

**COMMITTEE OF THE WHOLE MEETING**

Committee Room and Council Chambers, Civic Centre

(Session No. 093) 5:30 PM

Microsoft Teams meeting

**Join on your computer or mobile app**

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**Or call in (audio only)**

[+1 807-701-5975, 952497053#](#) Canada, Thunder Bay

Phone Conference ID: 952 497 053#

Page

1. **Call to Order / Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof.**
3. **Delegations/Deputations:**
  - 3.1 Canacre on behalf of Bell Mobility, Evan Turunen and Maria Wood 6 - 33
    - THAT the deputation from Evan Turunen and Maria Wood on behalf of Bell Mobility be received with appreciation
    - AND THAT the matter be referred to the Planning and Development Executive committee for a recommendation
4. **Council Reports on Board & Committee Activity:**
  - 4.1 Mayor Caul - Verbal Update
  - Councillor Behan - Verbal Update
  - Councillor Brunetta - Verbal Update
  - Councillor Hallikas - Verbal Update
5. **Consent Agenda:**
  - 5.1 Collaborative Sourcing 34 - 51
    - approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to authorize the Mayor and Clerk to execute a Client Supplier Agreement with Integra Data Systems Corporation.
  - 5.2 MNRF Forest Management Agreement Report 2022 52 - 58

- approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to approve the report as presented, and that Council authorizes the entering into of a new agreement between the Town of Fort Frances and the Ministry of Natural Resources for a 5-year term beginning April 1, 2022, and further that a by-law be brought forward for execution by the Mayor and Clerk.

- |     |   |         |
|-----|---|---------|
| 5.3 | <p>Council Meeting Changes Re: Municipal and School Board Elections</p> <p>- approval of this report will agree with the recommendation from the Administration and Finance Executive Committee that the Monday October 24, 2022 Committee of the Whole and Regular Council meetings be cancelled being the Municipal and School Board Election Day and that the Executive Committees also be cancelled the week of October 17 to the 21, 2022</p>  | 59      |
| 5.4 | <p>Delegation by Council to CAO of certain authorities due to Lame Duck</p> <p>- approval of this report will agree with the recommendation from the Administration and Finance Executive Committee that a By-Law be prepared to provide for the delegation of authority to the CAO in the event that Council is lame duck to address matters relating to:</p> <ol style="list-style-type: none"> <li>1.the hiring or dismissal of any employee of the municipality;</li> <li>2.the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal and</li> <li>3.making expenditures or incurring any other liability which exceeds \$50,000</li> </ol> <p>AND THAT the Municipal Clerk / Returning Officer advise Council following Nomination Day or Final Voting Day in the 2022 Municipal Election if it is determined that the restricted acts clause of the Municipal Act has been engaged.</p> | 60 - 63 |
| 5.5 | <p>Letter dated February 7, 2022 Re: Snow Removal</p> <p>- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the letter dated February 7, 2022 from Ms. Jennifer Woods be received and that no further action be taken at this time.</p>   | 64 - 66 |
| 5.6 | <p>Request to Operate the Point Park Canteen</p>  | 67 - 69 |

	<p>- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:</p> <p>1.Council direct Administration to work toward entering into a lease agreement with Ms. Tasha Wagner to lease the Point Park Office building for the purposes of running a canteen.</p> <p>2.The Town obtain estimates for the replacement of the windows and confirm a timeline to do so, and that this information be brought back to the Operations and Facilities Executive Committee then council to approve the unbudgeted capital expense.</p>	
5.7	<p>Contribution Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry.</p> <p>- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a contribution agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry and further that a by-law be prepared authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.</p>	70 - 100
5.8	<p>Development of a Skating Trail</p> <p>- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:</p> <p>1.A small amount of funds be included in 2022, funded from the Municipal Accommodation Tax Reserves, to support a local group or entity to explore the feasibility of developing a skating trail on Rainy Lake in December 2022 for the 2022/23 winter season.</p> <p>2.That the two Administration reports regarding this initiative be presented to the MAT Committee for their review and recommendation on funds to be considered for the 2022 work and an annual ongoing contribution.</p> <p>3.That the MAT Committee and the Town work to nail down a proposed location and engage local and neighboring stakeholders through 2022 to get entities on board with the development for the 2022/23 winter season.</p>	101 - 102
5.9	<p>Updates to the Fort Frances Airport Management Structure Modification Policy</p>	103 - 106

	Page
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the amended policy titled Town Requirements when the Airport Management Structure is Modified be approved.	
5.10 Renewal of Bearskin Annual Lease	107 -
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:	110
1) That the lease agreements with Perimeter Airlines C/O EIC Shared Services be executed.	
2) That the Mayor and Clerk be authorized to execute the lease agreements on behalf of the Corporation.	
 <b>6. <u>Administration and Finance Division:</u></b>	
6.1 Councillor Brunetta Pier Diem	111 -
-approval of this Report will agree with the recommendation of the Administration and Finance Executive committee to approve Schedule "F" Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$320.00 as submitted by Councillor Wendy Brunetta for attendance at the ROMA Conference held virtually on January 24 and 25, 2022.	117
6.2 Councillor Behan Per Diem	118 -
- approval of this Report will agree with the recommendation of the Administration and Finance Executive committee to approve Schedule "F" Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$80.00 as submitted by Councillor Michael Behan for attendance at the RRDMA Annual General Meeting held virtually on January 15, 2022.	122
6.3 Award of Tender 22-AF-01 for the supply and delivery of surveillance cameras	123 -
- approval of this report will agree with the recommendation from the IT Manager to authorize the award of Tender 22-AF-01 for the supply and delivery of surveillance cameras to 407695 Ontario Ltd. o/a Sight & Sound at a cost of \$78,868.07 including the Town's portion of HST; and further that the Mayor and Clerk execute the Standard Form of Agreement with 407695 Ontario Ltd. o/a Sight & Sound	132
6.4 To amend the Procedural By-Law relating to Electronic Participation	133 -
- approval of this report will agree with the recommendation from the Municipal Clerk to amend the Procedural By-Law to provide broader provisions relating to electronic participation	137

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<b>7.     <u>Information:</u></b>	
7.1     Fort Frances Wastewater Treatment Facility January 2022 Monthly Report	138 - 147
7.2     Operations and Facilities Division - Public Works Area - Operations Statistics - January 2022	148 - 149
7.3     Sewer and Water Data for 2022	150
7.4     2022 Tonnage at the Landfill Site	151
7.5     Airport Statistics as of January 31, 2022	152 - 153
<b>8.     <u>ADJOURNMENT</u></b>	

## Appendix E

### Application for Delegation / Deputation



#### REQUEST FOR DELEGATION / DEPUTATION BEFORE COUNCIL OF THE TOWN OF FORT FRANCES

ALL DELEGATIONS / DEPUTATIONS ARE REQUIRED TO PROVIDE A WRITTEN  
SUBMISSION PRIOR TO THE AGENDA DEADLINE

All written or electronic submissions and background information for consideration by Council must be submitted to the Clerk's Office by 12 noon on the Thursday preceding the meeting. Electronic submissions should be submitted in Microsoft Power point, Microsoft word or PDF format. As per the Procedural By-law, there is a maximum of three (3) deputations allowed per meeting and delegates are given ten (10) minutes to make their presentation.

Preferred Meeting Date: February 28, 2022

I am requesting a delegation / deputation to speak:

- a) ☐ On my own behalf; or  
b) ☒ On behalf of a group / organization / association (if b) please state name of group below)

Canacre on behalf of Bell Mobility

Will you be providing an electronic formatted presentation? ☒ Yes ☐ No

**Name of Speaker (s)** – A delegation / deputation wishing to appear before Council shall be limited to a total speaking time of ten (10) minutes (regardless of the number of speakers listed). Please state name of speaker(s) below.

Evan Turunen

Maria Wood

#### Subject of Presentation

Please describe below the subject matter of the requested delegation / deputation in sufficient detail to provide the Town of Fort Frances a means to determine its content and define how the matter aligns with Council's mandate / strategic priorities. All material needs to be provided to the Clerk by 12 noon on the Thursday prior to the meeting.

Request municipal concurrence for proposed Bell monopole X3187  
- Fort Frances Town Centre located at 238 Church Street.

(use a separate sheet of paper if not enough space allowed here)

**Reason why this delegation / deputation is important to Council and to the municipality:**  
Council concurrence required to proceed with the Industry, Science, and Eco-  
nomics Development Canada approval.

Date of Request: February 23, 2022 Signature of Speaker: *Evan Turunen*

Address: 489 Queen St. E, Suite 300 Toronto, ON

Telephone / Fax Numbers: (416) 548-8602 x 2186

E-mail Address: eturunen@canacre.com

Scheduling will be at the discretion of the Clerk and will be confirmed prior to the meeting deadline. There are no guarantees that by requesting a certain date(s) your delegation / deputation will be accepted, as prior commitments may make it necessary to schedule an alternate date suggested by the Clerk.

Individuals who submit letters and other information to Council should be aware that any personal information contained within their communications may become part of the public record and made available through the Council Agenda process.

Personal information on this form is collected under the legal authority of the Municipal Act, S.O., 2001, Chapter 25, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public pursuant to Section 27 of the Municipal Freedom & Protection of Privacy Act. Questions about this collection should be directed to the Clerk's Office.

Clerk's Office Contact:

Elizabeth (Lisa) Slomke, AOMC, Clerk  
320 Portage Avenue  
Fort Frances, ON P9A 3P9  
1-807-274-5323 ext. 1215  
[lslomke@fortfrances.ca](mailto:lslomke@fortfrances.ca)

# Bell Mobility

## Fort Frances Town Centre – X3187

### Monopole Proposal



## Agenda:

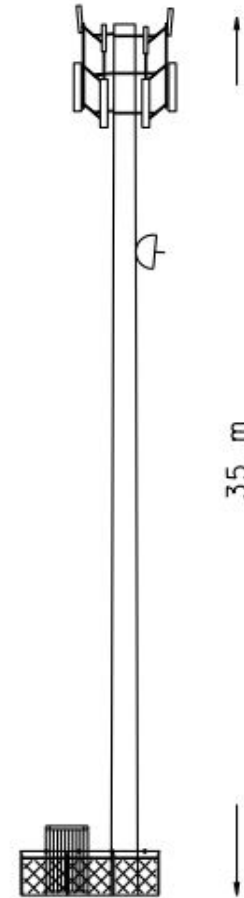
- Proposal summary and current network objectives
- Tower design and site location candidates
- Current proposed technical features/characteristics
- Visual Simulations
- Next Steps

# Tower Type - Monopole

The tower proposed is a “monopole”.

This structure is designed to look sleek,  
and blends well with the urban community.

This proposal will include a temporary  
tower at the proposed location to  
maintain high quality wireless LTE services  
in the Fort Frances community during the  
intermittent phase of this project.



Existing  
Location



# Alternate Locations





Visual Simulation



Original Photograph



Note: This visual simulation is a general visual simulation of the proposed tower and the final equipment configuration is subject to change. The tower will be marked and lighted in accordance with Transport Canada and NAV Canada requirements.

