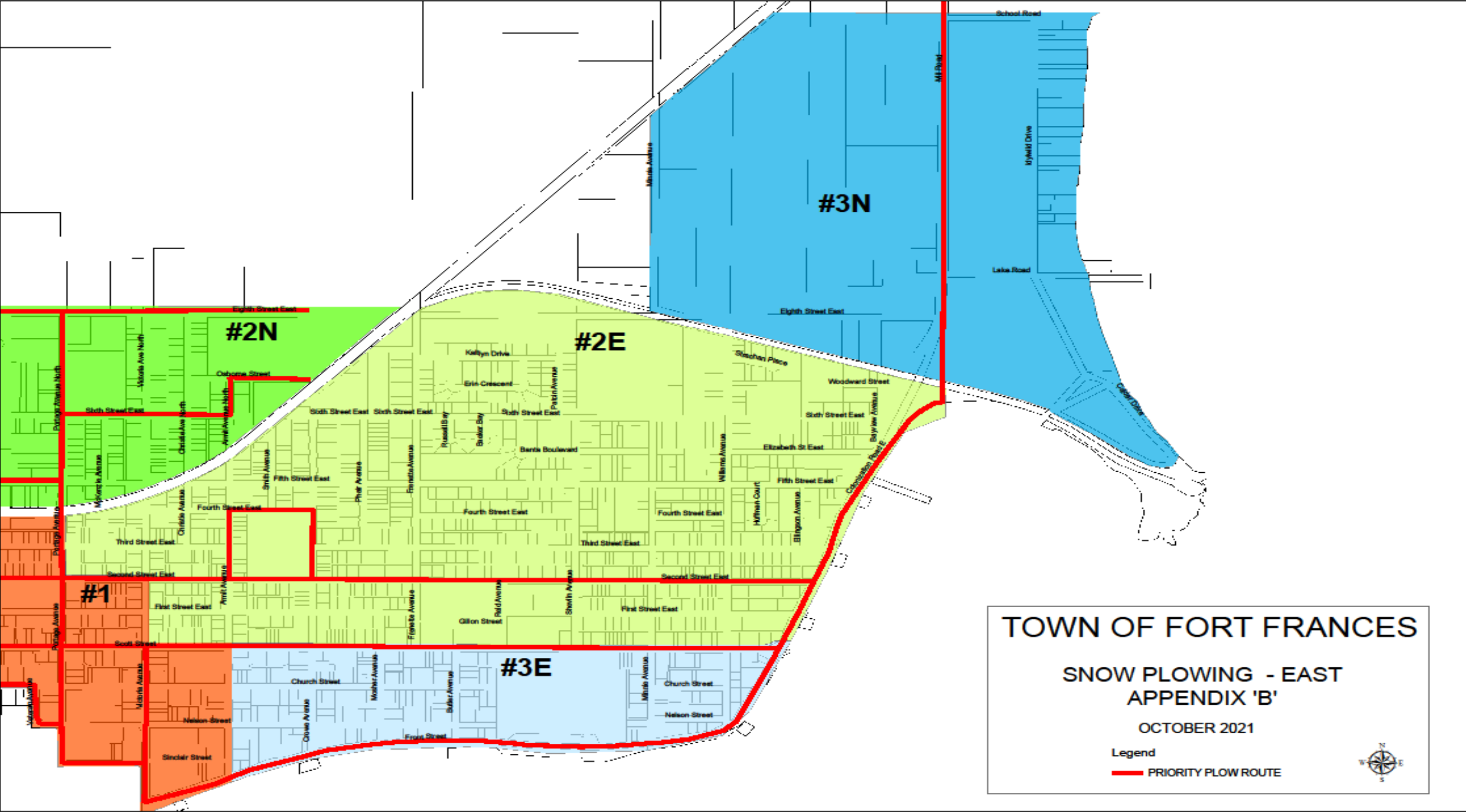
Other means to get the appropriate messaging can be used in addition to these listed at the discretion of the Operations and Facilities Division Manager or Transportation Superintendent.

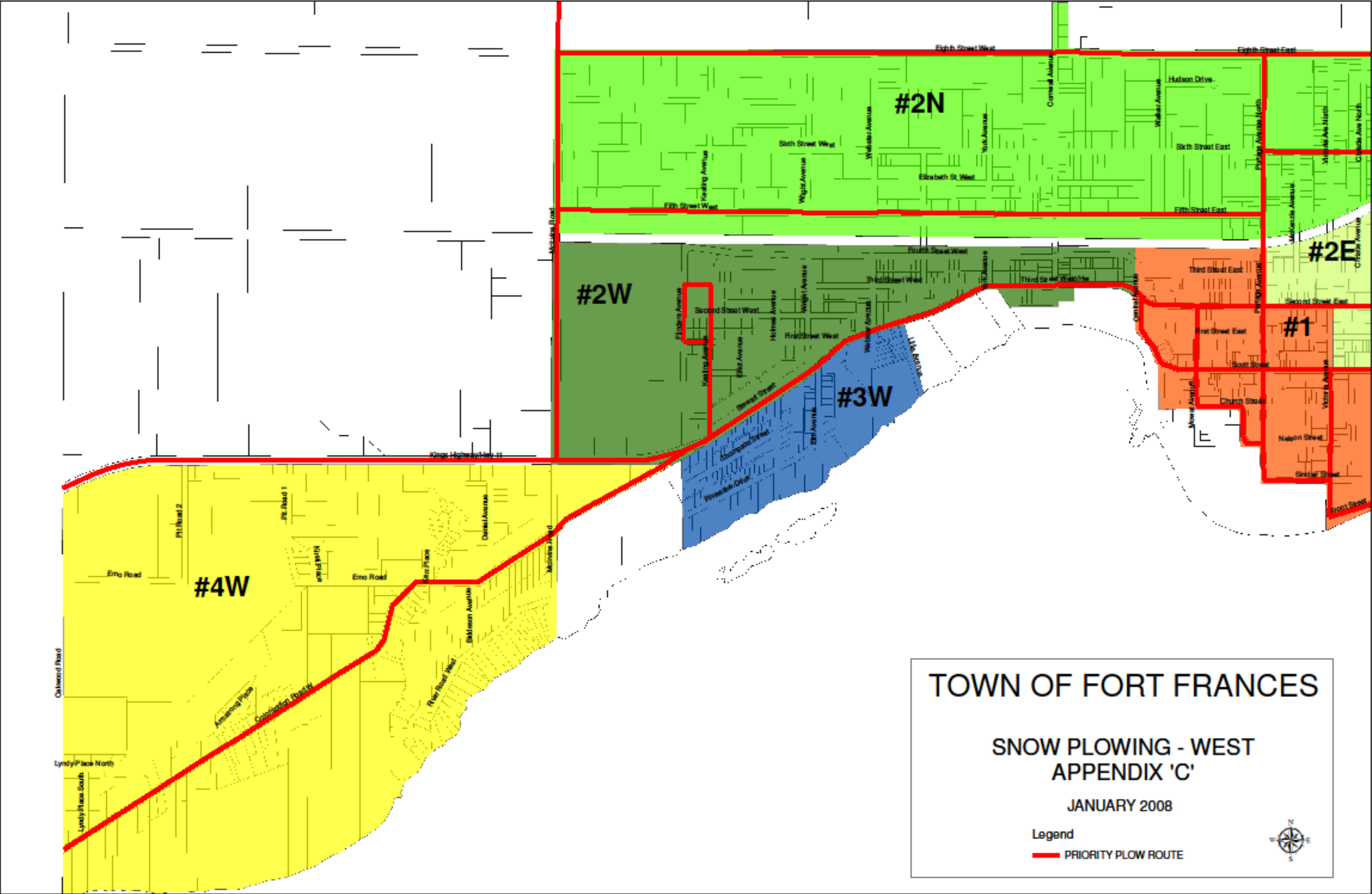
7.03 Declaration Wording

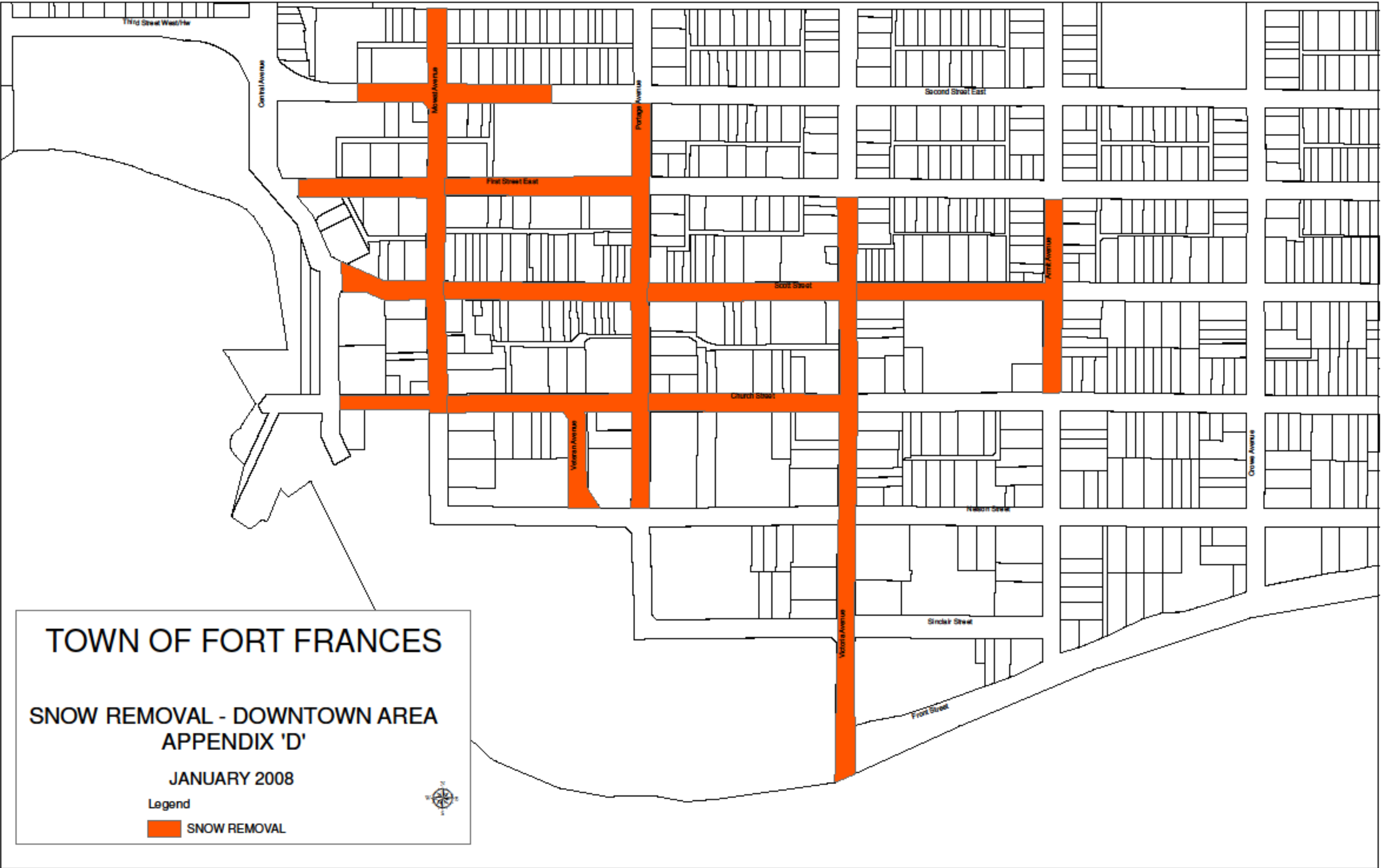
The Town of Fort Frances will use common wording and style for the information release surrounding a potential Significant Weather Event as would be for any other media communication. Appendix L contains the press release as well as the Facebook and Twitter messages to be utilized in the declaration of the start and end of a Significant Weather Event.

SECTION 8.00 - APPENDICES

- Appendix A - Snow Plowing Priorities Plan
- Appendix B - East Snow Plowing Areas
- Appendix C - West Snow Plowing Areas
- Appendix D - Downtown Snow Removal Area
- Appendix E - Loader (Unit #318) Snow Plowing Priority List
- Appendix F - Loader (Unit #317) Snow Plowing Priority List
- Appendix G - ~~Champion~~John Deere Grader (Unit #207) Snow Plowing Priority List
- Appendix H - ~~Champion~~CAT Grader (Unit #205516) Snow Plowing Priority List
- Appendix I - Plow Truck (Unit #1215) Snow Plowing Priority List
- Appendix J - Sidewalk Plow (Unit #305) Snow Plowing Priority List
- Appendix K - Maintenance Crew Sidewalk Snow Clearing & Deicing Priority List
- Appendix L - Declaration of a Significant Weather Event Press Releases
- Appendix M - Map of all roadway classes







Appendix E

LOADER (UNIT #318) SNOW PLOWING PRIORITY LIST

ROADS-CUL-DE-SACS/DEAD ENDS

Alternate between the east and west list on a monthly basis, as to which gets done first.

| | | |
|----------|---|------|
| October | - | East |
| November | - | West |
| December | - | East |
| January | - | West |
| February | - | East |
| March | - | West |

EAST END:

1. McKenzie Avenue at C.N.R.
2. Victoria Avenue at C.N.R.
3. Armit Avenue at C.N.R.
4. Crowe Avenue at C.N.R.
5. Russell Bay
6. Baeker Bay
7. Frenette Avenue (North of Kaitlyn Drive)
8. Erin Crescent
9. Patcin Avenue (North of Kaitlyn Drive)
10. Strachan Place
11. Woodward Street (Lane off Bayview Avenue)
12. Church Street (East of Butler Avenue)
13. Nelson Street (East of Butler Avenue)

WEST END:

1. Fourth Street (West of Wright Avenue)
2. Holmes Avenue (North of Third Street West)
3. Keating Avenue (North of third Street West)
4. Flinders Avenue (South of First Street West)
5. Webster Avenue (South of Highway)
6. Riverview Drive (East of Elm Avenue)
7. Riverview Drive (West of Keating Avenue)
8. Thompson Street (West of Keating Avenue)

9. McIrvine Road (South of River Road)
10. Old Shambles Road
11. Kerr Place
12. Kirsti Place
13. Armstrong Place
14. Lyndy Place North

LANES:

Start plowing lanes in priority area #2 West from the Downtown #1 priority area outward. When area #2 West is complete go to area #3 West and then to area #4 West. When the West is complete go to area #2 North and plow lanes east of Portage Avenue and then plow the lane on the 200 Block between Fifth Street West and Elizabeth Street.

Appendix F

LOADER (UNIT #257317) SNOW PLOWING PRIORITY LIST

DOWNTOWN – PARKING LOTS AND LANES

1. Municipal Lot on 400 Block of Portage Avenue
2. Municipal Lot on 300 Block of Veteran Avenue
3. Municipal Lot on 100 Block of Scott Street
4. Municipal Parking Lot on 300 Block of Nelson Street behind St. Mary's Church
5. Civic Centre Parking Lots behind OPP Garage and Fire Department (Transportation Superintendent will call both OPP Detachment and Fire Department to make arrangements to have vehicles moved. A time will be arranged for plowing and vehicles must be removed from parking lots before plowing takes place.)
6. Plow all lanes on 100 Block, 200 Block and 300 Block of Scott Street
7. Plow remaining lanes in the Downtown #1 priority area

When the Downtown Area is completed continue plowing lanes in priority #2 East from the Downtown #1 Area outwards.

When priority area #2 East is completed continue plowing lanes in priority area #3 East until completed.

Appendix G

JOHN DEERE GRADER (UNIT #207) SNOW PLOWING PRIORITY LIST

1. Leave the Shop and go east on Fifth Street to Portage Avenue, turn right and plow south to Scott Street. Turn right and plow all of Scott Street from Portage to Central Avenue, then Central Avenue from Scott Street to Third Street West.
2. Plow the north side of Third Street West and King's Highway from Central Avenue to Oakwood Road and then the south side back to Central Avenue.
3. Plow Highway 602 out to Oakwood Road and then back to King's Highway.
4. Plow the Downtown area until completed.
5. When the Downtown priority #1 area is complete 207 will start plowing area #2 West from the Downtown area outwards then go to area #3 West and then area #4 West.
6. When all the roads in the west have been completed 207 will go to area #3 East and plow until Town is completed.

Appendix H

CHAMPIONCAT GRADER (UNIT #205516) **SNOW PLOWING PRIORITY LIST**

1. Leave the Shop and go east on Fifth Street to Portage Avenue turn right and go south to Scott Street. Turn left on Scott Street and plow to Butler Avenue. Plow Butler Avenue past the entrances to the Ambulance Building so that they have plowed access to Scott Street and then continue plowing eastward on Scott Street to Colonization Road East.
2. Plow Colonization Road East to Overpass and continue on Mill Road (Highway) to the east town limits and back to Scott Street.
3. Plow all of Second Street from Colonization Road East to Central Avenue.
4. Grader #516205 will then go to the Downtown area until it is completed.
5. When the Downtown priority #1 area is completed 516205 will then plow Frenette Avenue from Scott Street to Fifth Street, Fifth Street from Frenette Avenue to Williams Avenue and Williams Avenue from Fifth Street to Second Street for access to the Arena and Schools in the east end of Town.
6. Grader #516205 will then plow priority area #2 from the Downtown priority #1 area outwards, then go to area #3 east until the Town is completed.

Appendix I

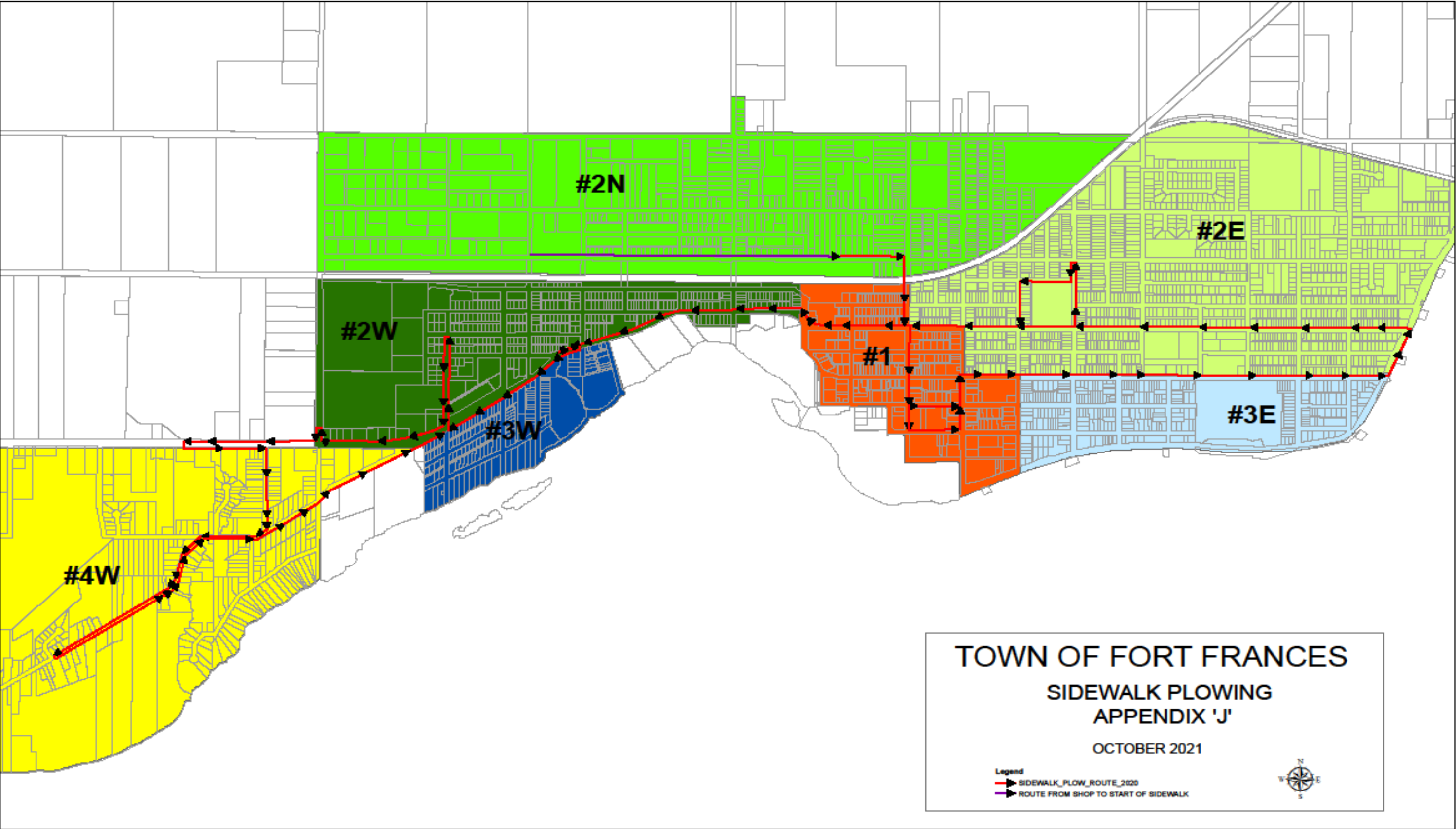
PLOW TRUCK (UNIT #125) SNOW PLOWING PRIORITY LIST

1. Leave the Shop and go west to the start of the four laner's on King's Highway at Pit Road #1.
Start plowing east down the centre of the four laner's to Central Avenue then up to Scott Street and down the centre of Scott to Colonization Road East and continue plowing the centre of Colonization Road East to the Overpass.
2. Plow the centre of Second Street from Colonization Road East to Central Avenue.
3. Plow all of Front Street from Victoria Avenue to the corner of Colonization Road East and Scott Street.
4. The plow truck would then begin at the south side of the Underpass and plow the North end priority route.
5. When North priority route is complete plow area #2 North until complete.
6. Plow area #3 North until complete.

Appendix J

SIDEWALK PLOW (UNIT #305) SNOW PLOWING PRIORITY LIST

1. Leave Shop and go east on Fifth Street. Plow sidewalk on Fifth Street to Portage then through the Underpass on the west side of Portage Avenue up to Second Street East and then plow the east side of Portage Avenue from Third Street East to the Civic Centre, then plow the north side of Church to Victoria Avenue and the west side of Victoria Avenue back to Scott Street.
2. Plow the north side of Scott Street from Victoria Avenue to Colonization Road East. Then do north side of Second Street from Colonization Road East to Crowe Avenue and plow the east side of Crowe Avenue from Second Street to Fifth Street and then the west side of Crowe Avenue from Fifth Street to Fourth Street, then go to Armit Avenue and plow the east side from Fourth Street to Second Street. Return to Crowe Avenue and plow the north side of Second Street from Crowe Avenue to Central Avenue.
3. Plow south side of Highway 602 from Armstrong Place to Keating Avenue.
4. Plow the Downtown Priority #1 area.
5. Plow area #2 East, #2 West, #3 West, #3 East and #2 North in that order.



Appendix K

MAINTENANCE CREW SIDEWALK SNOW CLEARING & DEICING PRIORITY LIST

1. The first area of response in the morning after snow accumulation will be to remove snow from sidewalks at the Civic Centre and then the walkway between the parking lots behind the Fire Hall and OPP Garage. Sidewalks will be cleared to all exits behind the OPP building and a one (1) metre path will be cleared behind the OPP Garage doors to prevent ice build-up. Salt or Ice Melt will be applied to these sidewalks as required.
2. The west sidewalk at the Underpass on Portage Avenue will be plowed with the walk behind snowblower.
3. The Downtown corners will have any windrows left from plowing and snow removed. Salted Sand or Ice Melt will be applied to these corners as required.
4. The Museum sidewalk and Rainy Lake Square site and sidewalk will have snow removed and Ice Melt will be applied as required, by Parks crew.
5. Ice build up will be removed from the Underpass and Overpass when required. Salted Sand or Ice Melt will be applied to these areas when required.

Appendix L

The following wording will be utilized on social media to declare a Significant Weather Event. The wording will be posted on the Town's Facebook and Twitter accounts.

Facebook

The Town of Fort Frances at __:__ on _____, 20120 is declaring the start of a Significant Weather Event. During this time, we are asking residents to limit their use of roadways and sidewalks within the Town of Fort Frances for the safety of the public. All On Street Parking is prohibited between the hours of 7:30pm and 7:30am until the termination of this declaration Please continue to monitor Facebook and 93.1 The Border for updates.

The Town of Fort Frances at __:__ on _____, 20120 is declaring the end of the Significant Weather Event. We want to thank residents for their cooperation as crews worked to clean up from this event.

Twitter

The Town of Fort Frances at __:__ on _____, 20120 is declaring the start of a Significant Weather Event. All On Street Parking is prohibited between the hours of 7:30pm and 7:30am until the termination of this declaration. Please limit your use of sidewalks and roadways for the safety of the public.

The Town of Fort Frances at __:__ on _____, 20120 is declaring the end of the Significant Weather Event. Thank you for your cooperation with clean-up efforts.



FOR IMMEDIATE RELEASE

~~October 11, 2018~~DATE

FROM: Town of Fort Frances Operations and Facilities Division

Declaration of Significant Weather Event

The Town of Fort Frances Operations and Facilities Division, through winter weather monitoring activities, is following a system that could bring a winter weather storm to the Town of Fort Frances that could pose a risk to the users of the roadways and sidewalks within the Town of Fort Frances. The Operations and Facilities will continue to proactively manage this Significant Weather Event and will continue to do so to ensure the public, properties and critical infrastructure are all protected during this event.

This Significant Weather Event declaration comes in to effect at __:__ on _____, ~~2018~~2020. The Town of Fort Frances will declare the ending of this event at such time as the municipality deems it is suitable to do so. During this time, we are asking residents to limit their use of roadways and sidewalks within the Town of Fort Frances for the safety of the public. During this declaration all on-street parking is prohibited between the hours of 7:30pm and 7:30am with the exception of the Downtown core.

We would like to remind the public to stay clear of work areas to allow Town crews to address accumulation on the roadways and sidewalks. Also, please remember calendar parking is still in effect between 7:30am and 7:30pm and if possible to remove vehicles from roadways to aid in work efforts. This will ensure the safety of the public and Town crews.

We recommend that the public continue to monitor 93.1 The Border for updates. Also, residents can call the Operations and Facilities Division Office at 274-9893 with any questions or concerns. This declaration is in accordance with Ontario Regulation 239/02 as amended.

-30-

Contact:

Travis Rob, Manager of Operations and Facilities
Town of Fort Frances.
(807) 274-9893
trob@fortfrances.ca



FOR IMMEDIATE RELEASE

October 11, 2018 DATE

FROM: Town of Fort Frances Operations and Facilities Division

Declaration of Significant Weather Event

The Town of Fort Frances Operations and Facilities Division, at __:__ on _____, ~~2012~~ declared a Significant Weather Event.

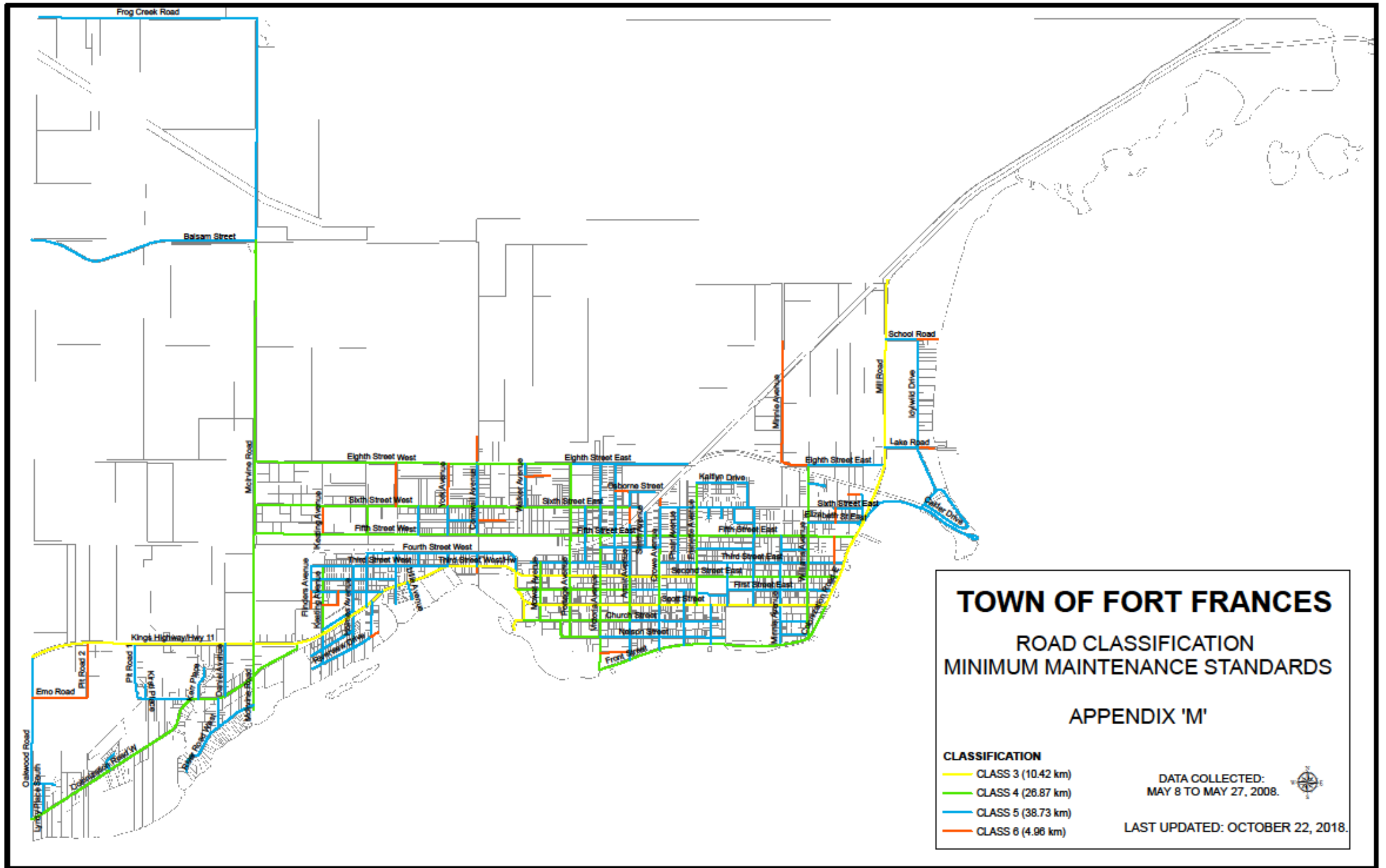
At __:__ on _____, ~~2012~~ The Town of Fort Frances declares the end of the Significant Weather Event.

We would like to thank the residents for working with the Operations and Facilities Division staff to ensure public safety while crews worked to clean up from this weather event.

This declaration is in accordance with Ontario Regulation 239/02 as amended.

-30-

Contact:
Travis Rob, Manager of Operations and Facilities
Town of Fort Frances.
(807) 274-9893
trob@fortfrances.ca



October 20, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Enter Into an agreement with Honeywell Process Solutions

Late in 2020 the Town purchased a new Honeywell FieldSense water meter reading, mapping and troubleshooting device and related software. Attached to this report is an agreement with Honeywell for the software licensing related to this device.

The Water Distribution operators and IT Manager have been working to get the unit setup and complete some training on the device to be sure they know how to use it properly. Honeywell had neglected to send the licensing agreement at the time of purchase and realized that as we are working on other matters relating to HVAC.

It is the recommendation of the Operations and Facilities Executive Committee to enter into a Master Field Sense Agreement with Honeywell Process Solutions and further that a by-law be passed to authorize the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a Master Field Sense Agreement with Honeywell Process Solutions and further that a by-law be passed to authorize the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Manager of Operations and Facilities

2021Oct20 - Enter Into Master Field Sense Agreement Honeywell.docx

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)



THIS Master Agreement, ("Agreement") made this _____ day of July, 2021 (the "Effective Date") by and between Elster Solutions, LLC a Honeywell company and a Delaware limited liability company, with offices located at 2101 City West Blvd, Houston, TX 77042 ("ELSTER" or "Honeywell") and **Town of Fort Frances, with offices at 320 Portage Avenue, Fort Frances, ON, (Public Works Dept.)**, ("Town" or "Buyer"). Elster and Town may be referred to individually as a "Party" or collectively as the "Parties."

The following document(s) together with this document comprise a single contractual arrangement between Buyer and Elster for the purchase and use of the items described herein, and their terms thereof shall replace any prior versions of these documents currently in place among the Parties:

1. HPS- Sales Terms and Conditions
2. HPS -Sales Terms and Conditions Addendum 1: Supplemental Terms
3. Software License Agreement
4. Software License Addendum 1: Supplemental Terms
5. Software Maintenance Agreement - Standard
6. FieldSense Agreement
7. Pricing

Any notice, demand or communication in connection with this Agreement, shall be in writing and may be delivered by hand or by first class postal service addressed to the recipient at its registered office or principal business address, and marked for the attention of the following individuals:

For Honeywell: Jennifer Phan, General Counsel
 2101 CityWest Blvd
 Houston, TX 77042
 email: Jennifer.Phan@Honeywell.com

For Buyer: Name/Title
 Address:

IN WITNESS, WHEREOF, the Parties have executed this Agreement in duplicate counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

ELSTER SOLUTIONS, LLC

BUYER:

Town of Frances

Signature:

Name: Robert Henes
 Title: Commercial Manager
 Date: _____

Signature:

Name: _____
 Title: _____
 Date: _____

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)



HPS- Sales Terms and Conditions (Exhibit 1)

Honeywell Process Solutions-Smart Energy- Elster Solutions, LLC
Sales Terms and Conditions
(United States of America – English)



1. GENERAL DEFINITIONS

- 1.1. **"Affiliate"** means any entity that controls, is controlled by, or is under common control with, another entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity. The term Affiliate includes, among other entities, subsidiaries.
- 1.2. **"Agreement"** means the written agreement, including these Sales Terms and Conditions and any addendum to them ("Addendum") together with relevant Orders, made between Buyer and Honeywell for the Deliverables.
- 1.3. **"Buyer"** means the entity issuing an Order.
- 1.4. **"Buyer Personal Data"** means Personal Data received by Honeywell from or on behalf of Buyer in connection with Honeywell's performance of its obligations under the Order as more particularly described in this Agreement.
- 1.5. **"Deliverables"** means equipment and parts (collectively **"Products"**), services (**"Services"**) and Software, each supplied or licensed by Honeywell to Buyer under an Order.
- 1.6. **"Honeywell"** means Elster Solutions, LLC or, the Honeywell International Inc. Affiliate that accepts the Order.
- 1.7. **"Order"** means a Buyer purchase order accepted by Honeywell.
- 1.8. **"Party"** means Honeywell or Buyer and **"Parties"** means both.
- 1.9. **"Personal Data"** means the definition in the EU General Data Protection Legislation (GDPR) (Regulation (EU) 2016/679) regardless of the applicable privacy laws.
- 1.10. **"Software"** means software (in any form, including as a service) and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under the Agreement or a separate agreement.

2. DELIVERY AND ACCEPTANCE

- 2.1. Delivery terms are EX-Works (INCOTERMS 2010) Honeywell's facility. Title to Products passes to Buyer when Honeywell places Products at Buyer's disposal at Honeywell's facility. Buyer grants Honeywell a security interest in Products until paid in full, subject to applicable law. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery. Honeywell will, at its option, repair, replace, or re-perform rejected Deliverables.
- 2.2. If a delivery hereunder is delayed due to Buyer's actions or inaction, Honeywell may extend delivery time equal to the length of such delay and shall be entitled to receive compensation for reasonable costs incurred by Honeywell resulting from such delay.
- 2.3. Honeywell will invoice handling costs, including for additional storage and logistics, if Buyer does not take delivery within 30 days after Honeywell sends written notice to Buyer that the Deliverables are available for delivery.

3. PAYMENT

- 3.1. Buyer will pay invoices within 30 days from the date of invoice to the account specified by Honeywell with immediately available funds through electronic transfer. Honeywell may submit invoices electronically. Payment must be made in U.S. currency unless agreed otherwise in the Order.
- 3.2. Buyer must provide the following remittance information when making a payment: (a) invoice number, (b) amount paid. Payment must be in accordance with the "Remit To" field on each invoice. If remittance information is missing, Honeywell will invoice service fee of \$ 500 for each such occurrence.
- 3.3. Honeywell may make partial deliveries that will be invoiced as they are delivered.
- 3.4. Honeywell may also increase price and recover associated costs, for the following that occur between the date of the Order and delivery: (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, and (e) increases in costs of industrial metals as published by the London Metal Exchange (<https://www.lme.com>)
- 3.5. If Buyer pays late, Honeywell may: (a) suspend deliveries until all delinquent amounts and late interest, if any, are paid, (b) repossess Products or software for which payment has not been made, (c) charge interest for non-payment at lesser of 1.5 % per month for each full or partial month or the maximum legal rate available under governing law, (d) recover all costs of collection, including but not limited to reasonable attorneys' fees, and (e) combine any of the above rights and remedies as may be permitted by applicable law.

- 3.6. If Buyer does not dispute an invoice within 15 days after invoice date, Buyer has waived the right to do so. Honeywell reserves the right to correct any inaccurate invoices.

- 3.7. Buyer may pay by following credit cards: Visa, MasterCard or American Express. Honeywell accepts credit card payment only if the credit card is charged on the same day Honeywell invoices Buyer or before the date of the Honeywell invoice.