**Bell**

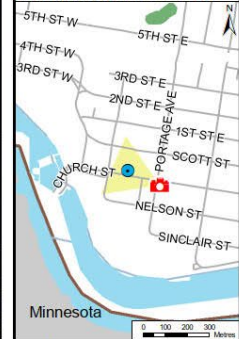
**FORT FRANCIS  
(X3187)**

**VISUAL SIMULATION OF  
PROPOSED  
35M MONOPOLE  
TOWER FROM  
CHURCH STREET  
SOUTHEAST OF SITE**

Index Map



Photograph and Tower Location



**Legend**  
 Camera Location  
 Tower Location  
 Photograph Viewshed  
 Road  
 Waterbody  
 Wooded Area

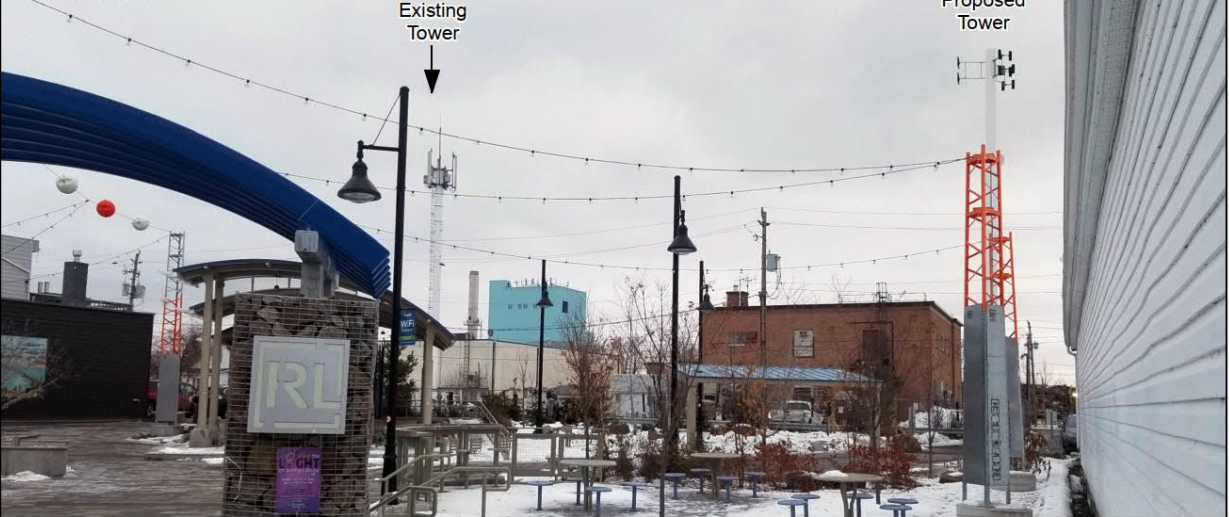
Date: December 9, 2021  
 Projection: NAD 1983 UTM Zone 15N  
 Sources: Ontario Ministry of Natural Resources and Forestry, Queen's Printer for Ontario, 2021

**CANACRE**  
 A QUANTA SERVICES COMPANY

Map12-0269 - X3187 - 1



Visual Simulation



Original Photograph



Note: This visual simulation is a general visual simulation of the proposed tower and the final equipment configuration is subject to change. The tower will be marked and lighted in accordance with Transport Canada and NAV Canada requirements.



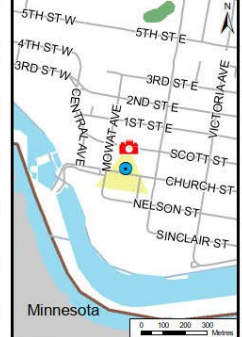
FORT FRANCIS  
(X3187)

VISUAL SIMULATION OF  
PROPOSED  
35M MONOPOLE  
TOWER FROM  
SCOTT STREET  
NORTH OF SITE

Index Map



Photograph and Tower Location



- Legend
- Camera Location
  - Tower Location
  - Photograph Viewshed
  - Road
  - Waterbody
  - Wooded Area

Date: December 9, 2021  
Projection: NAD 1983 UTM Zone 15N  
Sources: Ontario Ministry of Natural Resources and Forestry, Queen's Printer for Ontario, 2021



Map12-0269 - X3187 - 2

# Consultation Summary:

- The Town follows the telecommunication policy set out in ISED's Default Public Consultation Process for tower proposals.
- Requirements:
  - Notification to landowners within 3x tower height (105m) of the proposed tower property
  - Notice to be posted in the local newspaper (Fort Frances Times)
- No residents responded throughout the consultation process.
- Although most tower proposals receive some level of opposition, we are pleased to advise Council and staff that no objections were brought forward to the tower location or proposal in general

## Conclusion:

- Proposed site is required to maintain **Mobile LTE Network Coverage/Capacity** for the local community.
- Bell Mobility met all consultation requirements to ensure that landowners were notified and invited to comment on the proposal.
- Bell Mobility thanks the Town of Fort Frances staff and community for their input and collaboration to bring better services to this community.
- **Bell Mobility is officially requesting that Council deliver a Letter of Concurrence for the Fort Frances Town Centre – X3187 monopole proposal.**

Thank you.

Questions ?



Cody Vangel  
 Chief Building Official & Municipal Planner  
 Town of Fort Frances  
 320 Portage Avenue  
 Fort Frances, Ontario, P9A 3P9

February 22, 2022

Dear Cody,

As you are aware, Bell Mobility is proposing to build a 35m monopole tower to the official position described as follows: LOT 339 & PART OF LOT 340, TOWN PLOT OF ALBERTON, TOWN OF FORT FRANCES, DISTRICT OF RAINY RIVER; with municipal address: 238 Church Street, Fort Frances, ON. This proposal will include a temporary tower at the proposed location to maintain high quality wireless LTE services in the Fort Frances community during the intermittent phase of this project.

Canacre Ltd., being an Authorized Agent of Bell Mobility Inc., has followed Industry, Science, and Economic Development's Default Consultation Process. As per the policy, all residents living within a radius of 3 times the height of the proposed tower property were contacted. Also, an ad was published in the local newspaper, the Fort Frances Times, to inform the entire community about the project. Throughout this process, Bell Mobility was available to all residents who may have had a concern regarding the proposed structure.

No additional third-party permits are required for this tower proposal. Transport Canada and NAV Canada permits have been applied for and we have received NAV Canada approval while the Transport Canada application is pending. As you may know, telecommunication towers are exempt from building permits and so this will not be pursued. Therefore, please accept this letter as a formal request for concurrence.

Please sign on the line indicated below to confirm that you have no further comments or concerns.

Thank you,

Evan Turunen  
 Planner  
 Canacre Ltd.  
 Tel: 416-548-8602 ext. 2186

---

Signature of Designated Official for providing concurrence:

---

June Caul  
 Mayor of Fort Frances



Cody Vangel  
 Chief Building Official & Municipal Planner  
 Town of Fort Frances  
 320 Portage Avenue  
 Fort Frances, Ontario, P9A 3P9

February 22, 2022

**Subject: Bell Mobility – X3187 – Fort Frances – Consultation Summary**

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**Consultation Summary:**

Bell Mobility is proposing the X3187 Fort Frances monopole to maintain wireless LTE mobile services in the Fort Frances community. As per Industry, Science, and Economic Development Canada's (ISED) CPC-2-0-03 Public Consultation process, Bell sent out notifications to all property owners within 105 m of the monopole telecommunication tower property and no comments or questions were received throughout the consultation period. We are pleased to announce that we received no objections to the proposal.

**Summary of written comments:**

Comment Type	Summary of Comments
Positive	• N/A
Neutral/Questions	• N/A
Negative	• N/A

January 19, 2021



VIA EMAIL

Cody Vangel  
Chief Building Official & Municipal Planner  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario, CA, P9A 3P9

**Subject:** Information Package  
Proposed Monopole Installation

**Address:** 238 Church Street, Fort Frances, ON  
**Legal Description:** LOT 339 & PART OF LOT 340, TOWN PLOT OF ALBERTON, TOWN OF FORT FRANCES, DISTRICT OF RAINY RIVER

**Coordinates:** Latitude: N 48°36' 32.9", Longitude: W 93°23' 51"

**Bell Site Reference:** X3187 – Fort Frances Town Centre

Dear Mr. Vangel,

As you know, Canacre Ltd. is representing Bell Mobility Inc. ("Bell") in the consultation for the installation and operation of a telecommunications installation in the Town of Fort Frances ("Town"). We have been in preliminary consultation with the Town to identify a suitable design and location for a 35-metre monopole to provide improved wireless data and voice communication.

This Information Package is to provide detailed information on the new telecommunications installation required to improve wireless service to the community and to invite comments from the Town as part of the consultation process. The purpose of this site is to maintain wireless coverage in the Town of Fort Frances and surrounding area after the decommissioning of the existing antenna due to a change in land-use on the site. The proposed monopole will continue to support Bell's wireless network, and benefit the residents and businesses of the community by providing them with access to reliable wireless telecommunication services.

Bell is committed to working with the Town and the community in consultation to obtain feedback for the proposed tower to determine an appropriate location and design for the tower that will improve wireless services. Please consider this information package the official commencement of the consultation process.

If you require anything further, please do not hesitate to contact us at (416) 548-8602 ext 2186 or directly by e-mail at [eturunen@canacre.com](mailto:eturunen@canacre.com).

Sincerely,

Evan Turunen  
Planner, Planning and Permitting  
Agent for Bell

Encl: Bell Information Package  
Mail Out Notice  
Newspaper Notice  
Site Plan

cc: Matthew Milligan, Senior Advisor Real Estate and Government Relations, Bell Mobility Inc.  
Innovation, Science and Economic Development Canada – Eastern and Northern Ontario District

**Subject:** Information Package  
Proposed 35m Monopole Installation

**Address:** 238 Church Street, Fort Frances, ON.

**Legal Description:** LOT 339 & PART OF LOT 340, TOWN PLOT OF ALBERTON, TOWN OF FORT FRANCES, DISTRICT OF RAINY RIVER

**Coordinates:** Latitude: N 48° 36' 32.9", Longitude: W 93° 23' 51"

**Bell Site Reference:** X3187 – Fort Frances Town Centre

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## 1. Proposed Location

Bell Mobility Inc. ("Bell") is proposing to locate a new telecommunications tower at the above-reference location, on land owned by Bell. The site is located on lands designated as "Downtown Business Area" in the Town of Fort Frances Official Plan and "Commercial - C2" in the Town's Zoning By-Law (please note radio installations are federally regulated and do not need to adhere to local zoning regulations). The site is located at the western edge of 238 Church Street, Fort Frances, ON.

In selecting the proposed location, a number of other sites were also considered:

- a. **Evaluation of Existing Structures.** As required by Innovation, Science and Economic Development Canada ("ISED", formerly known as Industry Canada), before a new free standing tower is proposed, a telecommunications carrier must make best efforts to evaluate any existing structures - towers or rooftops - that may be available to support new equipment or to use for co-location. After careful examination, it has been determined there are no viable existing structures in the area that would be suitable for the operations of Bell's network equipment.
- b. **Alternative Sites Considered.** Multiple other properties and locations were investigated by Bell that were determined to be less appropriate than the current proposed location for various reasons. These sites were assessed by a detailed analysis conducted by Bell's Radio Frequency Engineering Department, and subsequently in the field by conducting multiple site visits by the project team personnel. The proposed site location is depicted under **Appendix 1: Proposed Site Location**.

**CAN1 (Proposed Location):** CAN1 met acceptable road and utility access requirements. The proposed location satisfies network improvement objectives while minimizing potential negative aesthetic impacts to the area compared to the alternate candidates considered.