- 3.8. Buyer may not set off invoiced amounts against sums that are due from Honeywell. Honeywell extends credit only if Buyer maintains acceptable credit standing.

4. TAXES

Honeywell invoices for taxes, duties and charges, which are Buyer's responsibility, unless Buyer provides acceptable exemption verification.

5. FORCE MAJEURE AND DELAY

Except payment obligations, neither Party is liable for failure to meet its obligations affected by a force majeure event. If performance is so delayed longer than 90 days, either Party can terminate the Order with notice. If Buyer causes delay, Honeywell is entitled to adjust price, schedule and other affected terms.

6. WARRANTIES

- 6.1. Honeywell warrants Honeywell Products comply with applicable Honeywell specifications and are free from material defects in workmanship and material for 12 months after date of delivery, and Services materially comply with defined requirements for 30 days from the date services are performed. Third party warranties, if any, are transferred to Buyer to the extent Honeywell has the right to transfer. Honeywell will, at its option, repair or replace defective Products, if returned to Honeywell within the warranty period, and re-perform defective Services if notified to Honeywell during the warranty period. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer.

- 6.2. Honeywell is not, and will not be, liable for defects attributable to: (a) non compliance with Honeywell's instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, abuse, or negligence, or (d) damage caused by failure of any item or service not supplied by Honeywell.

- 6.3. WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE REMEDIES IN THIS SECTION ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF HONEYWELL RELATED TO THE ORDER WILL IN NO CASE EXCEED THE LESSER OF THE INITIAL ORDER PRICE OR US \$1,000,000. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.

8. PATENT AND COPYRIGHT INDEMNITY

- 8.1. Honeywell will defend any suit against Buyer claiming that a Deliverable infringes a valid United States patent or copyright existing as of the Agreement effective date and will indemnify Buyer for any final judgment against Buyer resulting from the suit provided Buyer: (a) gives Honeywell prompt notice when Buyer becomes aware of a third-party claim, (b) gives complete authority and assistance (at Honeywell expense) for disposition of the claim, and (c) makes no prejudicial admission about the claim.
- 8.2. Honeywell has no liability, and Buyer will indemnify Honeywell for claims related to: (a) Deliverables supplied per Buyer designs, drawings or specifications, (b) Deliverables used other than for the purpose for which they were delivered, (c) combining a Deliverable with a product or software not supplied by Honeywell, (d) modification of a Deliverable by anyone other than Honeywell, (e) compromise or settlement made without written Honeywell consent, or (f) Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Honeywell has no liability for Buyer's costs or attorney fees.
- 8.3. If an infringement claim is made or is likely, Honeywell may at its option and expense: (a) procure the right for Buyer to continue using the Deliverable, (b) modify the Deliverable to be non-infringing, or (c) accept return of the Deliverable (and terminate Buyer's applicable software license) and credit Buyer

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
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Honeywell

HPS -Sales Terms and Conditions Addendum 1: Supplemental Terms (Exhibit 2)

(United States of America – English)

Honeywell

Capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements, between the Parties.

1. SUPPLEMENTAL TERMS RELATED TO WARRANTIES

1.1 Goods Warranty

Honeywell warrants that goods shall be delivered free of defects in material and workmanship. The warranty remedy period for goods shall end:

- (a) For meters and modules: twelve (12) months after date of shipment.
- (b) For handheld meter reading units: sixty (60) months after date of shipment.
- (c) For belt clips and optical probes: twenty-four (24) months after date of shipment.
- (d) For all other "goods" including gatekeepers, routers, repeaters, AGI nodes, mobile interrogators, VIDs: twelve (12) months after date of shipment.

All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

1.2 Goods Remedy

If a nonconformity to the foregoing warranty is discovered in the goods during the applicable warranty remedy period under normal and proper use, and provided the goods have been properly stored, installed, operated and maintained (Buyer to provide proper records), and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) repair or replace the nonconforming portion of the goods, or (ii) refund the portion of the price applicable to the nonconforming portion of goods.

1.3 Services Warranty

Honeywell warrants that services shall be performed in a good and workmanlike manner. The warranty remedy period for services shall end ninety (90) days after the date of completion of services.

1.4 Services Remedy

If a nonconformity to the foregoing warranty is discovered in the services during the applicable warranty remedy period, and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) re-perform the nonconforming services or (ii) refund the portion of the price applicable to the nonconforming portion of the services.

1.5 Water and Gas Module Battery Warranty (to the extent applicable to this purchase)

Honeywell warrants that the water and gas module batteries shall be delivered free of defects in material and workmanship. The Module Battery warranty period shall be twenty (20) years after date of shipment.

1.6 Water and Gas Module Battery Remedy (to the extent applicable to this purchase)

If a warranted battery nonconformity is discovered in the Modules during the first 10 years from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed, operated and maintained (Buyer to provide proper records), and the nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell shall, at its sole option, either (i) repair or replace the nonconforming portion of the Module, or (ii) refund the portion of the price applicable to the nonconforming portion, less a prorated benefit the Modules have provided. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

If a warranted battery nonconformity is discovered in the Modules in years 11 through 20 from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed,

operated and maintained (Buyer to provide proper records), and the battery nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell's sole obligation will be to provide Buyer with a discount on substantially equivalent replacement product at a prorated percentage, applied towards the published list prices in effect in the year the product is determined to be nonconforming, as determined by Honeywell through RMA, in accordance with the following schedule:

| Years | Discount off of List Price |
|-------|----------------------------|
| 1–10 | Does Not Apply |
| 11 | 50% |
| 12 | 45% |
| 13 | 40% |
| 14 | 35% |
| 15 | 30% |
| 16 | 25% |
| 17 | 20% |
| 18 | 15% |
| 19 | 10% |
| 20 | 5% |

1.7 Additional Warranties

Notwithstanding the foregoing, certain warranties may be provided under the System License Agreement, the System Maintenance Agreement and the Handheld Unit Maintenance Agreement, but any such warranties are subject to the terms thereof and do not apply to the goods and services warranted in this Section.

1.8 Warranty Returns

For warranty returns of Honeywell manufactured products, Buyer will pay freight to Honeywell point of manufacture. Honeywell will provide all freight charges for return of repaired or replaced items from its factory. After expiration of the warranty period, Buyer is responsible for payment of any support or maintenance agreements for computer hardware and/or third party software used in the system.

1.9 Exceptions

In no event, shall Honeywell be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at Buyer's risk and expense. Honeywell shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; (iv) have been used in a manner contrary to Honeywell's instructions; or (v) are comprised of materials provided by or a design specified by Buyer.

Honeywell makes no system performance guarantees and offers no warranties as to the operation, function or performance of unapproved WAN solutions. Honeywell assumes no responsibility and offers no warranty for system components impacted by the use of unapproved WAN solutions. Use of unapproved WAN solutions nullifies all stated system performance guarantees.

The foregoing warranties are exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied, and all other warranties including any implied warranties of merchantability or fitness for a particular purpose, non-infringement or usage of trade are hereby disclaimed. The remedies stated herein constitute Buyer's exclusive remedies and Honeywell's entire liability for any breach of warranty. Notwithstanding the foregoing, goods and equipment manufactured by others and supplied by Honeywell, are warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer ("third party warranties"). For avoidance of doubt, third party

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Software License Agreement (“SLA” - Exhibit 3)
SOFTWARE LICENSE

1. **Agreement.** The specific software for which you have contracted and licensed (the “**Software**”) will be identified in a print or electronic document identified as “proposal”, “order”, “agreement” or similar name (the “**Order Form**”). Order Forms identify each transaction’s contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements, or policies and references to Order Form includes such documents. The Order Form together with this software license (the “**Software License**”) form a single contract (the “**Agreement**”).
2. **Parties.** “Honeywell”, “we”, “us” or “our” means Honeywell International Inc. or Affiliate(s) who execute or assent to the Order Form. “You” or “your” means collectively the other entities executing or assenting to the Order Form. “Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.
3. **License.** Subject to your payment of the fees set out in the Order Form, and strict compliance with the terms of this Agreement, we grant you a restricted, personal, limited, nontransferable, nonexclusive license, without right of sublicense, to use the Software, including any updates, upgrades, error corrections, changes or revisions to the same provided by Honeywell, and the related documentation for such Software (the “**Documentation**”), in each case solely for your internal business purposes and solely by the number of authorized users and in accordance with any limitation on scope or use in the Order Form (the “**Use Rights**”). You may not use or allow use of the Software for processing data of any person or entity other than you or your Affiliates except as agreed by us in writing. The Software license granted is effective on the date you first download, install or use the Software, and continues for the duration specified in the Order Form.
4. **Acceptable use.** You may not without our prior written consent: (a) copy (except for backup purposes), modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer in any manner the Software or any license rights; (b) use the Software for other than for the Use Rights; (c) create derivative or merged works of the Software or separate the component parts of the Software; (d) input, upload, transmit or otherwise provide to or through the Software, any unlawful, injurious or malicious information, materials or code; (e) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons regarding the Software; (f) alter or remove any proprietary rights notices or legends on or in the Software; (g) use our trademarks, service mark, logos; (h) access or use or allow direct or indirect access or use of the Software for development, provision or use of a competing software service or product; (i) disclose any source code of which you become aware; or (j) disclose keys required to use the Software to any third party, except as explicitly provided for herein or circumvent any license management, security devices, access logs, or other software protection measures or modify, tamper with, reverse engineer, reverse compile or disassemble keys. Upon use of a new software key, you will not use the old key. You will not allow or enable a third party to engage in any of the foregoing. Any violation of the restrictions set forth in this Section shall constitute a breach of your Use Rights under this Agreement. There may be measures in the Software to prevent unlicensed or illegal use of the Software.
5. **Third-Party Use.** Except as stated in this License, you may not without our prior written consent, permit third parties to use the Software, except you may permit Affiliates and service providers (including data center or cloud providers) to access the Software solely for the purpose of providing services to you for your Use Rights and provided that you bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions.
6. **Support.** Unless agreed otherwise in writing, we do not provide any support, maintenance, installation or training. You may purchase ongoing software maintenance and support and related services from us for mutually agreed fees. You are responsible for selection of the Software and proper installation and use including verifying the results obtained from use and taking appropriate measures to prevent loss or theft of data. We are not responsible for any injury or damage to any persons or property resulting from the use by you of the Software. You will take precautions, establish procedures and post notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Software. We are not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.
7. **3rd Party Licenses.** We may use open source software (“**OSS**”) and to the extent required by the licenses covering OSS, the terms of such licenses will apply to OSS in lieu of this Agreement. To the extent the licenses applicable to OSS: (i) prohibit any restriction with respect to such OSS, such restriction will not apply to such OSS; and (ii) require us to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. If required by our written contract with them, certain of our licensors are third party beneficiaries of the Agreement.
8. **Termination.** We may terminate immediately upon notice if you breach your obligations, including your Use Rights, engage in conduct that infringes our IPR or if you are insolvent, attempt to obtain protection from creditors or wind down operations. Upon termination or expiration you must immediately stop use of Software and return, destroy or delete, as directed by us, all copies of Software and associated keys and the license to the Software ends.

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(United States of America – English)



Software License Agreement Addendum 1: Supplemental Terms (Exhibit 4)

HCE Software License Addendum 1: Supplemental Terms
(United States of America – English)



Capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements, between the Parties.

SUPPLEMENTAL TERMS RELATED TO CONNEXO SOFTWARE LICENSE AND FEES:

1. CONNEXO SYSTEM LICENSE FEE STRUCTURE

1.1 Connexo license fees are determined by the size of the deployment (number of endpoints) and the features selected. For Netsense the base license fee includes the cost of the software, firmware, middleware, database and other third-party application software built into the Connexo application. For Insight, FieldSense and Route Manager, the base license fee includes the cost of the software, middleware, and other third-party application software built into the Connexo application. Base license fees and incremental license fees are invoiced after completing Connexo installation and onsite training. If the total number of AMI / AMR devices increase beyond the limits of the assigned tier, Buyer must upgrade to a higher tier and corresponding upgrade, backup and test system fees apply. Honeywell will conduct quarterly audits to determine if additional license fees are due. Any additional fees due will be invoiced following the audit with payment due thirty (30) days from the date of invoice and as provided in the EULA. No credit will be given following quarterly audits reflecting fewer meters on the system.

1.2 Applicable to Netsense, Insight, Route Manager and FieldSense, the Connexo system configuration depends on the size, and needs of the Buyer and includes the Connexo software with support for the following AMI/AMR devices: (a) Connexo/EnergyAxis residential electric endpoints, (b) Connexo/EnergyAxis commercial and industrial electricity endpoints, (c) Connexo/EnergyAxis Gatekeepers or Routers and (d) Connexo/EnergyAxis repeaters.

1.3 Applicable to Netsense only, each system includes two instances; one for production and one which may be used for back-up or test. Additional backup and test systems are available at incremental license fees.

1.4 Applicable to Netsense, Insight, Route Manager and FieldSense, the system tiers are based on size of deployment, beginning from 5,000 endpoints up to millions of endpoints.

1.5 Applicable to Netsense, Insight, Route Manager and FieldSense, the volume packs may be added to system tiers to achieve the desired quantity of endpoints.

1.6 Applicable to Netsense only, each system includes a license for AxisDetect, a geospatial tool which provides the topology of the AMI network and graphical network management functions to client end-users. Associated license fees for Google Maps are also included.

1.7 Applicable to Netsense and Insight only, the license fee is for the current version of the Software only, and does not include upgrades of the Software for Major Releases (defined herein). Major Release is a software upgrade that includes a significant functional change and are identified by a change in the whole number of the Application version number (i.e., 2.0.0 to 3.0.0). Software upgrade fees may apply in accordance with the Software Maintenance Agreement between the parties.

2. ADDITIONAL/OPTIONAL LICENSE FEES

Optional licenses are available for Honeywell supported Network Devices (defined herein below). Fees are based on the endpoints associated with each optional license. A Network Device is an individual appliance, component or peripheral from which the Buyer collects and analyzes data using the Software.

2.1 Street Lighting Nodes (applicable to Netsense only)

2.2 Water Modules: The Water option includes a site license, and one instance and installation of Route Manager, the software required to install and configure EA_Water modules and create marriage files, and setup and maintain data collection routes (applicable to Netsense only). Additional instances of Route Manager may be installed at a fee.

2.3 Gas Modules: The Gas option includes a site license, and one instance and installation of Route Manager, the software required to install and configure EA Gas modules, and create marriage files, and setup and maintain collection routes. (applicable to Netsense only) Additional instances of Route Manager may be installed at a fee.

2.4 Third party meters (applicable to Netsense only)

2.5 Home Area Network (HAN) Devices (applicable to Netsense only)

2.6 Distribution Automation Devices. (applicable to Netsense only)

2.7 Wide Area Network (WAN) Enabled Meters. (applicable to Netsense only)

2.8 Applicable to Netsense, Insight, Route Manager and FieldSense, optional Features and Interfaces: Honeywell reserves the right to commercialize new features, endpoints and interfaces as optional add-ons to the base system features. Additional license fees may apply unless the feature or interface was part of the contractual scope jointly agreed between Honeywell and the Buyer.

2.9 System Expansion and Project Implementation Services: System expansions and project implementation services to deploy the Connexo system can be provided on time and material (T&M) basis, to be furnished upon request at the then-current rates.

2.10 Applicable to Netsense, VM Option: Honeywell provides, as a free of charge option, a pre-installed virtual machine image (VM) of the Connexo System for use in hosting the application in a VM environment. If the Buyer selects this option, the Buyer shall be responsible for any third party VM software, the support services of such hardware, or third-party hosting services fees

3. ORACLE LICENSE

Netsense, FieldSense and Insight (applicable to Insight only if the Buyer chooses the internal database option) may include source code that Oracle has provided as part of its standard programs. The terms of such licenses shall be governed by this Agreement.

4. LICENSED SOFTWARE APPLICATIONS:

Connexo Software Applications: (mark all those that apply)

Connexo Netsense: ____

Connexo Insight: ____

Connexo FieldSense: ____

Route Manager: ____

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Software Maintenance Agreement – Standard (Exhibit 5)

Honeywell Process Solutions – Smart Energy – Elster Solutions, LLC
HPS Software Maintenance Agreement – Standard
(United States of America – English)



Honeywell will provide system maintenance services ("System Maintenance Services" or "SMA") for the Software licensed to Buyer pursuant to that certain HCE Software License Agreement ("License") between the parties. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements between the parties.

1. DEFINITIONS

- 1.1 **"Error"** means either: (a) a material nonconformity to the then-current applicable specifications; or a defect which materially impairs use; or (b) a defect which materially impairs use.
- 1.2 **"Casual Consulting"** means telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including: (a) general support regarding proper utilization of the applicable Software (b) assistance with Buyer's user documentation and technical manuals provided with the Program, and (c) guidance on the Program's intended, normal use.
- 1.3 **"Firmware Functional Upgrades"** means a Firmware Functional Upgrade that includes significant functional changes. Firmware Functional Upgrades are typically identified by a change in the first number of the firmware version number (e.g., 2.0 to 3.0). Firmware Functional Upgrades may incur an upgrade fee and/or hardware change as determined by Honeywell.
- 1.4 **"Firmware Maintenance Updates"** means the Firmware Maintenance Updates that are primarily bug fixes. Minor functionality changes may also be included. Maintenance Updates are typically identified by a change in the second decimal of the firmware version number (e.g., 2.0 to 2.1).
- 1.5 **"Firmware Updates"** include gatekeeper and endpoint node updates (REX, A3 NIC, water module, gas module, etc.) for application firmware and/or radio firmware, and will be applied by Honeywell as required. Firmware Updates are categorized as Firmware Functional Upgrades and Firmware Maintenance Updates.
- 1.6 **"Maintenance Release"** is a Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Releases are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.0 to 2.2.1). Maintenance Releases are released as needed, typically 3 to 6 months apart.
- 1.7 **"Major Release"** is a software upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0 to 3.0.0). Software upgrade fees apply to Major Releases at a rate of up to twenty percent (20%) of Major Releases list price.
- 1.8 **"Minor Release"** means a Software Update that includes small functional changes. Minor releases are identified by a change in the first of the Application version number (i.e., 2.2.0.0 to 2.2.0.1) releases occur as needed to meet individual product market needs.
- 1.9 **"Patch"** means software patches that include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.0 to 2.2.2.1). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.
- 1.10 **"Route Manager Updates"** include one software update per year per instance of Route Manager. Support services include upgrade for one instance of Route Manager. If Honeywell is required to update multiple instances of Route Manager, additional service fees will apply.
- 1.11 **"Software Updates"** means the Major Releases, Minor Releases, Maintenance Releases and Patches included in the Support Services under this Agreement.
- 1.12 **"Technical Support"** means support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including: (a) Technical assistance specific to the operation of the Program, (b) Diagnosis and troubleshooting (c) Attempted replication of errors reported by Buyer. Honeywell shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error., (d) Remote installation of the applicable Program and Software/Firmware Updates, and (e) Over the Air (OTA) upgrades of Connexo network devices, meters and nodes, or upgradeable devices.