**CAN2:** CAN2 met radiofrequency objectives but was rejected in favour of CAN1 as CAN2 is in closer proximity to the nearby market area and existing storm sewer system. It was determined that developing CAN2 would unnecessarily impose potential negative aesthetic impacts in the community and interfere with storm sewer infrastructure.

**CAN3:** CAN3 met radiofrequency objectives but was rejected in favour of CAN1 due to CAN3 being in closer

proximity to nearby market area and existing storm sewer system. It was determined that developing CAN3 would unnecessarily impose potential negative aesthetic impacts in the community and interfere with storm sewer infrastructure.

## 2. Proposed Design

In order to enhance wireless service, Bell is proposing to install a 35-metre monopole on the southwest corner of 238 Church Street that will service the area.

Bell has completed a survey plan (see **Appendix 3: Survey Plan**) as well as visual simulations of the proposed monopole (see **Appendix 4: Visual Simulations**). The proposed design is subject to change based on final engineered design.

Bell has made efforts to minimize the visibility of the monopole to the area residents. This location was selected not only because it had the least visual impact compared to all the viable sites and is over 250 metres away from the closest residential dwelling, but also provides the community with the highest network coverage and capacity improvements. Additionally, the proposed tower design is a monopole, which is an unobtrusive design option.

Bell welcomes any comments from the Town of Fort Frances in regards to the proposed monopole location and design.

## 3. Temporary Tower “Cell on Wheels”

Due to a change in land uses on the property where Bell's existing antenna site is located in Fort Frances, the current site providing service to this community must be decommissioned. As a result, this proposal is being brought forward to address the loss of network coverage and capacity, and to provide greater opportunity for network improvements in the area.

This proposal will include a temporary tower at the proposed location, called a Cell On Wheels (COW) to maintain service for the Fort Frances community during the intermittent phase of this project. The COW will be established prior to the decommissioning of the existing rooftop antenna, and will be taken down when the proposed monopole becomes operational and is able to service the community.

## 4. Public Consultation Process

Although ISED has exclusive jurisdiction in the licensing of radiocommunication sites, such as the proposed tower, ISED also requires proponents to consult with the local land use authority and public.

As the Town does not currently hold a telecommunications policy, Bell would like to initiate ISED's *Default Public Consultation Process* (as described in the ISED circular, CPC-2-0-03, commonly referred to as the “CPC”). Information on the consultation process as described under Section 4 may be found on-line at:

<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf08777.html#contents>

To engage the community to bring forth any comments and questions in regards to the proposed tower site, the CPC will require Bell to contact all residents in writing within three times the tower height (105 metres from the tower property) the issuance of a notification package and to place a public notice in the local paper to invite the public to comment on the proposed site for a minimum of a 30-day period. Bell has officially commence the consultation as of January 19, 2022 and a newspaper ad has been published in the Fort Frances Times.

Under the CPC, during the 30-day comment period, Bell is required to acknowledge receipt of any comments or questions within 14 days. Bell will then address all reasonable and relevant concerns within 60 days. The commenting party has a further 21 days to reply to Bell, after which the comment period will close

At the conclusion of the consultation process, Bell will prepare and submit to the Town of Fort Frances a summary of comments received from the community and the replies provided by Bell.

## 5. Concurrence Requirements

Although Bell is exclusively regulated by the Federal Government, ISEDC requires Bell to consult with the land use authority as a commenting body in the siting of antenna support structures. As a form of comment, Bell will be seeking support or concurrence from the Town in the form of a Resolution, Minutes of a committee meeting or council and/or a letter that addresses the following items:

- The Town is satisfied with Bell's consultation process, as outlined in the current telecommunication policy;
- The proposed design and location is acceptable;
- That the Town has been consulted and concurs with the monopole tower location.

## 6. Health and Safety Compliance

The installation and operation of the proposed monopole tower will be in compliance with the following safety standards:

### a) Safety Code 6

Bell attests that the proposed monopole will at all times comply with Health Canada's Safety Code 6 which limits the public's exposure to radiofrequency electromagnetic fields (EMF) and ensures public safety. This code is based on current, accepted scientific data. Additional information on health and safety may be found on-line at:

[http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/h\\_sf01702.html](http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/h_sf01702.html)

Safety Code 6 takes into account all RF emissions in the area to ensure levels in EMF energy

operate within the safety limits. Safety Code 6 exposure limits are not device specific, but the limits do take into account the total exposure from all sources of RF energy.

For more detailed information on Safety Code 6, please see:

[https://www.canada.ca/content/dam/hc-sc/migration/hc-sc/ewh-semt/alt\\_formats/pdf/consult/2014/safety\\_code\\_6-code\\_securite\\_6/final-finale-eng.pdf](https://www.canada.ca/content/dam/hc-sc/migration/hc-sc/ewh-semt/alt_formats/pdf/consult/2014/safety_code_6-code_securite_6/final-finale-eng.pdf)

**b) Environmental**

There are no environmental restrictions for this proposed site location. Bell will undertake all the necessary environmental assessment(s) to mitigate potential impacts in the siting and construction of the proposed monopole. The proposed site is not within Environmental Protection Areas or Hazard Areas as per Schedule A in the Town's Official Plan, or within any Resources, Hazards, and General Overlay Designations.

**c) Engineering Practices**

Bell attests that the proposed monopole will be constructed in compliance with all applicable federal building standards and comply with good engineering practices including structural adequacy.

**d) Transport Canada's Aeronautical Obstruction Marking Requirements**

The proposed monopole will be in compliance with Transport Canada and NAV CANADA aeronautical safety requirements. Bell has submitted an application to Transport Canada and NAV CANADA and is awaiting assessments from both agencies.

## **7. Conclusion**

Bell is seeking to improve high speed wireless service to the residential community and businesses by improving LTE coverage and capacity in the Fort Frances area. To provide service, Bell is proposing the construction of a new monopole telecommunications installation. After investigating the area, reviewing local regulations and considering Bell's technical requirements, Bell finds the proposed infrastructure appropriate as it has taken into consideration the following:

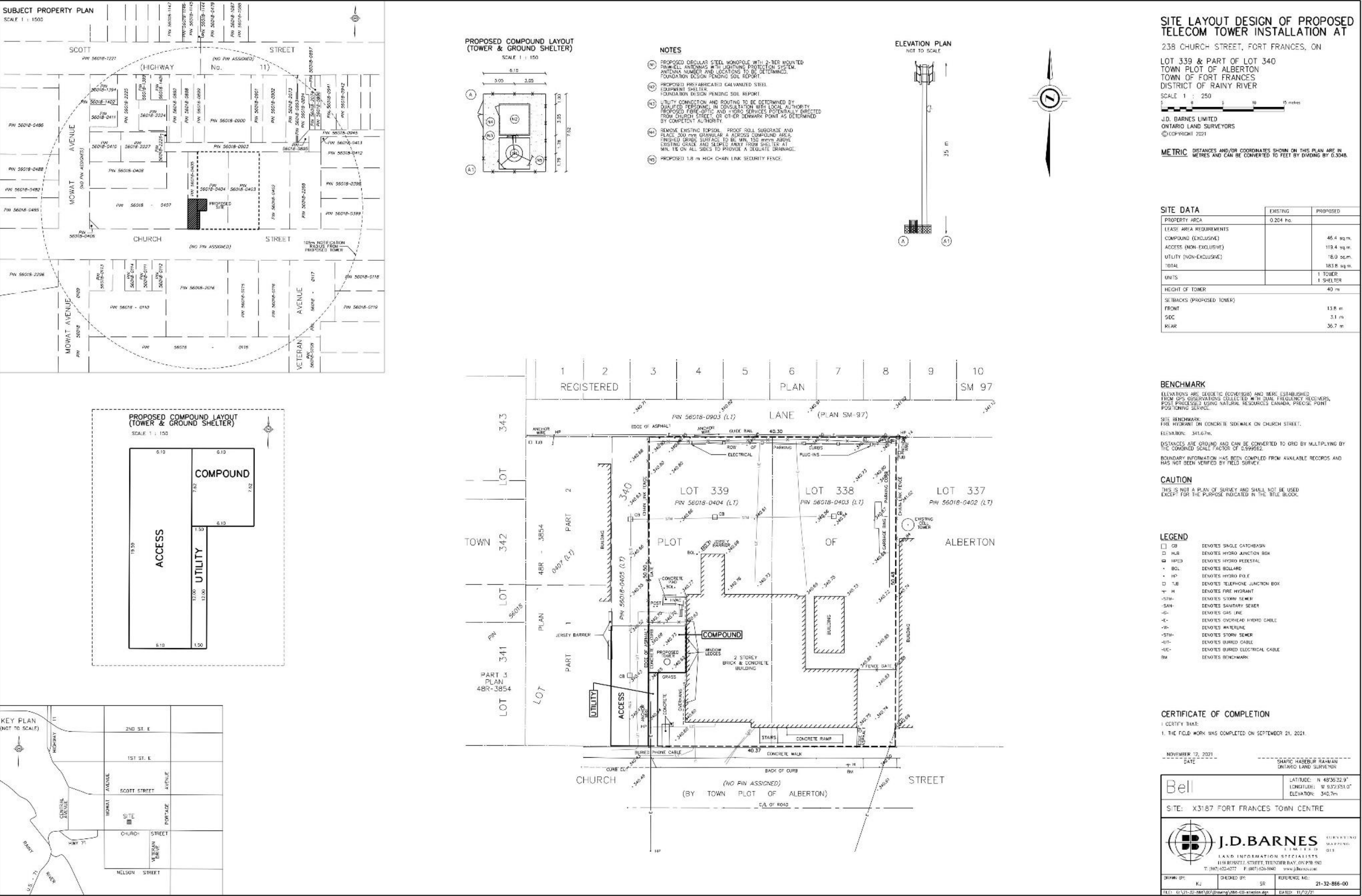
- Proposed monopole has a very small footprint;
- Proposed monopole is located outside of environmentally sensitive areas;
- Proposed monopole is designed to provide high quality LTE wireless mobile network services to the local Fort Frances community;
- Proposed monopole is located over 250 metres away from the closest residential dwelling;
- Proposed monopole is well located near the building on site to provide further concealment.

**Appendix 1 – Proposed Location**



**Additional Photo with Alternate Sites**





## Appendix 3 – Visual Simulations



Visual Simulation



Original Photograph



Note: This visual simulation is a general visual simulation of the proposed tower and the final equipment configuration is subject to change. The tower will be marked and lighted in accordance with Transport Canada and NAV Canada requirements.

**Bell**

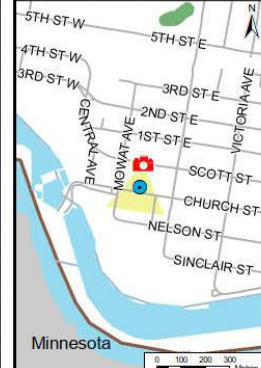
FORT FRANCIS  
(X3187)

VISUAL SIMULATION OF  
PROPOSED  
35M MONOPOLE  
TOWER FROM  
SCOTT STREET  
NORTH OF SITE

Index Map



Photograph and Tower Location



**Legend**  
 Camera Location  
 Tower Location  
 Photograph Viewshed  
 Road  
 Waterbody  
 Wooded Area

Date: December 9, 2021  
 Projection: NAD 1983 UTM Zone 15N  
 Sources: Ontario Ministry of Natural Resources and Forestry, Queen's Printer for Ontario, 2021

**CANACRE**  
 A QUANTA SERVICES COMPANY

Map12-0269 - X3187 - 2

Share your thoughts on Bell’s proposed antenna tower. Our experts will answer your questions and address any feedback.

If you have specific questions about the proposed plans to upgrade the wireless network in your community, you can email your Bell representative, Evan Turunen at [consultation@canacre.com](mailto:consultation@canacre.com) by February 21, 2022.

For additional information about antenna systems, you can visit the government of Canada at [www.ic.gc/towers](http://www.ic.gc/towers) or you can contact:

Your Local Government Contact

Cody Vangel  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario, CA, P9A 3P9  
807-274-5323 x 1216  
[cvangel@fortfrances.ca](mailto:cvangel@fortfrances.ca)

Your Innovation, Science and Economic Development Canada (formerly known as Industry Canada) Contact

2 Queen Street East  
Sault Ste. Marie ON P6A 1Y3  
1-855-465-6307  
[ic.spectrumenod-spectredeno.ic@canada.ca](mailto:ic.spectrumenod-spectredeno.ic@canada.ca)

Canacre Ltd.  
Agents for Bell Mobility  
489 Queen St E, Suite 300  
Toronto, ON, M5A 1V1  
Fax: (416) 352-0707

Important Information Enclosed

TO:  
TOWN OF FORT FRANCES  
C/O CODY VANGEL  
CHIEF BUILDING OFFICIAL & MUNICIPAL PLANNER  
320 PORTAGE AVE FORT FRANCES ON P9A 3P9



You are receiving this notice because you own property within 105 metres of a proposed telecommunications tower property.



Notice of Public Consultation

You’re receiving this notice because you own property within **105 metres** of a proposed telecommunications tower property.

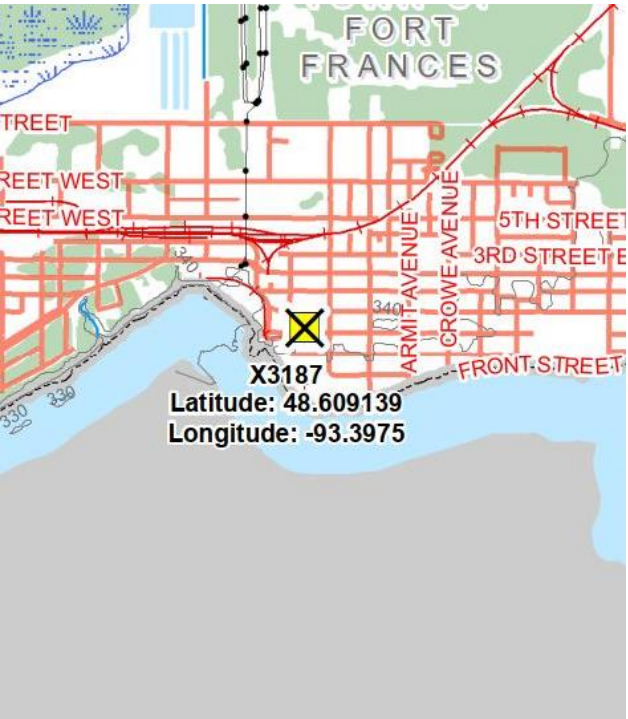
Inside you will find information on the proposed antenna tower as well as an invitation to share any questions and comments on this proposal.

Have your say.

In order to improve service in your neighbourhood, Bell is proposing to install a 35 metre antenna tower at 238 Church Street, Fort Frances, ON. Latitude: N 48° 36' 32.9", Longitude: W 93° 23' 51".

Bell is committed to working closely with our communities. This means providing any desired information in a transparent and straightforward fashion, hearing your views, and addressing any questions or comments you may have.

To this end, we invite you to email comments to your Bell representative, Evan Turunen at [consultation@canacre.com](mailto:consultation@canacre.com) by February 21, 2022.



Proposed Site

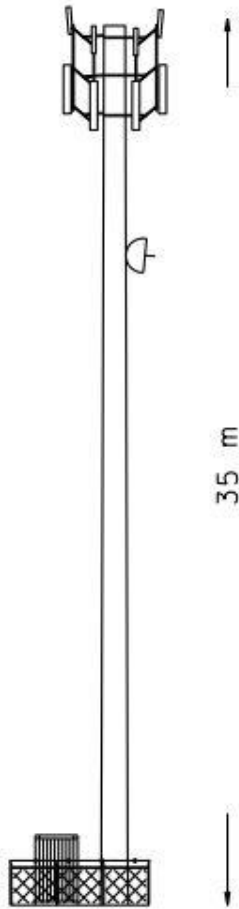
# Understanding the process

<b>Step 1:</b> <b>Proposal</b> Bell proposes a site in accordance with ISED’s and the Township’s consultation Process. Bell submits a plan and initiates a dialogue with the Town of Fort Frances	<b>Step 2:</b> <b>Notification</b> Packages are mailed to the local public, neighbouring landuse authorities, businesses, property owners and landowners within the area inviting them to the consultation process.	<b>Step 3:</b> <b>Consultation</b> Landowners are invited to comment within 30 days.	<b>Step 4:</b> <b>Acknowledgement</b> Bell must acknowledge receipt of comments within 14 days.	<b>Step 5:</b> <b>Response</b> All reasonable and relevant concerns will be addressed by Bell within 60 days.	<b>Step 6:</b> <b>Feedback</b> Landowners have 21 days to respond to Bell.	<b>Step 7:</b> <b>Approval</b> A summary of consultation is shared with the landuse authority and a request is submitted for concurrence.
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### What is an antenna tower?

An antenna tower supports the low power short-range radio systems that allow us to enjoy our mobile devices, such as our smart phones and tablets.

The purpose of the tower is to provide dependable advanced telecommunication service to the surrounding businesses and residences.



Monopole Tower

### Why now?

Canadians are using wireless devices more and more in their daily lives. Currently, more than half of all phone connections in Canada are now wireless, including 70 percent of all 911 calls.

Canadian Radio-television and Telecommunications Commission (2013): <http://www.crtc.gc.ca/eng/publications/reports/rp130705.htm>

In order to provide the high quality of service that Canadians have come to expect, Bell must enhance its networks to meet this increased demand.

By adding new antenna sites, Bell customers will continue to benefit from dependable, high speed and high quality wireless service.

**Due to a change in land uses on the property where Bell's existing antenna site is located, the current site providing service to this community must be decommissioned. As a result, this proposal is being brought forward to address the loss of network coverage and capacity, and to provide greater opportunity for network improvements in the area.**

**This proposal will include a temporary tower at the proposed location, called a Cell On Wheels (COW) to maintain service for the Fort Frances community during the intermittent phase of this project. The COW will be established prior to the decommissioning of the existing rooftop antenna, and will be taken down when the proposed monopole becomes operational and is able to service the community.**

### Why here?

The quality of service in this area does not currently meet Bell standards and the needs of people in the neighbourhood.

Bell first looked at the possibility of sharing an existing antenna tower in order to minimize the number of new antennas in the area. Unfortunately, none of the existing structures were determined suitable for site-sharing.

Bell is proposing to install the new antenna tower 238 Church Street, Fort Frances, ON. Latitude: N 48° 36' 32.9", Longitude: W 93° 23' 51".

This site was carefully identified because it met various factors including land use restrictions, interaction with existing structures and the surrounding environment, and line of sight requirements.

### Is it environmentally friendly?

As Canada’s largest communications company, we care about the protection and preservation of our environment.

The proposed antenna will be built in accordance with the highest professional engineering standards and practices. We ensure the utmost care and respect for the environment as we comply with the Canadian Environment Assessment Act.

### Is it safe?

The consensus among Canadian health organizations and the scientific community is that wireless antennas are safe and in fact, this antenna tower will operate well below the levels established by Health Canada under Safety Code 6.

Bell is committed to the health and safety of Canadian communities. That is why we take great pride in our compliance with all current health and safety guidelines while continuing to provide Canada’s first-rate wireless coverage.

“Health Canada, along with independent experts from across the country, continually monitor the scientific literature to ensure that Safety Code 6 is based on the best available evidence and has significant margins of safety for the Canadian population.”

**Dr. Patricia Daly, MD, FRCPC, Chief Medical Health Officer & Vice President Public Health.**

### What is Safety Code 6?

The purpose of this code is to establish safety limits for human exposure to radiofrequency (RF) energy in the frequency range from 3 kHz to 300 GHz. The safety limits in this code apply to all individuals working at, visiting, or living at or near federally regulated sites.

Bell attests that the proposed antenna tower will be installed and operated so as to always comply with Safety Code 6.

The Royal Society of Canada – A Review of Safety Code 6 (2013)  
[https://rsc-src.ca/sites/default/files/SC6\\_Report\\_Formatted\\_1.pdf](https://rsc-src.ca/sites/default/files/SC6_Report_Formatted_1.pdf)

**A copy of the site plan can be accessed here:**  
<https://canacre.sharefile.com/d-s645f0b7f7a3141518d4d3ddc68329957>

### What will it look like?

- Bell is proposing a 35 metre monopole tower that will support LTE 700/850/1900/2100/3500 antennas, and associated radio equipment.
- With the public’s safety in mind, the area will not be accessible to the general public.
- Bell will incorporate suitable elements to the proposed antenna tower in accordance with Transport Canada’s aeronautical obstruction marking requirements. Both Transport Canada and NAV Canada applications have been applied for.



Before



After



# Bell

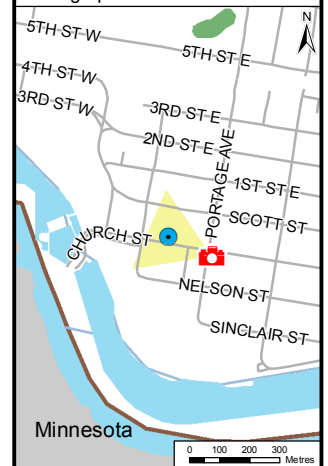
FORT FRANCIS  
(X3187)

VISUAL SIMULATION OF  
PROPOSED  
35M MONOPOLE  
TOWER FROM  
CHURCH STREET  
SOUTHEAST OF SITE

Index Map



Photograph and Tower Location



Legend



Date: December 9, 2021  
Projection: NAD 1983 UTM Zone 15N  
Sources: Ontario Ministry of Natural Resources and Forestry, Queen's Printer for Ontario, 2021

**CANACRE**  
A QUANTA SERVICES COMPANY

Visual Simulation



Original Photograph



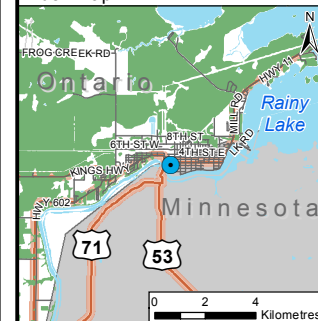
Page 32 of 153

**Bell**

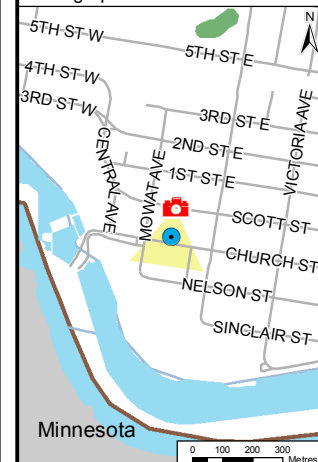
**FORT FRANCIS  
(X3187)**

**VISUAL SIMULATION OF  
PROPOSED  
35M MONOPOLE  
TOWER FROM  
SCOTT STREET  
NORTH OF SITE**

Index Map



Photograph and Tower Location



Legend



Date: December 9, 2021  
Projection: NAD 1983 UTM Zone 15N  
Sources: Ontario Ministry of Natural Resources and Forestry, Queen's Printer for Ontario, 2021