2. SUPPORT SERVICES

- 2.1 Support Services shall consist of Software Updates, Route Manager Updates, Firmware Updates, including Firmware Functional Upgrades and Firmware Maintenance Updates, as defined herein in Section 1.
- 2.2 Software Updates include distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD. Updates apply to the Software and modules originally licensed. Honeywell will specify any third party Software that Buyer is required to have for each Software Upgrade. To the extent Software Updates contain new third party Software, Buyer agrees to comply with all license terms associated with such software. Honeywell shall notify Buyer of new third Party Software when Software Updates are distributed, and Buyer's installation and use of Software Updates shall be deemed Buyer's acceptance of Third Party Software license terms, and Buyer's agreement to be bound by such license terms. To the extent Third Party Software license terms are inconsistent with the terms of the License, third Party Software license terms

shall control with respect to the third Party Software.

- 2.3 Support Services are available for the latest commercially released version of the Program (N), and for the previous commercially released versions of N-2 and older. With each new release of the Program, the version purchased by the Buyer will age by (-1). Versions N and N-1 are fully supported. Version N-2 signifies the Program has reached end of life, and system support is limited to emergency recovery for Severity 1 issues. Honeywell will not provide security or functional updates for commercially released versions of N-2 and older. If Buyer continues to use an N-2 or older version of software, Buyer is responsible for taking measures to reduce the security risk, including but not limited to limiting network access and physical access to the system. N-2 systems are subject to standard SMA fees plus a 30% adder. Version N-3 and older signify the Program has reached end of life and system support is limited to emergency recovery for Severity 1 issues if possible. If recovery is not possible, Buyer must upgrade its Program to continue operation. N-3 and older systems are subject to standard SMA fees, plus a 30% adder, plus a per-call hourly support fee of \$500.
- 2.4 The goal of Support is to identify and remedy defects or malfunctions in the Software causing them to fail to perform in accordance with the agreed specifications and documentation ("Problems"). Honeywell may make new versions of the Software available containing material upgrades, updates, or enhancements or new features and functionality, as well as any interim combination of incremental or cumulative patches or fixes ("Updates") concurrently for all customers.

3. LEVELS OF SUPPORT

Honeywell offers the following levels of Support:

- 3.1 **9X5 Support-** Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, per customer specific time zone, including US Eastern, US Central, US Mountain and US Pacific time zones as applicable except for Honeywell holidays.
- 3.2 **12X7 Support-** Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM US Eastern, including Honeywell holidays. Alternate hours are available for an additional fee.
- 3.3 **24X7 Support-** Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM US Eastern and technical support 8:00 PM – 8:00 AM US Eastern, including Honeywell holidays.
- 3.4 **Emergency On-Site Support-** Available for a Severity 1 issues, as defined in Section 4, that occur outside of contracted support hours for customers on 9x5 or 12x7 support plans. Emergency support excludes upgrades and other requests made solely for the business convenience of the Buyer. Emergency on call support is available 7 days a week, including Honeywell holidays. Emergency calls are directed to a Honeywell support representative. If the support representative is unavailable to accept the call, callers will be directed to voice mail, and Honeywell's support representative will return the call within one (1) hour of receipt. Returned calls will be charged per fees described in Section 8.2 herein for Emergency On-Call Support.
- 3.5 Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect Honeywell's availability schedule will be communicated to the Buyer as soon as reasonably possible. Alternate hours are available for an additional fee Buyer's Selected Support.
- 3.6 **Buyer's Selected Support Level:** [Enter support level listed in Pricing]

4. SEVERITY OF BUYER CASES AND RESOLUTION TIMES

4.1 Severity

Honeywell will assign to each Problem properly reported (a "Reported Problem") a tracking ID and will prioritize, manage and respond to it based upon severity as described below.

| Level | Definition |
|------------|---|
| Severity 1 | The entire Software system is unusable, operational use has been suspended, and no workarounds have yet been identified. |
| Severity 2 | The Software system is usable, however, a serious problem exists that is repeatedly adversely impacting usage without an acceptable workaround |
| Severity 3 | The Software system has a problem that does not have a significant impact on the function or business process. An alternative solution or acceptable workaround exists. |
| Severity 4 | Product feature inquiry or minor problem that has minimal or no impact to operations. |

4.3

- 4.4 **Response.** Measurement of response time begins when we log a Reported Problem. Problems received outside Support Hours may be answered by an answering service and we may log them at the beginning of the next business day. We provide limited coverage outside of Support Hours but will work towards resolution of Severity 1 cases to the extent resources are available. For Severity 1 & Severity 2 issues, you must initiate a

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)



FieldSense Agreement (Exhibit 6)
Honeywell Process Solutions- Elster Solutions, LLC
FieldSense Agreement
(United States of America – English)



This FieldSense Agreement is governed by the HPS Sales Terms and Conditions, by and between Buyer and Honeywell, as well as the MeterSense License Agreement defined herein. In the event of any conflict between this FieldSense Agreement, the HPS Sales Terms and Conditions and any other Addenda, the terms and conditions of this FieldSense Agreement shall prevail with respect to the subject matter hereof. Capitalized terms used in this FieldSense Agreement and not otherwise defined have the meanings given to them in the respective Agreement or Addenda.

1. PURPOSE

This Agreement establishes a commitment between Honeywell and Buyer for the provision and system support for a FieldSense offering where Honeywell provides software and support needed to run the FieldSense system. This Agreement clarifies the responsibilities of each Party and the support and maintenance provided with the FieldSense system.

2. DEFINITIONS

2.1 **"Casual Consulting"** means telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including: (a) General support regarding proper utilization of the applicable Software; (b) Assistance with Honeywell's user documentation and technical manuals provided with the Program, and (c) Guidance on the Program's intended, normal use.

2.2 **"Error"** shall mean either: (a) a material nonconformity to the then-current applicable specifications; or (b) a defect which materially impairs use.

2.3 **"Maintenance Release"** is a Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Upgrades are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.2.0 to 2.2.3.0). Maintenance Upgrades are released as needed, typically 3 to 6 months apart.

2.4 **"Major Release"** – is a Software Upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0.0 to 3.0.0.0).

2.5 **"MeterSense Software"** means the Metercat software that is part of Connexo FieldSense and is being licensed to Buyer for Buyer's use pursuant to the terms and conditions of the Metersense License Agreement.

2.6 **"MeterSense License Agreement"** means the end-user license agreement for MeterSense Software that the Buyer is required to accept for any use, connection to, and/or access to the FieldSense system. The Buyer accepts by the MeterSense Software by clicking the "I ACCEPT" button or installing or using the MeterSense Software.

2.7 **"Minor Release"** – is a Software Update that includes small functional changes. Minor releases are identified by a change in the first decimal of the Application version number (i.e., 2.2.0.0 to 2.3.0.0). Minor releases occur as needed to meet individual product market needs.

2.8 **"Patch"** is a Software Patches include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.2 to 2.2.2.3). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.

2.9 **"Technical Support"** means support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including: (a) Technical assistance specific to the operation of the FieldSense system; (b) Diagnosis and troubleshooting; (c) Attempted replication of Errors reported by Buyer. Honeywell shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error and (d) Remote installation of the applicable Software.

2.10 **"Software Updates"** means the Major Releases, Minor Releases, Maintenance Releases and Patches included in the FieldSense Support Services under this Agreement. Software Updates include either by remote or hard-copy distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD.

3. FIELDSENSE SUPPORT SERVICES

For the term of the FieldSense Agreement, Honeywell will provide to Buyer, Casual Consulting and Technical Support for the FieldSense system, this includes Software Updates, Patches, Minor Releases, Major Releases and Maintenance Releases of the MeterSense Software.

FieldSense Support Services are available for the latest commercially released version of the MeterSense Software (N), and for the previous commercially released version of the Software (N-1). With each new release of the Software, the version purchased by Buyer will age by (-1). Versions N and N-1 are fully supported. Version N-2 signifies the MeterSense Software has reached end of life, and system support will be limited to Severity 1 issues defined herein below while allowing Buyer time to complete Software upgrades. Version N-3 signifies the MeterSense Software has reached end of life support, and thus no longer supported by Honeywell. Honeywell has no liability, and Buyer agrees to indemnify Honeywell for claims related to Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Buyer must upgrade its Software to continue system support. The Parties may amend this FieldSense Agreement to add additional modules licensed by Buyer, subject to additional Fees and terms. Honeywell reserves the right to commercialize uniquely new

features, endpoints and interfaces as optional add-ons to its base system features. Additional system maintenance fees may apply unless the feature or interface is part of a contractual scope jointly agreed to by the Parties. Support and maintenance of third-party software, such as the computer operating system, must be obtained from the supplier and is the responsibility of Buyer. Honeywell will provide support for embedded software within the Connexo FieldSense Software, subject to third-Party support terms to which Honeywell is a party.

4. TERM AND RENEWAL OF THIS AGREEMENT

The term of this FieldSense Agreement shall commence upon the installation, downloading, access or other use of the Metersense Software and shall continue for successive one year periods, which shall automatically renew (each year a "Renewal Term") under the same terms and conditions set forth herein without further documentation being required, subject to Honeywell's rights of revision as described below, and unless and until either Party terminates this FieldSense Agreement in accordance with the terms stated herein (the "Term").

5. FIELDSENSE HARDWARE/ TOOLS

5.1 The Honeywell CT-60 Handheld and the Bluetooth Optical Probe are optional, and warranted in accordance with the Warranty terms in the HPS Sales Terms and Conditions.

5.2 The Belt Clip Radio is required for EA Inspector and EA Installer deployments, and is warranted in accordance with the Warranty terms in the HPS Sales Terms and Conditions.

6. THIRD PARTY SOFTWARE

Honeywell will specify any third Party Software that Buyer is required to have for each Software Upgrade. To the extent Software Updates contain new third party Software, Buyer agrees to comply with all license terms associated with such software. Honeywell shall notify Buyer of new third party Software when Software Updates are distributed, and Buyer's installation and use of Software Updates shall be deemed Buyer's acceptance of third party Software license terms, and Buyer's agreement to be bound by such license terms. To the extent third party Software license terms are inconsistent with the terms of the Metersense License Agreement, third party software license terms shall control with respect to the third party software.

7. LEVELS OF SUPPORT

7.1 Honeywell offers the following levels of Support:

7.1.1 9 x 5 Support

Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, per customer specific time zone, including US Eastern, US Central, US Mountain and US Pacific time zones as applicable except for Honeywell holidays.

7.1.2 12 x 7 Support

Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM US Eastern, including Honeywell holidays. Alternate hours are available for an additional fee.

7.1.3 24 x 7 Support

Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM US Eastern and technical support 8:00 PM – 8:00 AM US Eastern, including Honeywell holidays.

7.2 Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect the Honeywell's availability schedule will be communicated to the Buyer as soon as reasonably possible.

7.3 **Buyer's Selected Support Level:** [Enter support level listed in Pricing]

7.4 To change support levels, Buyer must request such change in writing no later 90 days prior to the expiration of the then-current term. Honeywell will approve or reject the request in writing no later than 30 days prior to expiration of the then current term. If approved, Honeywell will invoice Buyer for the new level of support, payable within 30 days of the expiration of the then current-term, and all approved changes will be effective as of the effective date of the renewal term. Any change in support levels will be added as an amendment to the Selected Support Level table and to Pricing Schedule.

8. SEVERITY OF BUYER CASES AND RESOLUTION TIMES

8.1 Severity 1 Issues: means the system is not functioning, unavailable, or unusable, or billing data is lost. Defects are critical in nature, do not allow the system to fully operate or impact data integrity, do not have workarounds and demand immediate action. Data integrity is defined as 10% or more of the actively communicating meters not read or processed. Examples include: Connexo hangs; Can't login to GUI; Billing schedule fails to run or meter read success rate is unacceptable (below 90%), and WAN is properly functioning; Integration application fails (if provided by Buyer); Database needs to be recovered from a backup copy (system fail over). In addition to opening a case, the Buyer shall report Severity 1 issues via the Connexo support line (866-554-9007) using the Buyer specific PIN. Response time on Severity 1 Issues provides that Honeywell will acknowledge the customer call reporting such problems by phone or email within one

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)

Honeywell

Personalized Pricing information (Exhibit 7)

Date: DEC 11 2020

Purchase Order

To

Elster Solutions Canada Inc
PO Box 15679
Station A
Toronto ON M5W 1C1
Canada

Ship To

Town of Fort Frances
Public Works Dept.
960 Wright Ave N.
Fort Frances, ON
P9A 3J9

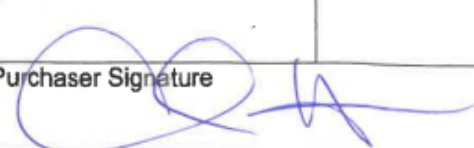
| | | |
|-------------------------|--------------|---------|
| Order # PO CM2020-01 | Delivery Via | Routing |
|-------------------------|--------------|---------|

Please Ship the Following Items as Specified

| Item | Quantity Ordered | Description | Unit Count | Unit Price | Total Amount |
|---------------|------------------|--|--------------|----------------------|--------------|
| 1. | 1ea. | RF Bolt Clip Interface Module | 1 | \$1611.21 | |
| 2. | 1ea. | Connexo FieldSense Server | 1 | \$2531.25 | 2531.25 |
| 3. | - | Training - 2days | - | \$2475.00 | 2475.00 |
| 4. | 1ea. | Standalone Metercat - no cost | 1 | - | - |
| 5. | 1ea | CT-60 Startup Bundle | 1 | 4675.00 | 4675.00 |
| Total | | | | | 9681.25 |

Special Instructions

Purchaser Signature



October 20, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2021 Review of the Winter Control Parking Ban

In February of 2020 the Administration brought forward a report to implement an over night parking ban for the benefit of winter control operations when conditions merit the declaration of a significant weather event. Attached to this report is Administration's 2020 report for review. In September 2020 a revised winter control policy was brought forward addressing the parking ban and including wording relating to that ban. One of the recommendations coming out of that report was that the effectiveness of the parking ban be evaluated prior to the 2021 Winter Control Season.

Subsequent to the 2020 updates to the Winter Maintenance Policy, the 2020/21 winter season was very mild with few snow events, none of which sufficient enough to warrant the declaration of a significant weather event.

As such the effectiveness of the parking ban has not yet been tested. As such it is the recommendation of the Operations and Facilities Executive Committee that the review of the parking ban be delayed by a year and be revisited prior to the 2022/23 winter control season.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the review of the parking ban be delayed by a year and be revisited prior to the 2022/23 winter control season.

Manager of Operations and Facilities

2021Oct20 Review of winter parking ban.docx

February 19, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: On Street Parking Ban – Winter Weather Events

In May 2018 there were a number of changes to the Minimum Maintenance Standards brought forward aimed to improve the winter maintenance of roadways in Ontario. One of these changes was the ability for Municipalities to declare significant weather events when there were watches or warnings posted by Environment Canada. The idea with these declarations was to advise the traveling public that road and sidewalk conditions may not be safe for travel and to encourage people to stay off the roads and sidewalks if possible. In the fall of 2018, the Town updated their winter maintenance policy to reflect the changes to the Minimum Maintenance Standards and set out a protocol for handling winter weather events.

Since that time, we have declared 6 Significant weather events. In all cases we dispatched crews to clear roadways and sidewalks with the intent of meeting the requirements of the MMS regardless of the declaration or not. The great part of the declaration is that the timelines to have the roads cleared do not start until the event is declared complete. This allow some flexibility in the event we have a breakdown or low staffing situations which is typical around the holidays. On every event we are always very close to meeting the standard, but we err on the side of caution in an effort to improve public safety.

One issue that we have noted is that, particularly during significant events, cars parked on the roadway cause a great deal of impedance when our crews are out plowing and lengthen the time it takes us to plow the roads in Town. Many municipalities ban all on street parking during the winter months, typically through the nighttime hours, to assist in snow plowing and removal. The Town will close specific blocks of Town for specific nights to assist in snow removal operations as needed but a more regular ban would be instrumental in assisting in the snow clearing operations.


There are four real options when it comes to implementing a parking ban of this type, on street parking could be banned between the hours of 10:00pm and 6:00am, to coincide with our winter control night shift operations, through the winter months, alternatively, given that our night shift works Sunday night to Thursday Night, we could just implement a ban on those specific nights. The third option would be to impose a ban in concert with the declaration of a significant weather event per the Minimum Maintenance Standards. The fourth option would be to ban overnight parking on specific routes through town related to high priority plowing routes through the entire winter.

Some residents do not have off street parking available to be utilized in a preferable town wide nighttime parking ban for the winter months, further parking is not a real concern on the primary routes given that overnight parking is already banned in the Downtown core, compared to some secondary routes. Given this, it is suggested that the Town amend its traffic control By-Law to ban all on street parking during the declaration of a significant weather event per the Minimum Maintenance Standards between the hours of 7:30pm and 7:30am. This ban would be town wide with the exception of the downtown core where existing overnight bans are in place and some businesses are open later into the evening. Further the hours stipulated would allow us greater time to clear the roads given that we will typically run operations the full 24 hours of the day during these events to try to stay on top of snow removal.

A ban of this nature will allow crews to better and more quickly clear roadways, remove obstructions from the roadways, left by banks around cars, and reduce the frequency of interactions between parked vehicles and our large snow removal equipment which can lead to damages.

It is the recommendation of the Operations and Facilities Executive Committee that the Traffic Control By-law be amended to include a provision banning on street parking throughout the Town of Fort Frances, except for the downtown core, for the duration of a declared Significant Weather Event per the Minimum Maintenance Standards, O. Reg 239/02 between the hours of 7:30pm and 7:30am.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the Traffic Control By-law be amended to include a provision banning on street parking throughout the Town of Fort Frances, except for the downtown core, for the duration of a declared Significant Weather Event per the Minimum Maintenance Standards, O. Reg 239/02 between the hours of 7:30pm and 7:30am.

2020Feb19 On Street Parking Ban MMS.docx

ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2021/52

TO: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: October 20, 2021
SUBJECT: Councillor Wendy Brunetta– NOMA Per Diem

BACKGROUND

Attached is Schedule “F” Travel Statement – Mayor/Council Honorarium per diem in the total amount of \$320.00 to attend the NOMA Executive Board Meetings in Thunder Bay on October 6 and 7, 2021 as submitted by Councillor Wendy Brunetta.

The per diem claims are in compliance with Town of Fort Frances By-Law 02/10-E Schedule ‘A’.

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the Schedule “F” Travel Statement – Mayor/Council Honorarium per diem claims in the total amount of \$320.00 as submitted by Councillor Wendy Brunetta for her attendance at the NOMA Executive Board Meeting in Thunder Bay on October 6-7, 2021.