**CANACRE**  
A QUANTA SERVICES COMPANY

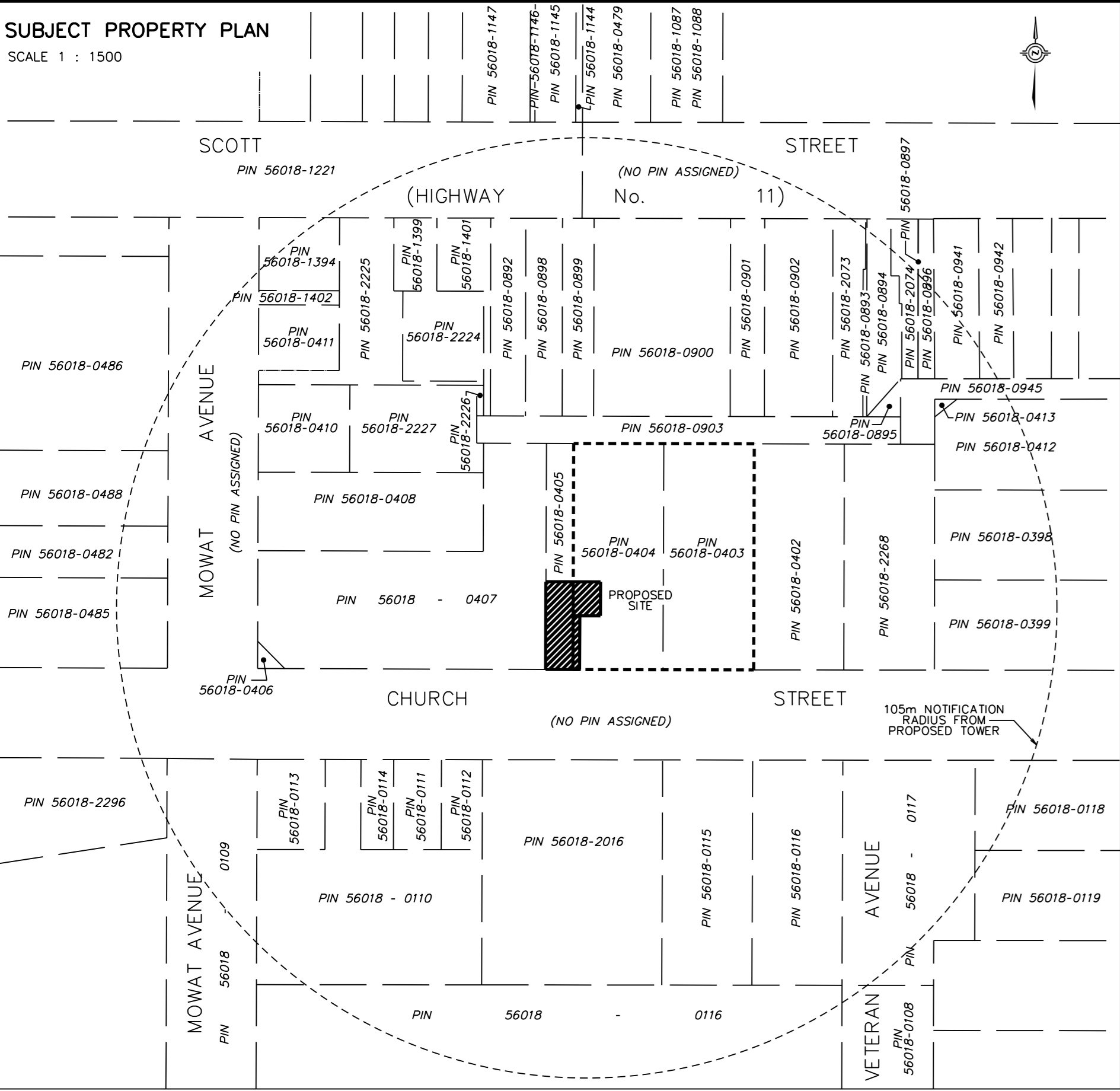
Map12-0269 - X3187

Note: This visual simulation is a general visual simulation of the proposed tower and the final equipment configuration is subject to change. The tower will be marked and lighted in accordance with Transport Canada and NAV Canada requirements.

AGENDATITEM #31

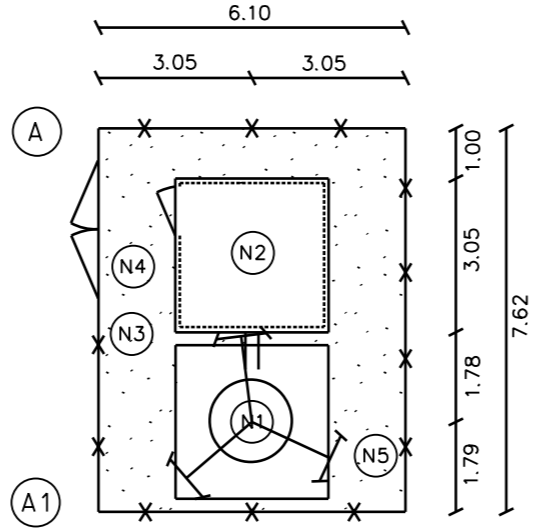
SUBJECT PROPERTY PLAN

SCALE 1 : 1500



PROPOSED COMPOUND LAYOUT  
(TOWER & GROUND SHELTER)

SCALE 1 : 150

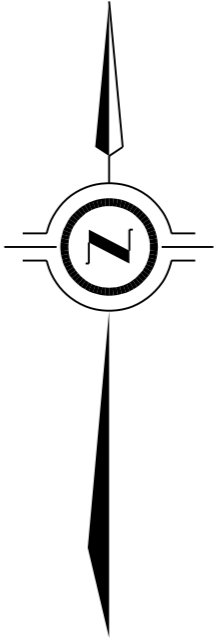
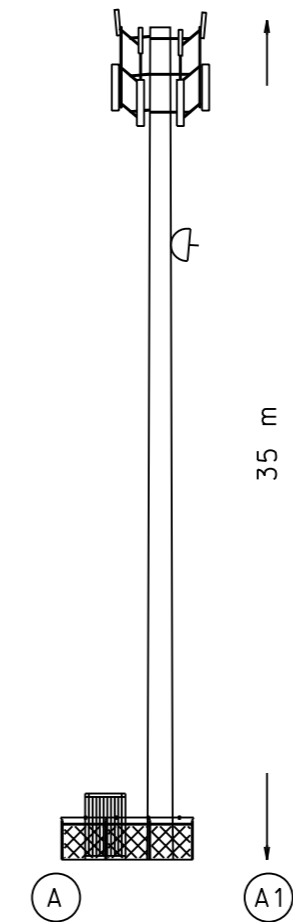


NOTES

- PROPOSED CIRCULAR STEEL MONOPOLE WITH 2-TIER MOUNTED PINWHEEL ANTENNAS WITH LIGHTNING PROTECTION SYSTEM. ANTENNA NUMBER AND LOCATIONS TO BE DETERMINED. FOUNDATION DESIGN PENDING SOIL REPORT.
- PROPOSED PREFABRICATED GALVANIZED STEEL EQUIPMENT SHELTER. FOUNDATION DESIGN PENDING SOIL REPORT.
- UTILITY CONNECTION AND ROUTING TO BE DETERMINED BY QUALIFIED PERSONNEL IN CONSULTATION WITH LOCAL AUTHORITY. PROPOSED FIBRE-OPTIC AND HYDRO SERVICES POTENTIALLY DIRECTED FROM CHURCH STREET, OR OTHER DENMARK POINT AS DETERMINED BY COMPETENT AUTHORITY.
- REMOVE EXISTING TOPSOIL. PROOF ROLL SUBGRADE AND PLACE 300 mm GRANULAR A ACROSS COMPOUND AREA. FINISHED GRADE SURFACE TO BE MIN. 150 mmmm ABOVE EXISTING GRADE AND SLOPED AWAY FROM SHELTER AT MIN. 1% ON ALL SIDES TO PROVIDE A DEQUATE DRAINAGE.
- PROPOSED 1.8 m HIGH CHAIN LINK SECURITY FENCE.

ELEVATION PLAN

NOT TO SCALE

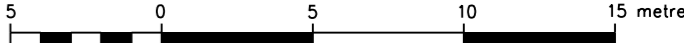


SITE LAYOUT DESIGN OF PROPOSED  
TELECOM TOWER INSTALLATION AT

238 CHURCH STREET, FORT FRANCES, ON

LOT 339 & PART OF LOT 340  
TOWN PLOT OF ALBERTON  
TOWN OF FORT FRANCES  
DISTRICT OF RAINY RIVER

SCALE 1 : 250



J.D. BARNES LIMITED  
ONTARIO LAND SURVEYORS  
© COPYRIGHT 2021

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

SITE DATA

	EXISTING	PROPOSED
PROPERTY AREA	0.204 ha.	
LEASE AREA REQUIREMENTS		
COMPOUND (EXCLUSIVE)		46.4 sq.m.
ACCESS (NON-EXCLUSIVE)		119.4 sq.m.
UTILITY (NON-EXCLUSIVE)		18.0 sq.m.
TOTAL		183.8 sq.m.
UNITS		1 TOWER 1 SHELTER
HEIGHT OF TOWER		40 m
SETBACKS (PROPOSED TOWER)		
FRONT		13.8 m
SIDE		3.1 m
REAR		36.7 m

BENCHMARK

ELEVATIONS ARE GEODETIC (CGVD1928) AND WERE ESTABLISHED FROM GPS OBSERVATIONS COLLECTED WITH DUAL FREQUENCY RECEIVERS, POST PROCESSED USING NATURAL RESOURCES CANADA, PRECISE POINT POSITIONING SERVICE.

SITE BENCHMARK:  
FIRE HYDRANT ON CONCRETE SIDEWALK ON CHURCH STREET.

ELEVATION: 341.67m.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999562.

BOUNDARY INFORMATION HAS BEEN COMPILED FROM AVAILABLE RECORDS AND HAS NOT BEEN VERIFIED BY FIELD SURVEY.