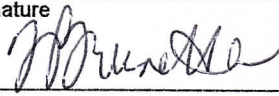
Council Approval of this Report will agree to the Administration & Finance Executive Committee recommendation to approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diems in the amount of \$320.00 as submitted by Councillor Wendy Brunetta for her attendance at the NOMA Executive Board Meeting held in Thunder Bay on October 6-7, 2021.

TOWN OF FORT FRANCES - SCHEDULE "F"
TRAVEL STATEMENT – MAYOR / COUNCIL HONORARIUM

| | |
|-------------------------------|-------------------------------------|
| Attendee | Wendy Brunetta |
| Conference / Seminar Attended | NOMA Strategic Planning + Board Mtg |
| Location | Thunder Bay, ON. |
| Dates | Oct 6-7/21 |

Details of Per Diem

| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Total |
|--------|--------|---------|-----------|----------|--------|----------|--------|--------|
| Date | | | Oct 6 | Oct 7 | | | | |
| Amount | | | 160.00 | 160.00 | | | | 320.00 |

| | |
|---------------------------------------|---|
| Name (Please Print) Wendy Brunetta | Signature  |
| Approved | Date |

To be submitted to Payroll for processing when approved by Council

Members of the Board:

The flow of the first strategic planning session is below and will start at 4:00 pm and end at 9:00 pm with a dinner provided about 6:30.

Quick reminder of process/timing/participants

Membership Questionnaire

Review of NOMA's Mission and Vision Statements

Checkup of NOMA's Core Values and Guiding Principles

Discussion of its Strategic Goals

Some fast information/facts over dinner

The Future Influences

Membership Interests and Mapping

Observations

Next Steps

**NORTHWESTERN ONTARIO MUNICIPAL ASSOCIATION
BOARD OF DIRECTORS MEETING
AGENDA**

Thursday, October 7, 2021

Victoria Inn – Regency Room A & B

9:30 am EST/8:30 am CST

1. CALL TO ORDER AND WELCOME

2. APPROVAL OF/ADDITIONS TO THE AGENDA

MOTION: THAT the agenda be approved as presented.

3. APPROVAL OF MINUTES FROM PREVIOUS MEETING

MOTION: THAT the minutes of the Board meeting held August 11, 2021, be approved as presented.

4. APPROVAL OF THE FINANCIAL REPORT

MOTION: THAT the financial report be approved as presented.

5. NEW BUSINESS

5.1 MPAC Update 9:40 to 10:10

5.2 MTO Discussion topics and ONTC

5.3 PCCIA People & Communities Workshop

5.4 Ministry Discussion 10:30 to 11:45 (closed session-confidential)

MOTION: THAT at the hour of ____ the Board moves to closed session

MOTION: THAT at the hour of ____ the Board resumes the regular meeting in open session

5.5 Eye Care Resolution Discussion

5.6 Bear Issues

5.7 NOMA support a Northern Ontario COVID-19 Recovery Act

5.8 New Computer

5.9 Onboarding Strategy for new Board members

5.10 NOHFC Legal Agreement

5.11 2022 Conference & AGM

5.12 It Takes a Forest – Billboard Campaign

5.13 Fentanyl use and future cost to municipalities

SPEAKER

Mary Dawson-Cole

A. Strawson

Jody Davis

Richard Scott

D. Ewald

R. Dumas

A. Strawson

A. Strawson

A. Strawson

A. Strawson

A. Strawson

A. Strawson

A. Strawson

6. EXECUTIVE DIRECTOR REPORT

7. UPDATE FROM DISTRICT MUNICIPAL ASSOCIATIONS/LEAGUE

5.1 Update from TBDML

5.2 Update from KDMA

5.3 Update from RRDMA

8. ISSUE TRACKER/UPDATES (IF ANY)

- Non-urgent Patient Transport – Norm Gale
- OMPF – Rick Dumas
- Police Costs –Section 10 – Norm Gale
Section 31 – Norm Gale
- Conservation Lands – Doug Hartnell
- Mining – Mark Vermette & Mark Wright

- Nuclear Waste Management Org –Kevin Kahoot
- Railway Taxation – Doug Hartnell
- NOSM: Physician Recruitment – Wendy Brunetta
- WSER Regulation Dechlorinating Wastewater – Mark Wright

MOTION: THAT the issue tracker updates submitted in writing be accepted.

9. ADJOURNMENT



FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement



SEPTEMBER 2021 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

| Total Hours: Incidents; Training; Public Education; and Public Service etc. | Training Sessions: | Public Ed & Prevention; Public Events; Public Service: | Fire Safety Standards Enforcement Inspections / Re-inspections for 2021: | Fire Drills | Paramedic Assist Calls: | Fire Calls: | Fire Loss estimated values in Dollars: |
|---|--------------------|--|---|---------------|-------------------------|--------------|--|
| 52.8 | 6 | 1 | 50 | 0 | 0 | 2 | N/A |
| Alarm Calls: | MVC Calls: | Water Related Rescue Calls: | (CO) Carbon Monoxide / Gas Leak Calls: | Hazmat Calls: | Mutual Aid Calls: | Other Calls: | Tickets Issued: |
| 10 | 1 | 0 | 1 | 1 | 0 | 5 | 0 |

TEAM MEMBERS RESPONDED TO 20 EMERGENCY RESPONSE CALLS DURING SEPTEMBER 2021.

Total Hours:

- **12.8 Hours** was spent on responding to emergency incidents.
- **40 Hours** was spent on training.

September Emergency Response Calls %: Day Shift versus Night Shift

| | |
|-----------------------------------|-----|
| Day Shift (07:00 – 19:00) Calls | 70% |
| Night Shift (19:00 – 07:00) Calls | 30% |

2021 Emergency Response Calls by Month to Date

| | |
|--|-------------|
| January | 12 |
| February | 10 |
| March | 16 |
| April | 17 |
| May | 12 |
| June | 10 |
| July | 18 |
| August | 18 |
| September | 20 |
| Total Calls to Date | 133 |
| Average Calls Per Month to Date | 14.8 |



FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement

SEPTEMBER 2021 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC



Fire Prevention Inspections / Re-inspections:

Eight fire safety standard and enforcement inspections were completed for the month of September.

Fire Response Calls: 2 Calls.

- **1 Call** was cooking related, which took place in the 200 block of Scott Street.
- **1 Call** was a construction heater fire, which took place in a hockey dressing room.

Fire Alarm Calls: 10 False Fire Alarm Calls.

MVC (Motor Vehicle Crashes): 1 Call, which was in the Town of Fort Frances.

(CO) Carbon Monoxide / Gas Leak Calls: 1 Call, which was an actual CO incident.

Other Calls: 5 Calls, which consisted of miscellaneous call outs.

HazMat Calls: 1 Call, which involved a sinking float plane, which was dripping aviation fuel.

Public Fire Safety Education:

Weekly Fire & Life Safety Tips continue to be published in the Thursday edition of the Fort Frances Bulletin, as well as on our towns official Facebook Page.

Training:

Training consisted of two regular fire practices.

As well, our Captain of Training and two Part-Time Firefighters who are trained for fill-in relief participated in a pumper fire truck operations course. This course consisted of three days of in-class and hands-on in field, which gave them the opportunity to demonstrate their skills in operating a pumper fire truck.

In October, these three team members are all scheduled for another two days in October. Meanwhile, this was a very intense courses, which involved 65-hours of pre-course work.



FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement

SEPTEMBER 2021 REPORT
FROM: TYLER MOFFITT – FIRE CHIEF/CEMC



As well, another training session took place on Rainy Lake. The training event involved water related rescue training for our team members.



Team Members Water Related Rescue Training

9/11 Memorial (20 Years)

September 11th marked the 20th anniversary of the 9/11 attacks ... a day to remember and honour those people who lost their lives on that day.

No day has greater significance to the fire service than 9/11, when 343 FDNY firefighters died in the line of duty – a single day that forever changed the fire service, and the world. As well, police officers and paramedics also died on that day.

Fire Services and First Responders around the country – and countless other organizations and businesses – commemorated the milestone anniversary through special events and activities.

Rainy River District Fire Services, Paramedics, and Police showed that we all REMEMBERED and will NEVER FORGET the day of September 11, 2001, with a team stair climb, which took place overlooking International Falls, Minnesota on Rainy Lake.

I was honoured to be one of three area Fire Chiefs that participated alone with other team members from the Paramedic Service, Police Services, and other Fire Services.



FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement

SEPTEMBER 2021 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC



Team Members ascending and descending the Lookout Tower



Flying the Flags of Canada and the United States

2021 Statement of Operations- General Fund

| | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|---|----------------------------|---------------------------------|----------------------------|---------------------------------|
| CORPORATE: | | | | |
| REVENUE | | | | |
| Municipal Levy | (11,378,238) | (11,626,353.95) | (11,421,235.00) | (11,462,668.95) |
| School Board Levy | (1,492,647) | (1,475,286.75) | (1,372,201.00) | (1,371,199.78) |
| Payments-In-Lieu | (830,794) | (612,884.56) | (835,160.55) | (711,126.08) |
| Contribution From Contingency Reserve Fund | - | - | - | - |
| Sale of Land/Gain on Sale of Land | - | (707.11) | - | (4,122.99) |
| Other Grant (In-Lieu of taxation) | - | - | - | - |
| One Time Assistance Funding | - | - | - | - |
| Tax Rate Stabilization Reserve Fund Contribution | - | - | - | - |
| Surplus from Prior Years | - | - | - | - |
| Ontario Cannabis Legalization Implementation Fund | - | - | - | - |
| Modernization Grant Fund | - | - | - | - |
| OMPF Funding | (3,294,600) | (2,470,950.00) | (3,328,600.00) | (2,496,450.00) |
| | (16,996,279) | (16,186,182.37) | (16,957,197) | (16,045,567.80) |
| EXPENDITURES | | | | |
| Election | - | - | - | - |
| Council | 369,358 | 145,973.25 | 308,210.00 | 188,529.18 |
| Contributions from Capital Fund | - | - | - | - |
| Contribution to Reserve/Reserve Funds | 1,802,977 | 1,396,281.00 | 1,863,000.00 | - |
| Uncontrollable Costs | 2,406,172 | 1,847,685.54 | 2,373,474.00 | 1,762,277.40 |
| Economic Development | 31,808 | 40,524.43 | 111,063.00 | 18,582.86 |
| Travel Information Centre | 19,141 | 6,512.03 | - | (741.42) |
| Solar Panels | (18,329) | (8,410.73) | (11,645.00) | (10,859.78) |
| School Board Requisition | 1,492,647 | 1,119,309.67 | 1,372,201.00 | 1,029,127.57 |
| Long Term Debt | 384,028 | 286,538.22 | 365,991.00 | 250,916.51 |
| | 6,487,802 | 4,834,413.41 | 6,382,294 | 3,237,832.32 |
| Total Corporate | (10,508,477) | (11,351,768.96) | (10,574,902.55) | (12,807,735.48) |

2021 Statement of Operations- General Fund

| | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|--------------------------------------|----------------------------|---------------------------------|----------------------------|---------------------------------|
| ADMINISTRATION & FINANCE: | | | | |
| Admin. Revenue | (465,325) | (316,727.57) | (357,100.00) | (291,364.40) |
| Administration Department | 511,597 | 352,337.04 | 516,693.00 | 384,963.52 |
| Clerk's Department | 232,195 | 154,436.58 | 220,014.00 | 169,637.06 |
| Treasury Department | 534,938 | 351,445.92 | 541,402.00 | 463,652.71 |
| FFPC Administration | - | 3,037.69 | - | 7,627.62 |
| Information Technology | 316,698 | 212,935.45 | 357,036.00 | 256,200.38 |
| Total A & F | 1,130,103 | 757,465.11 | 1,278,045 | 990,716.89 |
| EMERGENCY SERVICES | | | | |
| Fire Emergency Services | 1,100,143.00 | 701,829.78 | 1,058,403.00 | 726,897.85 |
| 911 Dispatch Services | 11,332 | 9,775.44 | 10,982.00 | 3,510.28 |
| COVID-19 Impacts | | 67,013.59 | (309,685.00) | 159.34 |
| Police Services | 2,437,386 | 1,732,371.67 | 2,542,034.00 | 1,985,424.64 |
| Total Emergency Services | 3,548,861 | 2,510,990.48 | 3,301,734 | 2,715,992.11 |
| COMMUNITY SERVICES: | | | | |
| Sister Betty Kennedy Centre | 36,018 | 41,024.08 | 38,831.00 | (2,276.63) |
| Children's Day Care | 7,569 | 5,782.52 | - | (863.09) |
| Best Start Hub | - | (740.08) | - | - |
| Day Care Special Needs Resource | - | (3,008.26) | - | - |
| Handi Transit Services | 107,150 | 31,190.72 | 113,923.00 | 15,755.46 |
| Townshend Theatre | - | 2,389.73 | 332.00 | 270.00 |
| Recreation Facilities | 970,938 | 469,218.82 | 1,038,637.00 | 461,236.55 |
| Recreation Programs | 117,187 | 146,235.80 | 285,792.00 | 138,106.26 |
| Community Services | 114,000 | 3,499.83 | 90,496.00 | 84,549.30 |
| Sunny Cove Camp | 38,583 | 22,724.54 | 9,955.00 | 17,410.27 |
| Public Library | 521,546 | 335,046.45 | 518,280.00 | 392,223.73 |
| Library Co-op | - | - | - | (5,190.00) |
| Museum | 210,407 | 75,186.03 | 202,409.00 | 113,553.85 |
| Waterfront (Sorting Gap) | 29,490 | 19,400.20 | 37,645.00 | 20,170.18 |
| Total Community Services | 2,152,888 | 1,147,950.38 | 2,336,300 | 1,234,945.88 |

2021 Statement of Operations- General Fund

| | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|--|----------------------------|---------------------------------|----------------------------|---------------------------------|
| OPERATIONS & FACILITIES | | | | |
| Public Works | 513,209 | 394,187.32 | 435,043.00 | 413,018.76 |
| Roads | 1,498,393 | 1,078,785.44 | 1,549,603.00 | 893,472.06 |
| Sidewalks | 143,962 | 103,180.00 | 145,079.00 | 97,602.32 |
| Stores Operations | 106,200 | 68,173.64 | 102,490.00 | 65,969.11 |
| Traffic Signal Maint | 10,867 | 6,806.67 | 10,867.00 | 14,176.27 |
| Streetlighting Maint | 116,672 | 45,476.35 | 125,565.00 | 97,274.85 |
| Waste Management Services | - | (129,120.78) | - | (128,803.69) |
| Airport | 95,547 | 93,849.50 | 138,026.00 | (30,901.52) |
| Parks & Cemeteries Admin | 183,760 | 110,210.07 | 189,270.00 | 74,244.28 |
| Cemeteries | 347,246 | 135,572.43 | 351,512.00 | 260,729.36 |
| Parks | 304,266 | 235,198.58 | 332,372.00 | 229,152.68 |
| Total Operations and Facilities | 3,320,122 | 2,142,319.22 | 3,379,827 | 1,985,934.48 |
| PLANNING & DEVELOPMENT | | | | |
| By-Law Enforcement | 157,801 | 102,705.03 | 149,001.00 | 113,539.13 |
| Fight The Blight | - | - | - | - |
| Building Official Department | 22,345 | 6,003.12 | 19,758.00 | (11,456.52) |
| Planning Department | 61,197 | 34,222.24 | 62,204.00 | 43,544.85 |
| Civic Centre | 115,160 | 61,346.06 | 48,034.00 | 53,685.18 |
| Total Planning and Development | 356,503 | 204,276.45 | 278,997 | 199,312.64 |
| SUBTOTAL (SURPLUS)/DEFICIT | - | (4,588,767.32) | 0 | (5,680,833.48) |

2021 Statement of Operations- Sewer Fund

| NEW G/L ACCOUNT | | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|---------------------------------------|------------------------|----------------------------|---------------------------------|----------------------------|---------------------------------|
| REVENUES | | | | | |
| Private Work Charges | 40-080-0811-0330-40595 | | (2,693.90) | | - |
| Expense Recoveries | 40-080-0811-0330-40589 | | - | | - |
| ODRAP - Provincial Flood Exp Recovery | 40-080-0811-0430-40409 | | - | | - |
| Private Work Charges | 40-080-0811-0430-40595 | (19,000) | (1,299.25) | (19,000) | (3,931.00) |
| New Connection Charges | 40-080-0811-0430-40619 | (8,500) | - | (8,500) | - |
| Penalty on Late Payments | 40-080-0811-0430-40682 | (7,000) | (5,011.23) | (7,000) | (7,179.52) |
| Sewer Service/Disposal | 40-080-0811-0430-40760 | (2,693,701) | (1,679,058.98) | (2,648,131) | (1,793,470.24) |
| Expense Recoveries | 40-080-0812-0430-40589 | | - | | - |
| Total Revenues | | (2,728,201) | (1,688,063.36) | (2,682,631) | (1,804,580.76) |
| EXPENDITURES | | | | | |
| Administration | | | | | |
| Distributed Salaries/Wages | | | - | | - |
| Distributed Benefits | | | - | | - |
| Hourly Full Time | 40-080-0811-1101-60010 | 78,345 | 42,754.37 | 85,582 | 42,222.93 |
| Overtime | 40-080-0811-1101-60013 | | 310.36 | | 360.68 |
| Hourly Part Time | 40-080-0811-1101-60020 | 2,308 | - | 2,308 | - |
| Employer CPP | 40-080-0811-1101-60025 | 2,865 | 1,952.38 | 3,199 | 2,213.14 |
| Employer EI | 40-080-0811-1101-60030 | 1,057 | 743.29 | 1,086 | 802.80 |
| Employer OMERS | 40-080-0811-1101-60035 | 8,613 | 5,112.48 | 9,293 | 5,017.58 |
| Employer EHT | 40-080-0811-1101-60040 | 1,620 | 943.03 | 1,735 | 927.60 |
| Employer Benefits | 40-080-0811-1101-60050 | 7,901 | 4,158.86 | 6,897 | 3,954.24 |
| Employer WSIB | 40-080-0811-1101-60055 | 2,474 | 1,121.97 | 1,954 | 1,103.68 |
| Allocated Admin | 40-080-0811-1200-71221 | 166,378 | 124,784.82 | 169,706 | 84,853.00 |
| Postage, Freight, Courier | 40-080-0811-1200-71252 | 11,673 | - | 11,673 | - |
| Legal | 40-080-0811-1200-71253 | 10,000 | 9,328.76 | 10,000 | 17,505.33 |
| Office Supplies | 40-080-0811-1400-71410 | 750 | - | 750 | 31.75 |
| Taxes | 40-080-0811-1400-71425 | 4,400 | 35,987.76 | 4,400 | 57,154.53 |
| Stores Charge | 40-080-0811-1400-71433 | 8,700 | - | 8,700 | - |
| Annual Software Support | 40-080-0811-1500-71501 | 1,500 | - | 1,500 | - |
| Computer Maintenance (H & S) | 40-080-0811-1500-71502 | 3,800 | 4,351.39 | 4,000 | 4,162.75 |
| GIS Material | 40-080-0811-1500-71507 | 6,716 | 3,774.19 | 6,716 | 3,473.75 |

2021 Statement of Operations- Sewer Fund

| | NEW G/L ACCOUNT | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|--|------------------------|----------------------------|---------------------------------|----------------------------|---------------------------------|
| Contracted Works | 40-080-0811-1500-71523 | 500 | 518.19 | 500 | - |
| Conferences & Courses | 40-080-0811-1500-71531 | 5,000 | 1,017.60 | 5,000 | 2,120.48 |
| Insurance | 40-080-0811-1500-71580 | 28,285 | 23,405.20 | 32,784 | 26,654.22 |
| Insurance Deductible | 40-080-0811-1500-71581 | 10,000 | - | 10,000 | 1,186.50 |
| Advertising & Public Notices | 40-080-0811-1500-71591 | 500 | - | 500 | - |
| Contributions to Capital | 40-080-0811-1510-75350 | 1,359,475 | - | 1,288,115 | - |
| Contribution to Reserve Funds | 40-080-0811-1620-75390 | | - | | - |
| Contribution to Reserve Funds (Yr End) | 40-080-0811-1620-75390 | | | | |
| Inventory Adjustments | 40-080-0811-1700-72505 | | - | | - |
| | | 1,722,860 | 260,264.65 | 1,666,398 | 253,744.96 |
| Sewer Mains | | | | | |
| Distributed Salaries/Wages | | | | | |
| Distributed Benefits | | | | | |
| Hourly Full Time | 40-080-0811-1711-60010 | 49,136 | 8,043.93 | 49,136 | 11,737.97 |
| Overtime | 40-080-0811-1711-60013 | 1,500 | 924.94 | 1,500 | 50.47 |
| Hourly Part Time | 40-080-0811-1711-60020 | 2,148 | - | 2,148 | 198.89 |
| Employer CPP | 40-080-0811-1711-60025 | 2,334 | 479.59 | 2,561 | 663.04 |
| Employer EI | 40-080-0811-1711-60030 | 835 | 189.67 | 864 | 256.64 |
| Employer OMERS | 40-080-0811-1711-60035 | 4,860 | 864.82 | 5,095 | 1,159.05 |
| Employer EHT | 40-080-0811-1711-60040 | 1,033 | 189.64 | 1,084 | 251.55 |
| Employer Benefits | 40-080-0811-1711-60050 | 5,809 | 1,327.00 | 5,116 | 1,357.71 |
| Employer WSIB | 40-080-0811-1711-60055 | 578 | 225.56 | 1,290 | 299.33 |
| Materials | 40-080-0811-1711-71471 | 10,000 | 5,215.82 | 10,000 | 2,193.32 |
| Contracted Service | 40-080-0811-1711-71523 | 125,000 | 58,861.91 | 125,000 | 49,140.84 |
| Equipment Rentals - Own | 40-080-0811-1711-71540 | 36,000 | 4,344.15 | 36,000 | 3,662.66 |
| | | 239,233 | 80,667.03 | 239,794 | 70,971.47 |
| Service Connections | | | | | |
| Distributed Salaries/Wages | | | | | - |
| Distributed Benefits | | | | | - |
| Hourly Full Time | 40-080-0811-1712-60010 | 40,760 | 10,909.62 | 40,760 | 38,229.13 |
| Overtime | 40-080-0811-1712-60013 | 5,000 | 739.48 | 5,000 | 4,318.26 |
| Hourly Part Time | 40-080-0811-1712-60020 | 2,761 | - | 2,761 | 4,209.64 |

2021 Statement of Operations- Sewer Fund

| | NEW G/L ACCOUNT | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|---|------------------------|----------------------------|---------------------------------|----------------------------|---------------------------------|
| Employer CPP | 40-080-0811-1712-60025 | 1,981 | 629.36 | 2,173 | 2,705.97 |
| Employer EI | 40-080-0811-1712-60030 | 709 | 250.58 | 733 | 1,055.59 |
| Employer OMERS | 40-080-0811-1712-60035 | 4,031 | 1,194.13 | 4,226 | 4,264.73 |
| Employer EHT | 40-080-0811-1712-60040 | 877 | 247.35 | 920 | 1,029.13 |
| Employer Benefits | 40-080-0811-1712-60050 | 4,819 | 1,125.05 | 4,244 | 4,543.11 |
| Employer WSIB | 40-080-0811-1712-60055 | 490 | 294.23 | 1,094 | 1,224.45 |
| Materials | 40-080-0811-1712-71471 | 6,500 | 1,191.63 | 6,500 | 12,546.05 |
| Contracted Services | 40-080-0811-1712-71523 | 12,000 | 4,017.24 | 12,000 | 2,146.69 |
| Equipment Rentals - Own | 40-080-0811-1712-71540 | 15,000 | 1,998.94 | 15,000 | 3,186.88 |
| | | 94,928 | 22,597.61 | 95,411 | 79,459.63 |
| Sewage Treatment Plant | | | | | |
| Hourly Full Time | 40-080-0812-1101-60010 | 2,500 | 55.22 | 2,500 | 461.63 |
| Overtime | 40-080-0812-1101-60013 | - | - | - | - |
| Hourly Part Time | 40-080-0812-1101-60020 | - | - | - | - |
| Employer CPP | 40-080-0812-1101-60025 | 114 | 4.43 | 124 | 23.95 |
| Employer EI | 40-080-0812-1101-60030 | 41 | 1.77 | 42 | 9.21 |
| Employer OMERS | 40-080-0812-1101-60035 | 247 | 7.56 | 259 | 43.45 |
| Employer EHT | 40-080-0812-1101-60040 | 50 | 1.74 | 53 | 9.00 |
| Employer Benefits | 40-080-0812-1101-60050 | 296 | 21.97 | 260 | 34.83 |
| Employer WSIB | 40-080-0812-1101-60055 | 28 | 2.07 | 63 | 10.73 |
| Equipment Rentals - Own | 40-080-0812-1101-71540 | 500 | 415.15 | 500 | - |
| Natural Gas | 40-080-0812-1240-71416 | 21,484 | 10,460.97 | 21,484 | 12,494.49 |
| Electrical Power | 40-080-0812-1240-71420 | 95,000 | 61,589.03 | 95,000 | 58,983.51 |
| Grit Landfill Tipping Fees | 40-080-0812-1400-71424 | 501 | - | - | - |
| Taxes | 40-080-0812-1240-71425 | 37,026 | 4,305.47 | 36,708 | 4,411.55 |
| Materials | 40-080-0812-1400-71471 | 2,000 | 37.25 | 2,000 | 142.35 |
| Contracted Works - AWA/OCWA | 40-080-0812-1500-71523 | 511,393 | 392,991.96 | 522,035 | 386,415.46 |
| | | 671,180 | 469,894.59 | 681,028 | 463,040.16 |
| Total Expenditures | | 2,728,201 | 833,423.88 | 2,682,631 | 867,216.22 |
| TOTAL SEWER FUND (Surplus)/Deficit | | - | (854,639.48) | - | (937,364.54) |

2021 Statement of Operations- Water Fund

| NEW G/L ACCOUNT | | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|---|------------------------|----------------------------|---------------------------------|----------------------------|------------------------------------|
| REVENUE | | | | | |
| Expense Recovery | 50-080-0832-0330-40589 | | (4,967.14) | | - |
| Rents & Leases | 50-080-0832-0330-40592 | (9,277) | (9,523.86) | (9,277) | (6,073.86) |
| Private Work Charges | 50-080-0832-0330-40595 | | 18.10 | | (1,323.18) |
| Sale of Rain Barrels | 50-080-0832-0330-40782 | (65) | (115.04) | (65) | (402.64) |
| Expense Recovery | 50-080-0832-0430-40589 | | (764.62) | | - |
| Private Work Charges | 50-080-0832-0430-40595 | (8,000) | (2,019.30) | (8,000) | (4,544.01) |
| Reconnect Charges | 50-080-0832-0430-40618 | (1,200) | (2,268.20) | (1,200) | (2,315.15) |
| New Connection Charges | 50-080-0832-0430-40619 | (15,000) | 921.56 | (15,000) | - |
| Late Payment Charges | 50-080-0832-0430-40682 | (8,000) | (5,457.50) | (8,000) | (7,733.57) |
| Sale of Water | 50-080-0832-0430-40685 | (2,854,247) | (1,810,861.45) | (2,817,848) | (1,934,572.04) |
| Special Water Rates | 50-080-0832-0430-40687 | | (7.50) | | (146.10) |
| Sale of Water Meters/Backflow Prevention | 50-080-0832-0430-40943 | (5,500) | (11,933.21) | (9,100) | - |
| Water Meter Replacement | 50-080-0832-0430-40946 | (17,982) | (11,562.62) | (17,982) | (12,257.08) |
| Private Works Charges - HST Exempt at POS | 50-080-0832-0530-40595 | | - | | - |
| | | (2,919,271) | (1,858,540.78) | (2,886,472) | (1,969,367.63) |
| Water Works General | | | | | |
| EXPENDITURES | | | | | |
| Administration | | | | | |
| Distributed Salaries/Wages | | | - | | - |
| Distributed Benefits | | | - | | - |
| Overtime & Lieu Time | 50-080-0832-1101-60013 | | 319.90 | | 1,464.20 |
| Paid Leave | | | - | | - |
| Vacation, Floaters, Stats, Holidays | | | - | | - |
| Hourly Full Time | 50-080-0832-1101-60010 | 106,908 | 67,838.56 | 120,571 | 66,077.41 |
| Disability ST/LTD | | | - | | - |
| WSIB | 50-080-0832-1101-60055 | 3,370 | 1,694.28 | 1,868 | 1,672.64 |
| Canada Pension Plan | 50-080-0832-1101-60025 | 3,291 | 2,978.36 | 2,483 | 3,350.68 |
| Employment Insurance | 50-080-0832-1101-60030 | 1,212 | 1,130.92 | 841 | 1,214.24 |
| Dental, Vision, Extended Health | | | - | | - |
| OMERS | 50-080-0832-1101-60035 | 10,344 | 7,693.31 | 9,408 | 7,452.36 |

2021 Statement of Operations- Water Fund

| NEW G/L ACCOUNT | | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|--|------------------------|----------------------------|---------------------------------|----------------------------|------------------------------------|
| Life Insurance | | | - | | - |
| Employer Health Tax | 50-080-0832-1101-60040 | 1,974 | 1,424.07 | 1,615 | 1,408.89 |
| Employer Benefits | 50-080-0832-1101-60050 | 8,505 | 5,878.02 | 5,644 | 5,453.75 |
| Summer Staff & Part-time Staff | 50-080-0832-1101-60020 | 1,838 | - | 2,254 | 1,082.02 |
| Accounting/Allocated Admin | 50-080-0832-1200-71221 | 211,016 | 158,260.68 | 215,236 | 107,618.00 |
| Communications | 50-080-0832-1200-71251 | 3,200 | 2,338.61 | 3,000 | 1,727.32 |
| Postage, Freight, Courier | 50-080-0832-1200-71252 | 11,673 | - | 11,673 | - |
| Legal | 50-080-0832-1200-71253 | 5,000 | 9,328.77 | 5,000 | 18,209.77 |
| Memberships | 50-080-0832-1200-71260 | 1,000 | 269.66 | 1,000 | - |
| Write-Offs | 50-080-0832-1210-74515 | 2,000 | 3.01 | 2,000 | (0.86) |
| Office Supplies | 50-080-0832-1400-71410 | 1,000 | 469.31 | 1,000 | 443.86 |
| Stores Charge | 50-080-0832-1400-71433 | 10,300 | - | 10,300 | - |
| Rain Barrel Expenses | 50-080-0832-1400-71443 | | 431.76 | | 431.76 |
| Annual Software Support | 50-080-0832-1500-71501 | 1,404 | 440.64 | 1,404 | 1,264.46 |
| Computer Maintenance (H&S) | 50-080-0832-1500-71502 | 3,800 | 8,894.30 | 8,000 | 10,034.42 |
| Custom Software Charges | 50-080-0832-1500-71503 | 1,000 | - | 1,000 | - |
| GIS Material | 50-080-0832-1500-71507 | 13,432 | 7,548.36 | 12,211 | 7,717.25 |
| Contracted Works | 50-080-0832-1500-71523 | 1,000 | 609.76 | 1,000 | - |
| Conference & Courses | 50-080-0832-1500-71531 | 25,000 | 10,539.72 | 25,000 | 4,869.45 |
| Insurance | 50-080-0832-1500-71580 | 38,162 | 31,577.76 | 44,421 | 36,115.78 |
| Insurance Deductible | 50-080-0832-1500-71581 | 10,000 | - | 10,000 | - |
| Advertising & Public Notices | 50-080-0832-1500-71591 | 500 | - | 500 | - |
| Contribution to Capital Fund | 50-080-0832-1510-75350 | 1,266,144 | - | 1,124,081 | - |
| Transfer to Reserve Fund (Water Meter Replacement) | 50-080-0832-1620-75390 | 17,982 | | 17,982 | |
| Contribution to Reserve Fund | 50-080-0832-1620-75390 | | - | | - |
| Contribution to Reserve Fund (Year End) | 50-080-0832-1620-75390 | | | | |
| Inventory Adjustments | 50-080-0832-1700-72505 | | - | | - |
| | | 1,761,055 | 319,669.76 | 1,639,492 | 277,607.40 |
| Water Service Connections | | | | | |
| Hourly Full Time | 50-080-0832-1962-60010 | 50,950 | 19,271.81 | 50,950 | 33,205.11 |
| Overtime | 50-080-0832-1962-60013 | 5,000 | 348.44 | 5,000 | 3,557.92 |
| Hourly Part Time | 50-080-0832-1962-60020 | 3,683 | - | 3,683 | 2,273.78 |

2021 Statement of Operations- Water Fund

| | | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|--|------------------------|----------------------------|---------------------------------|----------------------------|------------------------------------|
| | NEW G/L ACCOUNT | | | | |
| Employer CPP | 50-080-0832-1962-60025 | 2,487 | 1,074.09 | 2,728 | 2,187.30 |
| Employer EI | 50-080-0832-1962-60030 | 890 | 428.01 | 920 | 850.85 |
| Employer OMERS | 50-080-0832-1962-60035 | 5,039 | 2,002.72 | 5,283 | 3,666.44 |
| Employer EHT | 50-080-0832-1962-60040 | 1,101 | 422.28 | 1,155 | 830.01 |
| Employer Benefits | 50-080-0832-1962-60050 | 6,023 | 1,920.47 | 5,305 | 3,520.86 |
| Employer WSIB | 50-080-0832-1962-60055 | 615 | 502.43 | 1,374 | 987.42 |
| Materials | 50-080-0832-1962-71471 | 12,000 | 2,466.52 | 12,000 | 11,085.98 |
| Contracted Works | 50-080-0832-1962-71523 | 14,000 | 935.42 | 14,000 | 1,928.34 |
| Equipment Rentals - Owned | 50-080-0832-1962-71540 | 22,000 | 4,133.56 | 22,000 | 9,273.05 |
| | | 123,788 | 33,505.75 | 124,398 | 73,367.06 |
| | | | | | - |
| Water Meter Maintenance | | | | | - |
| Hourly Full Time | 50-080-0832-1963-60010 | 4,500 | 3,664.24 | 4,500 | 1,689.07 |
| Overtime | 50-080-0832-1963-60013 | | - | | 26.01 |
| Hourly Part Time | 50-080-0832-1963-60020 | | - | | 1.04 |
| Employer CPP | 50-080-0832-1963-60025 | 205 | 199.29 | 225 | 103.45 |
| Employer EI | 50-080-0832-1963-60030 | 73 | 77.73 | 76 | 39.87 |
| Employer OMERS | 50-080-0832-1963-60035 | 445 | 361.78 | 467 | 172.29 |
| Employer EHT | 50-080-0832-1963-60040 | 91 | 78.56 | 95 | 39.23 |
| Employer Benefits | 50-080-0832-1963-60050 | 532 | 788.02 | 469 | 413.35 |
| Employer WSIB | 50-080-0832-1963-60055 | 51 | 93.46 | 113 | 46.73 |
| Materials | 50-080-0832-1963-71471 | 7,500 | 16,161.74 | 30,000 | 450.66 |
| Contracted Works | 50-080-0832-1963-71523 | 11,874 | 9,069.54 | 11,874 | 5,248.23 |
| Equipment Rentals - Owned | 50-080-0832-1963-71540 | 1,725 | 400.00 | 1,725 | 62.50 |
| | | 26,996 | 30,894.36 | 49,544 | 8,292.43 |
| | | | | | |
| Water Distribution System Maintenance | | | | | |
| Hourly Full Time | 50-080-0832-1964-60010 | 92,729 | 118,777.84 | 92,729 | 107,845.75 |
| Overtime | 50-080-0832-1964-60013 | 8,000 | 7,322.74 | 8,000 | 6,107.03 |
| Hourly Part Time | 50-080-0832-1964-60020 | 9,820 | - | 9,820 | 9,563.49 |
| Employer CPP | 50-080-0832-1964-60025 | 4,668 | 6,829.29 | 5,121 | 6,831.62 |
| Employer EI | 50-080-0832-1964-60030 | 1,670 | 2,682.78 | 1,727 | 2,668.34 |
| Employer OMERS | 50-080-0832-1964-60035 | 9,172 | 12,309.12 | 9,615 | 10,907.17 |