CAUTION

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

LEGEND

□ CB	DENOTES SINGLE CATCHBASIN
□ HJB	DENOTES HYDRO JUNCTION BOX
□ HPED	DENOTES HYDRO PEDESTAL
• BOL	DENOTES BOLLARD
• HP	DENOTES HYDRO POLE
□ TJB	DENOTES TELEPHONE JUNCTION BOX
† H	DENOTES FIRE HYDRANT
-STM-	DENOTES STORM SEWER
-SAN-	DENOTES SANITARY SEWER
-G-	DENOTES GAS LINE
-E-	DENOTES OVERHEAD HYDRO CABLE
-W-	DENOTES WATERLINE
-STM-	DENOTES STORM SEWER
-UT-	DENOTES BURIED CABLE
-UE-	DENOTES BURIED ELECTRICAL CABLE
BM	DENOTES BENCHMARK


CERTIFICATE OF COMPLETION

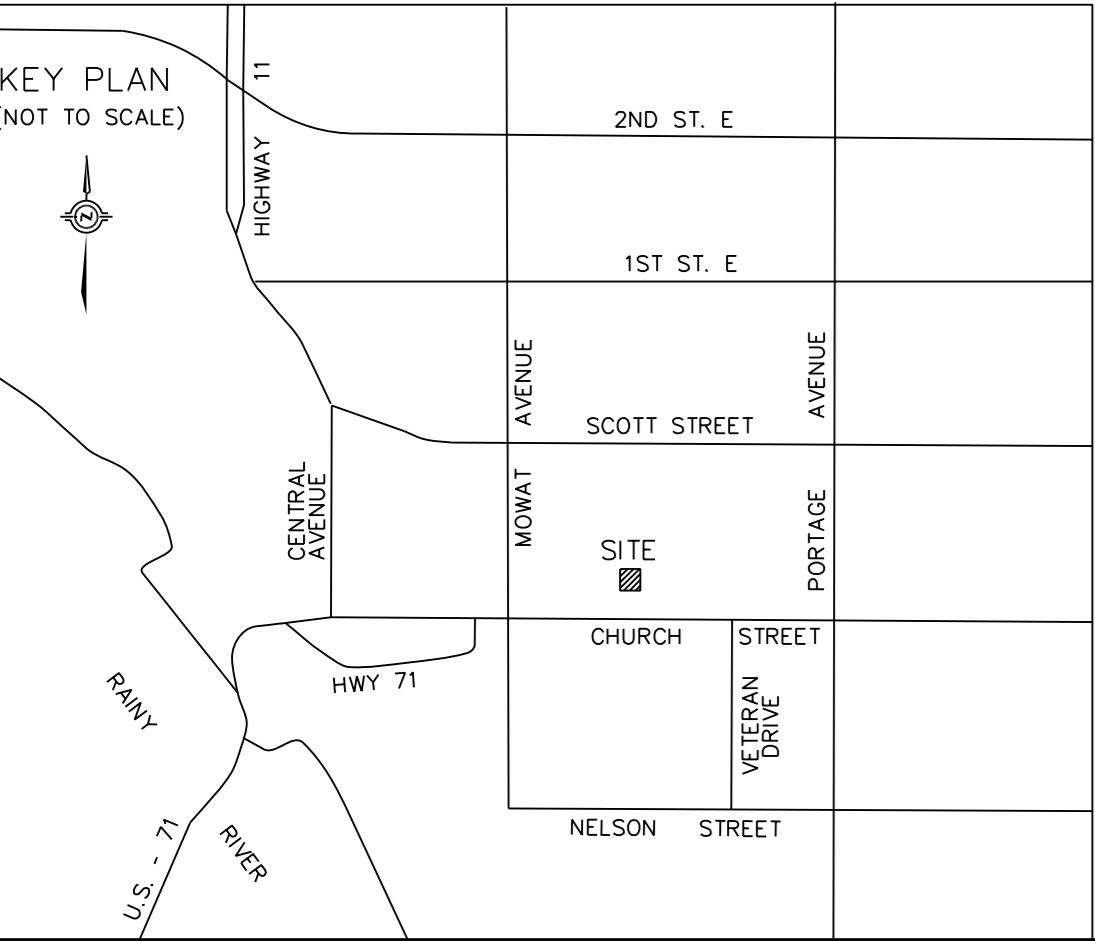
I CERTIFY THAT:

1. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 21, 2021.

NOVEMBER 12, 2021  
DATE

SHAFIC HABEBUR RAHMAN  
ONTARIO LAND SURVEYOR

Bell		LATITUDE: N 48°36'32.9"	
		LONGITUDE: W 93°23'51.0"	
		ELEVATION: 340.7m	
SITE: X3187 FORT FRANCES TOWN CENTRE			
			
LAND INFORMATION SPECIALISTS 1158 RUSSELL STREET, THUNDER BAY, ON P7B 5N2 T: (807) 622-6277 F: (807) 626-8040 www.jdbarnes.com			
DRAWN BY: K.J.	CHECKED BY: SR	REFERENCE NO.: 21-32-866-00	
FILE: G:\21-32-866\00\Drawing\866-00-siteplan.dgn		DATED: 11/12/21	





**FORTFRANCES**  
BOUNDLESS

**COLLABORATIVE SOURCING**

**ADMINISTRATIVE  
REPORT**

Date: 2022-02-28  
From: Jeremy Hughes, Information Technology Manager  
To: Committee of the Whole  
File Number: 2022-COTW-1003

## COLLABORATIVE SOURCING

### 1. ISSUE

Firewalls (and required accessories) that fulfill stages of various projects approved in the 2022 Capital Budget can be purchased at significant discounts through the Ontario Education Collaborative Marketplace (“OECM”) program by executing an additional Client Supplier Agreement with a qualified vendor specializing in this category of hardware.

### 2. ADMINISTRATIVE RECOMMENDATION

Administration recommends:

**THAT Council of the Town of Fort Frances authorize the Mayor and Clerk to execute a Client Supplier Agreement with Integra Data Systems Corporation.**

### 3. STRATEGIC IMPACT

Collaborative sourcing takes items, both operating and capital in nature, that municipalities use frequently and procures, through open and competitive bid processes, bulk purchasing discounts for municipal clients. In addition to discounted prices, the lengthy and time-consuming procurement process has been completed already, reducing the work required by a municipality to that of a simple request for quotations from a list of qualified vendors.

### 4. OPTIONS & ALTERNATIVES

- (1) Authorize the execution of a Client Supplier Agreement with Integra Data Systems Corporation.
- (2) Deny the authorization.

### 5. HISTORY

The Town of Fort Frances (the “Town”) has historically utilized collaborative sourcing through the Local Authority Service (“LAS”) Municipal Group Buying Program for a number of Operations & Facilities Division initiatives, and the Ontario Education Collaborative Marketplace (“OECM”) for several Information Technology (“IT”) Department initiatives, including: desktop computers, laptops, servers, software licensing, multifunction printers, etc.

As per a resolution of Council from November 23<sup>rd</sup>, 2020 authorizing the expanded use of collaborative sourcing, the Town entered into various Client Supplier Agreements with qualified OECM vendors.

## **6. ANALYSIS**

OECM processes are compliant with the Ontario Broader Public Sector procurement directive for all procurements and do not require a spend or volume commitment from the Town.

Enrolment in the OECM program requires the execution of Client Supplier Agreements with qualified vendors in the OECM Marketplace categories applicable to purchasing by the IT Department.

Integra is a qualified OECM vendor providing Software Defined Wide Area Network resources.

## **7. CONSULTATION**

- Systems team provided by the manufacturer of the firewalls
- Vendors carrying the manufacturer's products

## **8. SUPPORTING DOCUMENTS**

- (1) Client Supplier Agreement

## SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

**THIS CLIENT-SUPPLIER AGREEMENT**, made in duplicate, for **Software Defined Wide Area Network** as outlined in **Request for Proposals #2017-282** is effective as of the **10 day of February, 2022**

### BETWEEN:

**Town of Fort Frances**  
(the "Client")

- and -

**Integra Data Systems Corporation**  
(the "Supplier")

**WHEREAS** the Supplier entered into a Master Agreement with Ontario Education Collaborative Marketplace referred to as **OECM-2017-282-07** for the provision of Resources;

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

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

### ARTICLE 1 - DEFINITIONS

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

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

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

- (a) **August 31, 2022**, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

### ARTICLE 2 - THE MASTER AGREEMENT

**2.1** This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2017-282-07.

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

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

**3.1** The Supplier's representative for purposes of this CSA shall be:  
Robert Potts, Business Development, T. 416-491-3900, E. potts@integradata.com

**3.2** The Client representative for purposes of this CSA shall be:  
**Jeremy Hughes, Information Technology Manager, T. 807-271-2409, E. jhughes@fortfrances.ca**

**3.3** The OECM representative for purposes of this CSA shall be:  
Agnes Tijet, Senior Supplier Relationship Manager, P: 416-996-1829 E: agnes.tijet@oecm.ca

**ARTICLE 4 - TERM OF CSA**

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

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

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

**ARTICLE 6 - RATES AND PAYMENT**

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

**ARTICLE 7 – INSURANCE**

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

**ARTICLE 8 - NOTICES**

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

## **ARTICLE 9 – TERMINATION**

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

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

### **9.2 Termination by Client**

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

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

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

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

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

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

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

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

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

### **9.6 Survival upon Termination**

In the event that OEMC terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

## **ARTICLE 10 – PUBLICITY**

- 10.1** Any publicity or publications related to this CSA or the Resources shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or

publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

## **ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD-PARTIES**

### **11.1 Supplier's Power to Contract**

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

### **11.2 Representatives May Bind the Parties**

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

### **11.3 Independent Contractor**

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

### **11.4 Subcontracting or Assignment**

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

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

## **ARTICLE 12 – GENERAL**

### **12.1 Severability**

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

### **12.2 Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15)

Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

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

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

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

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

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

### **12.5 Criminal Records Check**

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

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

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

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

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

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

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

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

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

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

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

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

**Town of Fort Frances**

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

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

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

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Date**

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

**INTEGRA DATA SYSTEMS**



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

**Robert Potts**  
**Name**

**Business Development Manager**  
**Title**

**416-491-3900**  
**Contact Phone**

**info@integradata.com**  
**Email**

**Feb. 10, 2022**  
**Date**

**I have authority to bind the Supplier.**

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

### **1. Description of Resources**

The Supplier shall provide new, quality, cost effective Software Defined Wide Area Network ("SD-WAN") Resources, including but not limited to the following Resources on an as-and-when-required basis to support Clients:

- Appliance Resources; and
- Service Resources.

The Original Equipment Manufacturer ("OEM") available from this Agreement is Fortinet.

### **2. Appliance Resources**

The Supplier shall provide SD-WAN hardware appliances (i.e., physical appliances) and/or virtual appliances and related Resources to Clients including but not limited to the following:

- Physical and virtual appliance Resources;
  - SD-WAN appliances;
  - Security appliances;
  - Integrated SD-WAN appliances;
- Related accessories (e.g., small form-factor pluggable ("SFP") interfaces, redundant power supplies) and other related Resources; and
- Related licence Resources.

Regardless of when Client purchases Resources during the Term, the Supplier shall ensure licences for all Resources co-terminate at the same time and shall prorate the licensing costs appropriately.

The Supplier shall register appliance Resources for appliance licensing upon delivery with the OEM at no additional cost.

The Supplier shall also provide any software that is required for the appliance Resources to function, if applicable.

All hardware Resources are to contain only new parts, must not be refurbished, previously used, or remanufactured. The Supplier shall also ensure all Resources are in good operating condition prior to delivery to Clients.

### **3. Service Resources**

The Supplier shall provide the following service Resources to Clients on an as-and-when-required basis:

- Appliance support;
- Maintenance;
- Warranty;
- Parts and repair;
- Software licensing and management;
- Implementation; and
- Training.

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other SD-WAN service Resources may be added to the Agreement to align with Client needs. Agreements will be amended accordingly, if necessary.

### 3.1 Appliance Support Resources

The Supplier shall provide a minimum of two (2) year appliance support Resource that include the following:

- Appliance service;
- Appliance maintenance; and
- Appliance warranty.

Clients may purchase optional appliance support Resources for additional years during the Term.

#### 3.1.1 Appliance Service Resources

The Supplier shall provide the following appliance service Resources to support Clients at a minimum:

- Registration of Client appliance Resources for warranty;
- Manage OEM warranty coverage upon delivery; and
- Provision of next Business Day appliance Resources replacement for Clients in Central, East and west Zones with the exception of Clients in North East and North West Zones who will need a two (2) Business Day delivery for next Business Day appliance Resources replacement;
- Provision of four (4) hour within same day appliance Resources replacement, as requested.