2021 Statement of Operations- Water Fund

| | | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|------------------------------------|------------------------|----------------------------|---------------------------------|----------------------------|------------------------------------|
| | NEW G/L ACCOUNT | | | | |
| Employer EHT | 50-080-0832-1964-60040 | 2,066 | 2,686.92 | 2,167 | 2,595.66 |
| Employer Benefits | 50-080-0832-1964-60050 | 10,962 | 14,765.24 | 9,655 | 11,098.45 |
| Employer WSIB | 50-080-0832-1964-60055 | 1,155 | 3,188.40 | 2,579 | 3,088.60 |
| Materials | 50-080-0832-1964-71471 | 35,000 | 35,915.56 | 35,000 | 24,661.92 |
| Contracted Works | 50-080-0832-1964-71523 | 35,000 | 21,066.89 | 35,000 | 8,545.78 |
| Equipment Rentals - Owned | 50-080-0832-1964-71540 | 35,000 | 22,962.86 | 35,000 | 30,397.54 |
| | | 245,242 | 248,507.64 | 246,413 | 224,311.35 |
| Total Waterworks General | | 2,157,081 | 632,577.51 | 2,059,847 | 583,578.24 |
| Water Treatment Plant | | | | | |
| Microfit Generation Revenue | 50-080-0831-0330-40320 | (11,000) | (5,731.18) | (8,000) | (7,799.05) |
| Hourly Full Time | 50-080-0831-1101-60010 | 206,452 | 151,176.42 | 206,452 | 150,787.65 |
| Overtime | 50-080-0831-1101-60013 | 4,000 | 3,930.26 | 4,000 | 4,804.16 |
| Hourly Part Time | 50-080-0831-1101-60020 | | - | | 0.52 |
| Employer CPP | 50-080-0831-1101-60025 | 9,397 | 8,487.19 | 10,309 | 8,182.56 |
| Employer EI | 50-080-0831-1101-60030 | 3,362 | 3,370.01 | 3,476 | 3,048.06 |
| Employer OMERS | 50-080-0831-1101-60035 | 20,420 | 15,682.73 | 21,407 | 12,887.78 |
| Employer EHT | 50-080-0831-1101-60040 | 4,160 | 3,325.36 | 4,363 | 2,875.86 |
| Employer Benefits | 50-080-0831-1101-60050 | 24,406 | 16,290.62 | 21,495 | 13,796.41 |
| Employer WSIB | 50-080-0831-1101-60055 | 2,325 | 3,956.35 | 5,191 | 3,641.57 |
| Equipment Rentals - Owned | 50-080-0831-1101-71540 | 2,000 | 1,275.00 | 2,000 | 6,668.75 |
| Communications | 50-080-0831-1200-71251 | 7,740 | 3,699.92 | 5,000 | 3,659.30 |
| Lab Fees - Water Testing | 50-080-0831-1200-71270 | 16,000 | 8,500.83 | 25,000 | 6,371.46 |
| Office Supplies | 50-080-0831-1400-71410 | 500 | - | 500 | 71.27 |
| Natural Gas | 50-080-0831-1240-71416 | 28,880 | 13,769.91 | 28,880 | 12,480.04 |
| Diesel Fuel | 50-080-0831-1240-71417 | 1,000 | - | 1,200 | - |
| Electrical Power | 50-080-0831-1240-71420 | 78,940 | 40,886.66 | 80,440 | 35,385.04 |
| Water & Sewer | 50-080-0831-1240-71421 | 1,297 | 966.00 | 1,332 | 984.80 |
| Taxes | 50-080-0831-1240-71425 | 38,162 | 83,971.44 | 45,603 | 45,810.55 |
| Chlorine | 50-080-0831-1400-71434 | 19,500 | 16,762.92 | 20,750 | 17,444.73 |
| Soda Ash | 50-080-0831-1400-71435 | 48,300 | 19,887.76 | 48,500 | 39,193.77 |

2021 Statement of Operations- Water Fund

| | NEW G/L ACCOUNT | 2020 OPERATING FORECAST | Actual to September 30, 2020 | 2021 OPERATING FORECAST | Actual to September 30, 2021 |
|---|------------------------|----------------------------|---------------------------------|----------------------------|------------------------------------|
| Aluminium Sulphate | 50-080-0831-1400-71436 | 49,500 | 35,605.67 | 50,900 | 39,302.55 |
| Fluorides | 50-080-0831-1400-71437 | 10,000 | 9,576.63 | 10,100 | 6,977.65 |
| Miscellaneous Chemicals | 50-080-0831-1400-71438 | 13,000 | 1,993.17 | 13,000 | 11,580.67 |
| Materials | 50-080-0831-1400-71471 | 20,000 | 7,898.11 | 20,000 | 6,755.70 |
| Contracted Services | 50-080-0831-1500-71523 | 36,355 | 26,931.05 | 75,355 | 15,365.89 |
| | | 645,696 | 477,944.01 | 705,253 | 448,076.74 |
| Total Water Treatment Plant | | 634,696 | 472,212.83 | 697,253 | 440,277.69 |
| Water Storage Facility | | | - | | - |
| Hourly Full Time | 50-080-0831-1965-60010 | 7,500 | 5,339.26 | 7,500 | 8,290.09 |
| Overtime | 50-080-0831-1965-60013 | 1,000 | - | 1,000 | - |
| Employer CPP | 50-080-0831-1965-60025 | 341 | 287.93 | 371 | 455.56 |
| Employer EI | 50-080-0831-1965-60030 | 122 | 114.85 | 126 | 170.31 |
| Employer OMERS | 50-080-0831-1965-60035 | 742 | 535.32 | 778 | 748.40 |
| Employer EHT | 50-080-0831-1965-60040 | 151 | 112.40 | 159 | 170.63 |
| Employer Benefits | 50-080-0831-1965-60050 | 887 | 527.48 | 781 | 770.88 |
| Employer WSIB | 50-080-0831-1965-60055 | 84 | 133.69 | 189 | 203.01 |
| Equipment Rentals - Own | 50-080-0831-1965-71540 | 1,700 | 1,125.00 | 1,700 | 1,150.00 |
| Communications | 50-080-0831-1965-71251 | 2,180 | 495.52 | 2,180 | 433.50 |
| Natural Gas | 50-080-0831-1965-71416 | 11,760 | 6,704.37 | 11,760 | 1,303.49 |
| Electrical Power | 50-080-0831-1965-71420 | 3,633 | 2,222.67 | 3,706 | 1,967.03 |
| Taxes | 50-080-0831-1965-71425 | 86,394 | 44,708.98 | 88,122 | - |
| Materials | 50-080-0831-1965-71471 | 500 | 34.24 | 500 | - |
| Contracted Works | 50-080-0831-1965-71523 | 10,500 | 4,327.09 | 10,500 | 1,391.90 |
| Equipment Rentals Other | | | - | | - |
| Total Water Storage Facility | | 127,494 | 66,668.80 | 129,372 | 17,054.80 |
| Total Expenditures | | 2,930,271 | 1,177,190.32 | 2,894,472 | 1,048,709.78 |
| TOTAL WATER FUND (Surplus)/Deficit | | - | (687,081.64) | - | (928,456.90) |

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA OPERATIONS STATISTICS

June 2021

STAFFING

The following table is a breakdown of lost man shifts during the month:

| | 2020 | 2021 |
|---------------------|--------------|--------------|
| WSIB | 22.00 | 0.00 |
| WI/LTD | 0.00 | 0.00 |
| SICK DAYS | 2.25 | 8.56 |
| COMPASSIONATE LEAVE | 0.00 | 0.00 |
| FLOATERS | 1.00 | 3.13 |
| VACATION | 18.63 | 23.50 |
| BANKED TIME USED | 2.63 | 10.88 |
| OFF | 0.00 | 2.06 |
| STATUTORY HOLIDAYS | 0.00 | 0.00 |
| TOTAL | 46.51 | 48.13 |

OVERTIME HOURS

Equivalent Straight Time Hours:

| | 2020 | 2021 | 2020 | 2021 |
|-----------------------|---------------|---------------|---------------|---------------|
| | June | June | Year To | Year To |
| | | | Date | Date |
| ADMINISTRATION | 0.00 | 0.00 | 0.00 | 0.00 |
| TRAVEL | 0.00 | 2.00 | 2.50 | 2.00 |
| ENGINEERING | 0.00 | 0.00 | 0.00 | 3.50 |
| INTERDEPARTMENTAL | 0.00 | 8.00 | 10.75 | 18.25 |
| PRIVATE WORK | 0.00 | 0.00 | 0.00 | 25.25 |
| RECYCLE/GARBAGE | 0.75 | 7.75 | 12.15 | 39.75 |
| ROADS | 18.25 | 27.25 | 322.25 | 182.00 |
| SEWER COLLECTION | 3.75 | 0.00 | 69.00 | 30.25 |
| SIDEWALKS | 0.00 | 0.00 | 57.00 | 8.25 |
| STORES | 0.00 | 0.00 | 38.50 | 37.00 |
| VEHICLE & EQUIPMENT | 0.00 | 0.00 | 33.00 | 0.00 |
| WATER TREATMENT PLANT | 48.00 | 52.00 | 131.75 | 148.50 |
| WATER DISTRIBUTION | 50.75 | 34.50 | 182.25 | 250.50 |
| WATER TOWER | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL | 121.50 | 131.50 | 859.15 | 745.25 |

TRANSPORTATION REPORT

June 2021

ROADS:

Storm Water Management – Urban

- Replace storm sewer main on the 200 block of Mosher Avenue
- Replace storm sewer main on the 200 block of Crowe Avenue

Storm Water Management - Rural:

Brush cutting along ditches in the North End with the Trackless machine
Removed beaver dams as required.

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Street sweeping daily – - Downtown Area and Front Street done once weekly.
- Replaced curb and gutter from utility repairs done over the winter.
- Replaced curb and gutter in areas identified for repairs
- Added calcium to potholes to keep dust down

Loose Top Maintenance:

- Graded all loose top roads twice
- Continued grading lanes as required.
- Dust suppression was completed on all gravel roads on Jun 2 by Northwest Roads Management.

Roadside Maintenance:

- Cut grass at deadends and CN crossings
- Cleaned up tree that blew down in high winds at 1000 First Street East
- Brush cutting along town entrances with Trackless

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Cut grass at Public Works Building and all yards

Private Work:

- Installed an extension to an existing culvert and a new 30 foot culvert at Revco (950 Fifth Street East)
- Swept the main streets in Emo on June 16th.

Sidewalks – Winter:**Sidewalks – Summer:**

- Swept sidewalks and bike path along waterfront once weekly.
- Replaced sidewalk in areas identified for repairs.

Vehicles and Equipment:

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required

Public Relations:**Sewer and Water:**

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required

Sewer and Water (cont'd)

- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.

Interdepartmental:

- Cleaned up garbage/debris from 1103 Kings Highway at by-laws request on June 3
- Started up sprinkler system at Civic Centre on June 8th. Repaired some damaged sprinkler heads
- Provided backhoe and operator to dig for FFPC to install electric services at Erin Crescent
- Vacuum excavated for two pole installations for FFPC on June 24th
- Raked the beach at the Point Park and the Vajura baseball diamonds with the skid steer and landscaping attachment.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:**Health & Safety:**

- Assigned a worker daily to clean all regularly touched surfaces in the shop area and the lunch room (Covid)

Milt Strachan,
Superintendent of Transportation

TRANSPORTATION REPORT

July 2021

ROADS:

Storm Water Management – Urban

Storm Water Management - Rural:

Removed beaver dams as required
Cut grass/brush along ditches with Trackless
Repaired a storm sewer manhole on Wright Avenue North

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Replaced curb and gutter in areas identified for repairs
- Street sweeping daily – Downtown Area and Front Street done once weekly.
- Applied calcium to patches to keep dust down

Loose Top Maintenance:

- Graded all loose top roads twice
- Graded lanes as required.

Roadside Maintenance:

- Cut grass at deadends and CN crossings
- Removed old footings on the roadway on Lake Road beside Rendezvous
- Installed a new gate at the entrance to the snow dump
- Repaired a guard rail at Scott Street and Colonization Road East

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required
- Started painting crosswalks, stop bars, parking spaces and handicap parking areas
- Replaced some signs that failed reflectivity testing

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Cut grass at Public Works building and yards

Private Work:

- Installed curb and gutter, sidewalk and two private crossings at the new Ambulance garage at 737 Scott Street

Sidewalks – Winter:**Sidewalks – Summer:**

- Replaced sidewalks in areas identified for repairs
- Swept sidewalks and bike path along waterfront once weekly.

Vehicles and Equipment:

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required

Public Relations:

- Installed some tent pegs for the Bass Tournament on July 19th
- Delivered barricades and some picnic tables for Bass Tournament on July 19th

Sewer and Water:

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required

Sewer and Water (cont'd)

- Issued "Delinquent Account Notices" and turned off water for non-compliance as required.
- Supply backhoe and operator to terminate water service at North End Rink on July 27th

Interdepartmental:

- Vacuum excavated for a pole installation for FFPC on July 7th and one more on July 8th
- Supply backhoe and operator to dig and repair wiring for lights on the waterfront (FFPC), on July 13th
- Repaired bricks on ramp and steps along waterfront to eliminate tripping hazards
- Supply operator to dig for burial at Parks on July 29th
- Ken McCormick provided coverage for vacation at the Airport from July 5 to July 30th

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:**Health & Safety:**

- Assigned a worker to clean all regularly touched surfaces in the shop area and lunch room daily (Covid)
- A workplace Health and Safety Inspection was done at the Public Works building on July 21st.

Milt Strachan,
Superintendent of Transportation

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA OPERATIONS STATISTICS

July 2021

STAFFING

The following table is a breakdown of lost man shifts during the month:

| | 2020 | 2021 |
|---------------------|---------------|---------------|
| WSIB | 13.00 | 0.00 |
| WI/LTD | 0.00 | 10.00 |
| SICK DAYS | 7.13 | 7.00 |
| COMPASSIONATE LEAVE | 5.00 | 0.00 |
| FLOATERS | 1.00 | 3.00 |
| VACATION | 62.25 | 83.56 |
| BANKED TIME USED | 8.38 | 10.16 |
| OFF | 0.00 | 5.75 |
| STATUTORY HOLIDAYS | 26.00 | 29.00 |
| TOTAL | 122.76 | 148.47 |

OVERTIME HOURS

Equivalent Straight Time Hours:

| | 2020 | 2021 | 2020 | 2021 |
|-----------------------|---------------|---------------|----------------|---------------|
| | July | July | Year To | Year To |
| | | | Date | Date |
| ADMINISTRATION | 0.00 | 0.00 | 0.00 | 0.00 |
| TRAVEL | 0.00 | 0.00 | 2.50 | 2.00 |
| ENGINEERING | 4.00 | 0.00 | 4.00 | 3.50 |
| INTERDEPARTMENTAL | 0.00 | 1.50 | 10.75 | 19.75 |
| PRIVATE WORK | 2.25 | 5.25 | 2.25 | 30.50 |
| RECYCLE/GARBAGE | 1.50 | 1.50 | 13.75 | 41.25 |
| ROADS | 40.00 | 0.00 | 362.25 | 182.00 |
| SEWER COLLECTION | 1.50 | 32.00 | 70.50 | 62.25 |
| SIDEWALKS | 0.00 | 15.00 | 57.00 | 23.25 |
| STORES | 0.00 | 0.00 | 38.50 | 37.00 |
| VEHICLE & EQUIPMENT | 0.00 | 0.00 | 33.00 | 0.00 |
| WATER TREATMENT PLANT | 30.00 | 63.25 | 161.75 | 211.75 |
| WATER DISTRIBUTION | 133.50 | 6.25 | 315.75 | 256.75 |
| WATER TOWER | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL | 212.75 | 124.75 | 1072.00 | 870.00 |

OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS
August 2021

STAFFING

The following table is a breakdown of lost man shifts during the month:

| | 2020 | 2021 |
|---------------------|---------------|---------------|
| WSIB | 0.00 | 0.00 |
| WI/LTD | 0.00 | 0.00 |
| SICK DAYS | 9.56 | 9.19 |
| COMPASSIONATE LEAVE | 5.00 | 1.00 |
| FLOATERS | 5.00 | 1.63 |
| VACATION | 86.38 | 57.25 |
| BANKED TIME USED | 13.63 | 7.25 |
| OFF | 0.00 | 3.38 |
| STATUTORY HOLIDAYS | 27.00 | 29.00 |
| TOTAL | 146.57 | 108.70 |

OVERTIME HOURS

Equivalent Straight Time Hours:

| | 2020 | 2021 | 2020 | 2021 |
|-----------------------|---------------|---------------|----------------|----------------|
| | August | August | Year To | Year To |
| | | | Date | Date |
| ADMINISTRATION | 0.00 | 0.00 | 0.00 | 0.00 |
| TRAVEL | 0.00 | 0.00 | 2.50 | 2.00 |
| ENGINEERING | 0.00 | 4.75 | 4.00 | 8.25 |
| INTERDEPARTMENTAL | 0.00 | 4.50 | 10.75 | 24.25 |
| PRIVATE WORK | 9.00 | 0.00 | 11.25 | 30.50 |
| RECYCLE/GARBAGE | 0.75 | 2.25 | 14.50 | 43.50 |
| ROADS | 22.00 | 12.00 | 384.25 | 194.00 |
| SEWER COLLECTION | 1.50 | 159.25 | 72.00 | 221.50 |
| SIDEWALKS | 6.00 | 12.00 | 63.00 | 35.25 |
| STORES | 12.00 | 0.00 | 50.50 | 37.00 |
| VEHICLE & EQUIPMENT | 0.00 | 0.00 | 33.00 | 0.00 |
| WATER TREATMENT PLANT | 43.00 | 32.00 | 204.75 | 243.75 |
| WATER DISTRIBUTION | 76.75 | 25.75 | 392.50 | 282.50 |
| WATER TOWER | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL | 171.00 | 252.50 | 1243.00 | 1122.50 |

TRANSPORTATION REPORT

August 2021

ROADS:

Storm Water Management – Urban

Storm Water Management - Rural:

Removed beaver dams as required

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required
- Street sweeping daily – Downtown Area and Front Street done once weekly.
- Continue curb and gutter replacement in areas identified for repairs.

Loose Top Maintenance:

- Graded all loose top roads twice
- Graded lanes as required.

Roadside Maintenance:

- Cut grass at deadends and CN crossings
- Removed several tree limbs encroaching Kings Highway

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required
- Continue painting crosswalks, stop bars, parking spaces, handicap parking areas and yellow No Parking Areas
- Continued replacing signs that failed reflectivity testing

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.

Regular Maintenance (cont'd)

- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Cut grass at Public Works building and yards.

Private Work:

- Installed private crossing at 718 Armit Avenue

Sidewalks – Winter:**Sidewalks – Summer:**

- Swept sidewalks and bike path along waterfront once weekly.

Vehicles and Equipment:

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required

Public Relations:**Sewer and Water:**

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.
- Replace private crossing and sidewalk from sewer service installation at the old A & W Building.

Interdepartmental:

- Moved several boxes for shredding at the Civic Centre on August 10th and 11th
- Did some brush cutting along the ditches at the Airport property
- Vacuum excavate for a pole installation for FFPC on August 25th.
- Ken McCormick provided coverage for vacation at the Airport from August 2nd to August 7th and again on August 21st and 22nd.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:**Health & Safety:**

- Assigned a worker to clean all frequently touched areas in the shop and lunch room daily (Covid)

Milt Strachan,
Superintendent of Transportation



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

October 18, 2021

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

Attention: Mr. Craig Miller
Environmental Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility
September 2021 Monthly Report**

As per the operating agreement, the attached document is the September 2021 monthly report for the Fort Frances Wastewater Treatment Facility.

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

If you have any questions regarding this report do not hesitate to contact Mr. Ty Maurice, Senior Operations Manager.