Refer to Appendices D and E for Geographical Zones.

#### 3.1.2 Appliance Maintenance Resources

The Supplier shall provide appliance maintenance Resources which include the following at a minimum:

- Firmware updates and patch management; and
- Software updates and patch management.

#### 3.1.3 Appliance Warranty Resources

##### 3.1.3.1 Standard OEM Warranty

The Supplier shall provide standard OEM warranty to Clients.

##### 3.1.3.2 Optional Extended Warranty Coverage

The Supplier shall, upon the Client's request, provide optional extended warranty at the time of quotation and/or before the expiry of standard OEM warranty. The terms and conditions of the optional extended warranty should be equal to or better than the standard OEM warranty.

### 3.2 Appliance Technical Support Resources

The Supplier shall provide remote technical support service Resources to Clients with the following at a minimum:

- Technical support including Level 3 (i.e., appliance Resource level) support;
- Standard business hours (i.e., 8am to 5pm, Monday to Friday) technical support; and
- Optional twenty-four hours a day, seven days a week (24/7) technical support.

The Supplier will provide a proprietary online service request system for Clients with a support contract. Tickets will be created through the online service request system and responded according to the established SLAs. Clients may escalate their tickets online, by phone or by email.

In addition, Clients have the option to interact with the OEM's technical assistance centre through a ticketing system, online ticket, phone and live chat.

### 3.3 Parts and Repairs Service Resources

For applicable out-of-warranty Resources, the Supplier shall provide parts and repair service Resources. Labour Rates are as set out in Appendix B - Rates.

Where applicable, service Resources such as post warranty repairs shall be warranted for a minimum of one (1) year from the date of service Resource completion.

### 3.4 Software Licensing and Management

The Supplier shall provide the following software licensing and management service Resources to meet Client needs at a minimum:

- Software (e.g., content management, filtering) and related licences for the appliance Resources, all software related patch management and updates shall be free of charge to Clients; and
- Software inventory report that includes the following information at a minimum:
  - Title of the software, Client version and latest version numbers;
  - Licence effective and expiry date;
  - Associated appliance serial number, if applicable; and
  - Manufacturer's part number and location (i.e., name of the school) of the appliance.

Regardless of when Client purchases Resources at different times during the Term, the Supplier shall ensure licences for all Resources co-terminate at the same time and shall prorate the licensing costs appropriately.

### 3.5 Implementation Service Resources

The Supplier shall provide implementation service Resources to Client upon request, and shall include the following at a minimum:

- Configuration, before or after delivery of appliance Resources, as requested;
- Fully enable the appliance Resources within Client's environment with the inclusion of broadband connection;
- Resource rollout;
- Testing during and/or after implementation; and
- Training and knowledge transfer to Client.

No additional travel cost will be paid by Clients for any implementation.

Additional implementation service Resources may be mutually agreed upon between the Supplier and Client, details to be listed in the CSA.

### 3.6 Training Service Resources

The Supplier shall provide Clients with the following training service Resources, as requested:

- Appliance Resource training;
- Related software training;
- Implementation training; and/or
- Other related training, as requested.

The Supplier may provide the training service Resources in person and/or remotely via internet with supporting materials and/or videos.

### 3.7 Optional Service Resource

The Supplier provides cyber threat assessments to Clients free of charge.

## 4. Dead-on-Arrival Resources

The Supplier shall provide Resource exchange for any dead-on-arrival ("DOA") Resources that do not work at first start-up.

The Supplier shall deliver the replacement Resource to the Client's location, within five (5) Business Days of notification by the Client at no extra charge to the Client.

## **5. Demo Appliance Resources**

The Supplier shall provide appliance Resources to Clients for demonstration and/or testing at the Client's location and environment for up to sixty (60) days, at no charge to the Client (including no charge for delivery, installation, removal or return). Demo and/or testing may include technical/functional compliance testing and suitability for purpose. Demo appliances shall be in good operation.

The Supplier may offer an additional discount-off the purchase price of the demo/tested appliance Resources should the Client decide to purchase.

## **6. Appliance Resources Recalls**

The Supplier will be responsible for managing OEM appliance Resources and or component recalls and informing the Clients and OEM in a timely manner.

## **7. Discontinued Appliance Resources**

The Supplier shall not arbitrarily discontinue an appliance Resource, unless it is deemed to be at an end-of-life cycle by the OEM. When discontinuing an appliance Resource, the Supplier shall provide a written notice to OEM and the affected Client within ten (10) days of receiving an official notice from the OEM.

Further, the Supplier shall ensure that in the event a proposed appliance Resource becomes unavailable and a replacement is proposed, the replacement appliance Resource shall have equal or greater functional capabilities/specifications than those of the retiring hardware.

## **8. Technology Refresh**

During the Term, new Resources may be available as a result of technology advancement, the Supplier shall keep Clients and OEM informed and make these Resources available to Clients.

## **9. Appliance Upgrade**

During the Term, Clients shall have the option to upgrade from one (1) appliance Resource to a better or newer appliance Resource, regardless if the appliance Resource is hardware or virtual appliance.

## **10. Order Management**

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

- Electronic Commerce;
- Electronic Data Interchange ("EDI");
- Electronic mail ("Email");
- Facsimile ("Fax");
- Telephone; and,
- Online ordering with a secure and dedicated login for Resources established under the Agreement.

### **10.1 Electronic Commerce**

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

### **10.2 No Minimum Order**

There is no minimum order value or quantity requirement for OEM Clients using the resulting Agreement.

### 10.3 Hardware Appliance Delivery

The Supplier shall deliver orders with correct appliance Resources and quantities Delivery Duty Paid ("DDP") to Client's locations (e.g. administrative offices, individual schools).

Clients require various types of delivery from end user to central delivery locations; Clients may have more than one (1) delivery location within one (1) delivery address. Delivery charges of any kind will not be accepted or paid.

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

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

### 10.4 Lead-Time

The maximum lead-time for any appliance Resource delivery is ten (10) Business Days from the date of order confirmation to Client.

### 10.5 Returns

The Supplier shall accept all appliance Resources returned by the Client that were not used and were ordered incorrectly under the Agreement within thirty (30) days from delivery date, at no charge (e.g. restocking or shipping fee) to the Client.

## 11. Customer Support to Clients

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or team of personnel led by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;

- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day;

- A dedicated project manager for implementation;

- Easy access to the Supplier (e.g. by online, toll free telephone number, email, voicemail, chat and fax) during Client's Business hours (i.e., Eastern Standard Time);

- Promote the use of technology to facilitate excellent customer experience;

- Knowledge transfer, and no-charge educational events (e.g. webinars);

- Attend meetings with Clients, as requested;

- Provide reports and or access to online reports, upon request; and

- Co-ordinated bulk purchases - OEMC and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time during the Term of the Agreement. If this occurs, OEMC or the Client may negotiate a lower Rate with the Supplier for bulk purchases. Lead-time for bulk purchases may differ from that set out in Section 10.4, and may be mutually agreed upon between the parties.

### 11.1 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources. The survey should be focused on, but not limited to the following:

- Customer support;

- Quality of Resources;

- Issue resolution processing;

- Price competitiveness;

Invoice discrepancies;  
 Delivery lead times;  
 Response time; and,  
 Performance (i.e. the Supplier meeting performance scorecard requirements).

The survey content, frequency and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop and distribute surveys to collect Client feedback, as mutually agreed upon by the Supplier and Client. Results shall be shared with OEMC on a regular basis.

Clients may require other reporting. The details of other Client reporting requirements will be listed in the CSA.

## **12. Agreement Management Support to OEMC**

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

Assigning an OEMC account executive responsible for overseeing all aspects of the Client relationship and issues, providing OEMC support of the Master Agreement;

Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;

Promoting the Agreement within the Client community;

Attending quarterly business review meetings with OEMC to review:

- The previous quarter's Service Level Agreement ("SLA");
- CSAs and upcoming opportunities will be identified to OEMC (active and those pending) ;
- Deliverables and potentially other related appliances and service Resources to support Client's business requirements;
- Discussion of possible enhancements to SLAs;
- Establishing and monitoring service improvement plans;
- Issue management and opportunities for improvement;
- Review industry trends, new technology/innovation;
- Review of the service delivery processes;
- Review the status of outstanding problems/complaints, if any;
- Review and monitor performance management compliance; and
- Cost reduction ideas.

Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);

Monitoring, managing and reporting pricing, savings and customer satisfaction; and,

Timely submission of reports showing invoiced Resources, the applicable CRF, and other ad hoc reports as required.

## **13. Performance Management**

During the quarterly business review, OEMC will review the KPIs with the Supplier. Refer to Appendix C-Supplier Performance Management Scorecard for further details.

## **14. Savings Calculation**

OEMC tracks, validates, and reports on savings on all its agreements. Once OEMC receives the Clients' approval, the Supplier shall provide OEMC with Clients' historical spend (e.g. baseline information) prior to the current agreement if applicable.

## **APPENDIX B – RATES**

**Applicable rates attached as Appendix B.**

## APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

The Client expects that the Supplier will adhere to the following Client Administrative Procedures while under contract with the Client.

Administrative Procedure 140 – Code of Conduct

Administrative Procedure 170 – Smoking

Administrative Procedure 190 – Accessibility – Customer Service Standards

Administrative Procedure 411 – Drugs and Alcohol

Administrative Procedure 515 – Purchasing and Tendering. Specifically the Supply Chain Code of Ethics

[End of Client-Supplier Agreement]

**To: Administration & Finance Executive Committee**

**From: Tyler Moffitt, Fire Chief/CEMC**

**Date: February 24, 2022**

**Subject: Forest Fire Management Agreement with Ministry of Natural Resources**

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## Background

The current Municipal Forest Fire Agreement between the Town of Fort Frances and the Ministry of Natural Resources and Forestry (MNRF) expires on April 1, 2022.

The Municipal Protection Area (MPA) and Crown Protection Area (CPA) boundaries have not changed.

The existing agreement remains valid if the Municipality does not feel any changes are required; all that is required is a term of agreement (5-year term is past practice).

Currently, the entire municipality is considered Municipal Protection Area (MPA) – no Crown Protection Area (CPA) has been identified. This has been the case for over 20-years.

Meanwhile, having an agreement in place is beneficial; it provides a rate structure for suppression costs in the event MNRF assistance is required for fire response – these rates tend to be lower than they would be in the absence of an agreement.

The Administration & Finance Executive Committee recommends that Council approve the report as presented, and that Council authorizes the entering into of a new agreement between the Town of Fort Frances and the Ministry of Natural Resources for a 5-year term beginning April 1, 2022, and further that a by-law be brought forward for execution by the Mayor and Clerk.

Respectfully submitted,



Tyler Moffitt  
Fire Chief/CEMC  
Fort Frances Fire Rescue Service

**Council approval of this report** will agree to the recommendation of the Administration & Finance Executive Committee to approve this report as presented, and to authorize the entering into of a new agreement between the Town of Fort Frances and the Ministry of Natural Resources for a 5-year term beginning April 1, 2022, and further that a by-law be brought forward for execution by the Mayor and Clerk.



**Appendix F**  
**Agreement Review Checklist**  
**(To be completed by NDMNRF)**

**Name of Community** Fort Frances

**Fire Management Area:** Fort Frances FMA

**Date Reviewed:** February 15, 2022

**NDMNRF Person Completing Review:**

---

**1. Community Evaluation:**

**Infrastructure Development:**

Has any new infrastructure been developed that extends into a CPA zone?