Yours truly,

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

Kelly Cunningham
Team Lead

For Ty Maurice
Senior Operations Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
September 2021 Monthly Operations Report**

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of September 2021; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

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

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

LABORATORY

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

SEPTEMBER 2021 EFFLUENT QUALITY

| <i>Parameters</i> | <i>Monthly Actual Concentration mg/L</i> | <i>Compliance Criteria Concentration mg/L</i> | <i>Performance Objective Concentration mg/L</i> | <i>Monthly Actual Loading, kg/d</i> | <i>Compliance Criteria Loading kg/d</i> | <i>Performance Objective Loading kg/d</i> |
|------------------------------------|--|---|---|---|---|---|
| CBOD ₅ | 2.1 mg/L | 25 mg/L | 15 mg/L | 14.5 kg/d | 225 kg/d | 135 kg/d |
| Total Suspended Solids | 2.6 mg/L | 25 mg/L | 15 mg/L | 14.1 kg/d | 225 kg/d | 135 kg/d |
| Total Phosphorus | 0.12 mg/L | 1.0 mg/L | 0.9 mg/L | 0.66 kg/d | 9 kg/d | 8.1 kg/d |
| Total Nitrogen Nitrate Nitrogen | 8.52 mg/L 5.54 mg/L | | | | | |
| Total Cl ₂ Residual | | <0.01 mg/L (when in use) | | | | |
| E-Coli | | 129.1 count/100 ml (geometric mean) | | 200 count/100ml (geometric mean) | | E-coli not to exceed 150 organisms/100ml (monthly geometric mean density) |
| pH | | | | pH range 7.3 to 7.6; average pH was 7.4 | | |
| Temperature degrees C | | | | Temperatures ranged from 17.0 to 18.0 C; average temperature of effluent was 17.4 C | | |

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

WASTEWATER LIQUID PROCESS

The average daily flow for September was 5434.6 m³/day. This represents 60% of the design average flow. Total treated flow for the month was 162428 m³. There was an additional 610 m³ during the scheduled power outage as a bypass event. The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objectives as outlined in the Environmental Compliance Approval.

MAINTENANCE

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

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain. Hosed Snail
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Inspected teacup
- Headworks gas head calibrations were completed
- Replaced shear pin longitudinal collector 2
- Changed oil blowers 4 and 5
- Verifications of the bypass and outfall measuring devices and associated alarms were completed

Pump Stations:

- Ran gensets
- Changed seal water strainers
- Replaced genset batteries for Central Avenue lift station
- All gensets had oil changes and fuel filter replacements by Peterbilt
- Pulled and cleaned pumps 1 and 2 at Central Avenue lift station

PROCESS AND OPTIMIZATION ISSUES

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 130.4 m³ (13 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 16.7 % TS for the month but slump test results from the landfill site have not been provided.

The Fournier press ran for 126.0 hours in the past month.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

There was one bypass event in the reporting period which was during a scheduled power outage that lasted 3.6 hours and measured 610 m3. Wastewater flowed through the plant by gravity during the outage.

COMMENTS

Plant power consumption for the month was 452 (x 180 multiplier) kWh.

The Fournier press has been operated 1121.5 hours in 2021.

Dan Veneruzzo did polymer jar testing.

Headworks gas head calibrations were completed

Verifications of the bypass and outfall measuring devices and associated alarms were completed

Annual digested sludge samples were sent to the lab

REPORTS

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

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

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

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

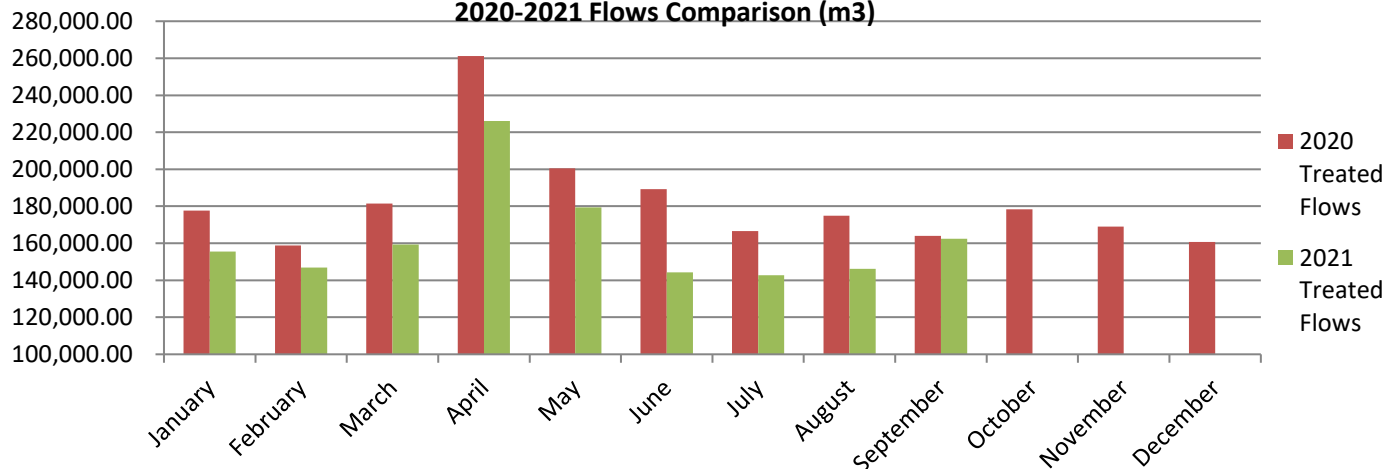
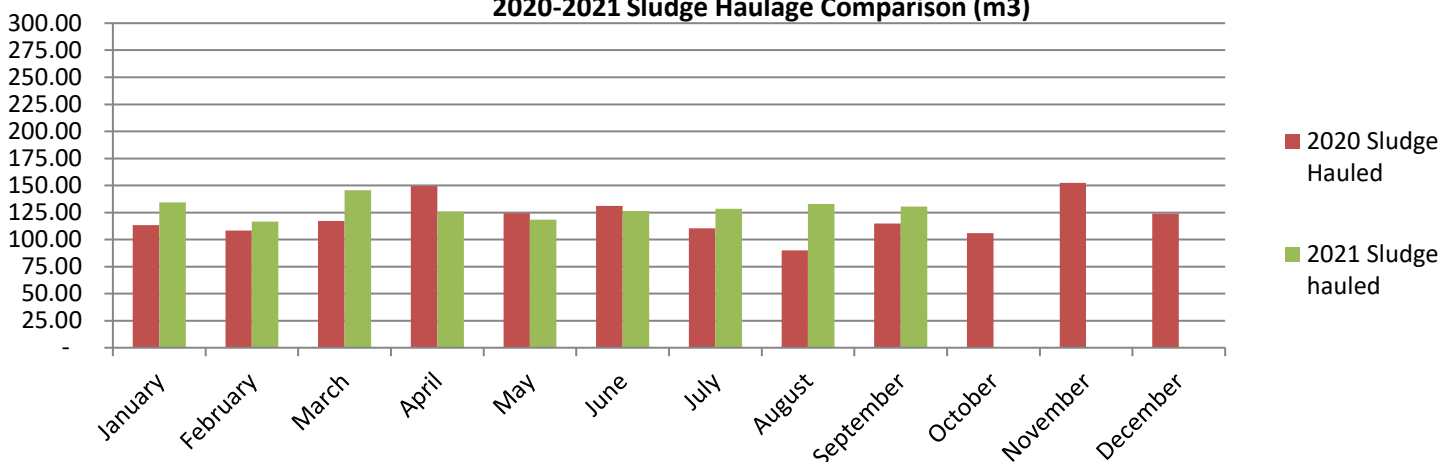
2021 Fort Frances Wastewater

| Month | Sewage Flows Year 2021 | | | | | Usage | Calculated | Sludge | Removal Efficiency | |
|-----------|------------------------|---------|-----------|-----------|---------|----------|------------|--------|------------------------------|--|
| | Avg. Day | Max Day | Total | Total | Total | % Plant | Volume | Bins | CBOD5 0.975735213 | |
| | Flow | Flow | Treated | ByPass | Volume | Capacity | Hauled | Hauled | Suspended Solids 0.982620396 | |
| | m3 | m3 | Volume ML | Volume ML | ML | | M3 | | Total Phosphorus 0.964828137 | |
| January | 5015.0 | 5375 | 155465 | | 155465 | 56% | 134.4 | 13 | | |
| February | 5244.0 | 5551 | 146883 | | 146883 | 58% | 116.6 | 11 | | |
| March | 5141.9 | 5653 | 159400 | | 159400 | 57% | 145.6 | 14 | | |
| April | 7538.1 | 11729 | 226144 | | 226144 | 84% | 125.7 | 13 | | |
| May | 5788.8 | 6607 | 179453 | | 179453 | 64% | 118.3 | 11 | | |
| June | 4811.1 | 5142 | 144334 | | 144334 | 53% | 126.4 | 12 | | |
| July | 4603.1 | 5235 | 142697 | | 142697 | 51% | 128.3 | 12 | | |
| August | 4717.7 | 6678 | 146248 | | 146248 | 52% | 132.9 | 13 | | |
| September | 5434.6 | 10804 | 162428 | 610 | 163038 | 60% | 130.4 | 13 | | |
| October | | | | | | 0% | | | | |
| November | | | | | | 0% | | | | |
| December | | | | | | 0% | | | | |
| Sum | | | | 610 | 1463662 | | 1158.6 | 112 | | |
| Average | 5366 | | 162561 | | 162629 | 53% | 128.7 | 12.4 | | |
| Max | | 11729 | 226144 | | 226144 | | | 14 | | |
| ECA | 9000 | 18000 | | | | | | | | |

| Month | BOD5/CBOD5 | | | Suspended Solids | | | Total Phosphorus | | | Nitrogen | | E. Coli | pH | |
|-----------|---------------|----------------|------------------|------------------|---------------|-----------------|------------------|---------------|-----------------|---------------|-------------------|------------------|---------|---------|
| | Avg. Raw | Avg. Eff. | Avg. Load | Avg. Raw | Avg. Eff. | Avg. Load | Avg. Raw | Avg. Eff. | Avg. Load | Avg. Raw | Avg. Eff. | Geo Mean | Monthly | Monthly |
| | BOD (mg/L) | CBOD (mg/L) | CBOD (kg/day) | S.S (mg/L) | S.S (mg/L) | S.S (kg/day) | T.P (mg/L) | T.P (mg/L) | T.P (kg/day) | TKN (mg/L) | Total N (mg/L) | Counts /100ml | Minimum | Maximum |
| January | 123.8 | 2.2 | 11.1 | 196.5 | 2.5 | 12.7 | 2.99 | 0.07 | 0.33 | 26.2 | 11.8 | 10.0 | 6.6 | 7.0 |
| February | 91.0 | 2.7 | 14.3 | 185.9 | 3.0 | 15.9 | 2.79 | 0.08 | 0.41 | 22.7 | 15.1 | 10.0 | 6.6 | 7.1 |
| March | 104.4 | 3.4 | 17.6 | 179.1 | 3.6 | 18.5 | 2.34 | 0.08 | 0.40 | 18.6 | 15.0 | 12.5 | 7.0 | 7.4 |
| April | 91.8 | 2.5 | 20.0 | 160.7 | 5.0 | 40.5 | 2.23 | 0.08 | 0.63 | 15.8 | 12.6 | 17.8 | 7.1 | 7.5 |
| May | 87.6 | 2.3 | 13.3 | 166.1 | 4.0 | 23.5 | 2.34 | 0.11 | 0.61 | 18.0 | 13.9 | 22.2 | 7.2 | 7.4 |
| June | 97.8 | 2.3 | 10.7 | 208.8 | 4.3 | 20.8 | 3.18 | 0.12 | 0.57 | 18.6 | 14.7 | 55.7 | 7.2 | 7.4 |
| July | 86.0 | 2.0 | 9.3 | 211.8 | 2.5 | 11.5 | 2.88 | 0.06 | 0.27 | 19.5 | 12.0 | 18.1 | 7.1 | 7.5 |
| August | 117.2 | 2.5 | 11.7 | 210.6 | 3.5 | 16.7 | 3.08 | 0.16 | 0.78 | 28.1 | 8.3 | 17.2 | 7.0 | 7.4 |
| September | 108.3 | 2.1 | 14.5 | 264.2 | 2.6 | 14.1 | 3.19 | 0.12 | 0.66 | 20.3 | 8.5 | 129.1 | 7.3 | 7.6 |
| October | | | | | | | | | | | | | | |
| November | | | | | | | | | | | | | | |
| December | | | | | | | | | | | | | | |
| Average | 100.9 | 2.4 | 13.6 | 198.2 | 3.4 | 19.4 | 2.78 | 0.10 | 0.52 | 20.9 | 12.4 | 32.5 | 7.0 | 7.4 |
| Max | 123.8 | 3.4 | 20.0 | 264.2 | 5 | 40.5 | 3.19 | 0.16 | 0.78 | 28.1 | 15.1 | 129.1 | 7.3 | 7.6 |
| ECA | | 25 | 225 | | 25 | 225 | | 1.0 | 9.0 | | | 200 | 6.0 | 9.5 |

2020-2021 Comparison Chart

| Month | 2020 Treated Sewage | 2021 Treated Sewage | % Variance 2020 to 2021 | 2020 Hauled Sludge | 2021 Hauled Sludge | % Variance 2020 to 2021 |
|---------------|---------------------|---------------------|-------------------------|--------------------|--------------------|-------------------------|
| | m3 | m3 | m3 | m3 (calculated) | m3 (calculated) | m3 |
| January | 177,747.00 | 155,465.00 | -14% | 113.20 | 134.40 | 19% |
| February | 158,832.00 | 146,883.00 | -8% | 108.20 | 116.60 | 8% |
| March | 181,415.00 | 159,400.00 | -14% | 117.10 | 145.60 | 24% |
| April | 261,159.00 | 226,144.00 | -15% | 149.30 | 125.70 | -16% |
| May | 200,528.00 | 179,453.00 | -12% | 124.40 | 118.30 | -5% |
| June | 189,252.00 | 144,334.00 | -31% | 131.00 | 126.40 | -4% |
| July | 166,681.00 | 142,697.00 | -17% | 110.50 | 128.30 | 16% |
| August | 174,870.00 | 146,248.00 | -20% | 89.90 | 132.90 | 48% |
| September | 163,947.00 | 162,428.00 | -1% | 114.80 | 130.40 | 14% |
| October | 178,352.00 | | #DIV/0! | 105.80 | | -100% |
| November | 169,049.00 | | #DIV/0! | 152.50 | | -100% |
| December | 160,702.00 | | #DIV/0! | 123.90 | | -100% |
| Totals | 2,182,534.00 | 1,463,052.00 | -49% | 1,440.60 | 1,158.60 | -20% |

2020-2021 Flows Comparison (m3)**2020-2021 Sludge Haulage Comparison (m3)**

Workorder Summary Report

Report Start Date: Sep 1, 2021 12:00 AM
Report End Date: Sep 30, 2021 11:59 PM
Location: 1103*
Work Order Type: ADMIN, CALL, CAP, CORR, EMER, OPER, PM
Work Order Class:

| | | | | WorkOrder | | PM Schedule | | Workorder Details | | | | | |
|-------------------------|------------|---------------------------------------|--|-----------|---------------------------|-------------|--------|---|--------|-----------------|------------------|------------------|---|
| WO # | Asset ID | Asset Description | Location Description | Type | Class | FEQ | Units | Work Order Description | Status | Schedule Start | Actual Start | Actual Finsh | WorkLog Detail |
| 2433618 | | | 1103, Fort Frances WPCP | OPER | Inspection | 1 | MONTHS | Grass Cutting at Wastewater Treatment (1m) 1103 | COMP | 9/1/21 12:00 AM | 10/3/21 12:04 PM | 10/3/21 12:04 PM | |
| 2445769 | 0000227376 | PANEL ALARM/ DIALER | 1103, Fort Frances WPCP, Process, Process Control & Monitoring | PM | Inspection | 1 | MONTHS | Critical Alarm/Dialer Testing (1m) 1103 | COMP | 9/1/21 12:00 AM | 9/27/21 11:00 AM | 9/27/21 12:00 PM | Dialer Test -We test daily. |
| 2445773 | | | 1103, Fort Frances WPCP | PM | Refurbish/ Replace/Repair | 1 | MONTHS | Diesel Gensets Inspection/ Functional Tests (1m) 1103 | COMP | 9/1/21 12:00 AM | 9/28/21 06:57 AM | 9/28/21 06:57 AM | Monthly Gensets -Gensets ran for 4 hours during power outage. |
| 2445799 | | | 1103, Fort Frances WPCP | PM | Health and Safety | 1 | MONTHS | Health And Safety Inspection (1m) 1103 | COMP | 9/1/21 12:00 AM | 9/26/21 07:30 AM | 9/26/21 08:30 AM | Monthly H&S -No issues. |
| 2445810 | | | 1103, Fort Frances WPCP | PM | Inspection | 1 | MONTHS | TPM Inspection/Maintenance (1m) 1103 | COMP | 9/1/21 12:00 AM | 10/3/21 12:09 PM | 10/3/21 12:09 PM | |
| 2445815 | | | 1103, Fort Frances WPCP | OPER | Health and Safety | 1 | YEARS | WHMIS/MSDS/NSF Review And Update (1y) 1103 | COMP | 9/1/21 12:00 AM | 10/8/21 06:51 AM | 10/8/21 06:51 AM | |
| 2446134 | | | 1103, Fort Frances WPCP | PM | Inspection | 1 | MONTHS | Blowers/Motors Inspection/Service (1m/3m) 1103 | COMP | 9/1/21 12:00 AM | 9/30/21 07:00 AM | 9/30/21 08:00 AM | Monthly Blower Maint. -I greased all blowers. |
| 2446144 | 0000246402 | CENTRIFUGE GS2-2-1 TEACUP/ GRIT SNAIL | 1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting | PM | Inspection | 1 | MONTHS | Teacup Centrifuge Inspection/ Service (1m/3m/1y) 1103 | COMP | 9/1/21 12:00 AM | 9/29/21 07:00 AM | 9/29/21 08:00 AM | |
| 2446602 | | | 1103, Fort Frances WPCP | PM | Refurbish/ Replace/Repair | 1 | YEARS | Air Handling Units Inspection/ Service (1y) 1103 | COMP | 9/1/21 12:00 AM | 10/3/21 03:11 PM | 10/3/21 03:11 PM | Air Handling Units Inspection/ Service (1y) 1103 -Replaced all air filters, greased bearings and replaced belts. KC |
| 2454273 | | | Fort Frances Water Pollution Control Plant | CALL | Refurbish/ Replace/Repair | 0 | | Longitudinal collector number 2 failure call in | COMP | | 9/20/21 03:35 AM | 9/20/21 05:30 AM | Longitudinal collector number 2 failure call in -I was called for a longitudinal collector number 2 failure at 0335 hours September 20, 2021. Once at the plant I acknowledged alarms on SCADA computer and then replaced a broken sheer pin. The clarifier drive started and ran fine. Closed working alone ticket after monitoring for a time. |