No

There is no CPA zone.

Has there been any new cottage subdivision areas developed?

No

**Road Network Expansion:**

Have any new roads been constructed allowing access for community resources into CPA area?

No

**CPA/MPA/CPZ Zones:**

Will there be changes to the current Appendix A figures? If there is, provide an explanation for the changes.

No

Has there been a general review of all CPA/MPA/CPZ zones? Is there opportunity to reduce the amount of land managed by the NDMNRF?

Yes

After reviewing municipal fire activity, are there areas where municipal resources are frequently responding to fires in a CPA zone that should be considered to be included in an MPA management zone? No

## **2. Risk Analysis:**

### **Forest Fuels:**

Has any storm or insect damage occurred within an MPA/CPZ area that should be reviewed to determine if a boundary change is required? No

Has a storm or insect damaged area hazard been mitigated that can now be re-established as an MPA/CPZ area? na

Through the FireSmart program is there an area of CPA that can now be established as an MPA/CPZ area? No

## **3. Fire Suppression Resources:**

### **Staffing:**

Have there been any changes to the staffing levels of the community fire agency that may affect changes to the existing MPA/CPZ/CPA zones No

### **Operations:**

During the peak burning period can the community fire agency provide a timely and adequate fire response in all areas of the MPA? Yes

**Equipment:**

Have there been any wildland fire equipment upgrades since the last assessment that will enable the community to modify existing MPA/CPZ zones

No

**Training Program:**

Does the fire department train with the SP103, Air attack module package?

Yes

Has the fire department ever sent staff to an SP230 course?

Yes

A course was held in 2013.

**Resource locations:**

Has the community expanded their area of coverage, by building additional fire equipment locations that will allow fires responses into a CPA area now?

No

**Municipal Assistance:**

Is there an opportunity for the community to enter into an agreement with adjacent municipalities to provide protection services in a CPA/MPA area?

Yes

A mutual aid agreement exists with neighbouring municipalities.

**Fire Department Radio System:**

Does the fire department radio system allow for the fire staff to use the Fire Marshal frequency **154.070** to communicate with our Air Tankers?

Yes

**4. Fire Education/Prevention:****FireSmart:**

Does the community have an existing wildfire prevention plan? No

Does the community have a Community Wildfire Protection Plan? No

**Enforcement:**

Has the community implemented by-laws to regulate burning and provide control measures under the FPPA? Yes

A permitting system is in place.

Has the community considered regulating spring burning to reduce human caused fires by banning residential burning until green up? Yes

A municipal fire ban can be implemented if hazard warrants.

Does the community have a by-law enforcement officer? Yes

**Media:**

Has the community developed a media program to promote wildfire prevention initiatives? E.g., advertising during high to extreme hazard. Yes

Fire Safety Tips and Press Releases in newspaper and Facebook posts.

Has the community developed their own wildfire prevention signs or handout items to address common ignition causes? No

Does the community conduct school wildfire prevention programs? No

**ONLY Sign if current agreement is to be extended. If there is a new agreement, then there is no requirement to sign this document.**

**As per the conditions listed within the current municipal fire suppression agreement under TERM AND TERMINATION; RENEWALS;**

This Agreement has been reviewed will continue to be in effect from April 1, 2022 and must be reviewed every 5 year(s), unless terminated by either party in accordance with conditions listed in section 13.

**Official Signatures:**

**Fire Management Supervisor:**

\_\_\_\_\_

**Municipal Representative:**

\_\_\_\_\_

**The agreement review checklist should be made in duplicate and one copy given to the local municipality to be attached to their current agreement file. The other copy is to be mailed to the Regional Fire Advisor. The Regional Fire Advisor will forward the signed checklist to Sault Ste. Marie to be attached to the Director's copy of the legal agreement. All scanned records will be available through the File Plan.**



DATE: February 24, 2022  
 TO: Mayor and Council  
 FROM: Municipal Clerk  
 SUBJECT: For your decision: Council Meeting Schedule - Elections

## Issue

For Council to consider the change in the meeting schedule as a result of the Municipal and School Board Elections.

## Facts

- The Procedural By-Law provides for Council meetings every Second and Fourth Monday of each Month
- Election Day is Monday October 24, 2022 which is a scheduled Committee of the Whole and Regular Council Meeting Day
- Staff is recommending to cancel the scheduled meeting of October 24, 2022 as staff resources will be focused on Election day
- In accordance with the procedural by-law advance notice would be provided to the public
- Further it is also recommended that the Executive Committee's scheduled the week of October 17 to the 21<sup>st</sup> also be cancelled being as will be offering advance polls. Staffing resources will be providing Election Official Services to the Voter Help Centers that week.

## Analysis

- Should an urgent matters require a meeting Council has the ability to call a special meeting pending that the matter is not subject to lame duck restrictions should Council be in a lame duck position.

## RECOMMENDATION

THAT approval of this report will agree with the recommendation from the Administration and Finance Executive Committee that the Monday October 24, 2022 Committee of the Whole and Regular Council meetings be cancelled being the Municipal and School Board Election Day  
 AND THAT the Executive Committees also be cancelled the week of October 17 to the 21<sup>st</sup>.



DATE: February 24, 2022  
 TO: Mayor and Council  
 FROM: Municipal Clerk  
 SUBJECT: For your decision: Lame Duck Council

## Issue

For Council to receive information pertaining to a potential Lame Duck Council.

## Facts

- Under *Section 275 of the Municipal Act, S.O. 2001, c.25* Council is prohibited from performing certain actions in a municipal election year where it is determined that there will be a material change in its membership during the next term of office, this is referred to as "Lame Duck Council".
- A municipal Council can be in a lame duck situation if it is determined there is the potential that three-quarters (75%) of the existing Council members will not be returning to office.
- A lame duck position occurs twice during the municipal election period:
  - a) Between Nomination Day to the end of the current term (August 19, 2022 – November 14, 2022) - if less than 6 of the 7 (75%) existing members are not running for Council, then Council will be restricted in its actions and be deemed lame duck.
  - b) From Voting Day to the end of the current term (October 24, 2022 to November 14, 2022) – to determine if a lame duck happens after voting day the question will be: will the new Council be composed of 6 of the 7 (75%) of the incumbent (Old) Council and if the answer is "yes" then there is no lame duck. If the answer is "no" then council will be restricted in its actions and be lame duck.

## Restrictions (section 275 of the Municipal Act, 2001):

If a Council is in lame duck, the Council shall not take any of the following actions:

- a) The appointment or removal from office of any officer of the municipality;
- b) The hiring or dismissal of any employee of the municipality;
- c) The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- d) Making any expenditures or incurring any other liability which exceeds \$50,000.

**Exceptions:**

Clause (b) as listed above is covered in part by the provision of the Personnel Selection Policy with respect to the hiring process whereas the dismissal of employees is not addressed in the policy. This does not apply to statutory appointments (Clerk, Treasurer, CAO) which Council is not permitted to delegate per the provision of 23.3 (1) 1 of the Municipal Act.

Clauses (c) and (d) above do not apply if the disposition or liability was included in the most recent budget adopted by the council before nomination day in the election.

**Delegated Authority:**

- Section 270 (1) 6. Requires municipalities to adopt certain policies including a policy respecting the delegation of its powers and duties. Fort Frances does not have a specific policy regarding delegation of powers and duties where typically you would find language relating to *Lame Duck Councils*. This item was identified and should form part of an overall policy review and audit for the incoming Council.
- Council is permitted to delegate certain authority of the duties listed within Section 275(2) to maintain operations during established *Lame Duck Council* periods. However, this delegation is required prior to the periods coming into effect.

**Analysis**

- Land Matters - With respect to Section 275(3)(c) (land matters), a municipality can close a real estate transaction during the *lame duck* period only if the council passed a by-law approving the execution of the agreement of purchase and sale in advance of the *lame duck* period or if the CAO has been delegated the authority to do so.
- Expenditures - A contract could be awarded by a *lame duck* council in excess of \$50,000 so long as the amount was included in the annual budget. However, the *lame duck* council would not be able to award the contract, if the amount of the tenders or bids exceeded the amount included in the budget.
- Emergencies – The Act provides per Section 275(4.1) that nothing in this section prevents a municipality taking any action in the event of an emergency.
- Planning ahead can help ensure the municipality doesn't run into problems during these restricted periods. Therefore it is being recommended that Council enact a By-Law to delegate the authority to the CAO in the event that Council is *lame duck*. This delegation shall only come into effect if the present Council is subject to the "*Lame Duck*" per section 275 of the *Municipal Act* and shall not extend beyond the swearing in of the incoming Council.

**RECOMMENDATION**

**THAT** approval of this report will agree with the recommendation from the Administration and Finance Executive Committee that a By-Law be prepared to provide for the delegation of authority to the CAO in the event that Council is lame duck to address matters relating to:

1. the hiring or dismissal of any employee of the municipality;
2. the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal and
3. making expenditures or incurring any other liability which exceeds \$50,000

**AND THAT** the Municipal Clerk / Returning Officer advise Council following Nomination Day or Final Voting Day in the 2022 Municipal Election if it is determined that the restricted acts clause of the *Municipal Act* has been engaged.

(BEING a by-law to delegate authority to the Chief Administrative Officer (CAO) for Certain Acts during a “Lame Duck” Period)

**WHEREAS**, s Section 275 of the Municipal Act S.O. 2001, c 25, as amended, restricts acts that a Council can take after Nomination Day (August 19, 2022) and after Voting Day (October 24, 2022) if the Council is in a lame duck position.

**AND WHEREAS** Section 275 (3) of the Municipal Act S.O. 2001, c. 25 restricts Council from taking action on the following:

- The appointment or removal from office of any officer of the municipality;
- The hiring or dismissal of any employee of the municipality;
- The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- Making any expenditure or incurring any other liability which exceeds \$50,000

**AND WHEREAS** Section 275 (6) of the Municipal Act S.O. 2001, c. 25 states that nothing in this section prevents any person or body exercising authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new council;

**AND WHEREAS** Council deems it expedient to delegate authority to the CAO to take action, where necessary, on certain acts during the “Lame Duck” period.

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

1. THAT the Council of the Corporation of the Town of Fort Frances hereby delegates authority under Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and commencement of the Council Terms as follows:
  - a) The CAO be delegated authority as the financial signing authority for Expenditures exceeding \$50,000;
  - b) That the CAO be delegated the authority to execute agreements of Purchase and Sale, pertaining to the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal for the acquisition of property;
  - c) The CAO be delegated the authority to hire or dismiss any employee of the municipality of the Town of Fort Frances.
2. THAT the CAO will report to Council at the next Committee of the Whole Meeting or as soon as practicable on any actions taken under the restrictions listed in Section 275 (3) of the Municipal Act S.O. 2001
3. THAT This By-Law shall come into force and effect only if the present Council is subject to the “Lame Duck” provisions in accordance with the Section 275 (3) of the Municipal Act and shall not extend beyond the commencement of the next Council Term.

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

Enacted and passed this 28th day of February 2022

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J. Caul, Mayor

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G. Lecuyer, Clerk

February 23, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Letter Dated February 7, 2022 RE: Snow Removal**

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At the February 14<sup>th</sup> meeting of Council a letter dated February 7, 2022 from Ms. Jennifer Woods was referred to the Operations and Facilities Executive Committee regarding snow removal.

This council has discussed on several occasions the purchasing of a 'Snow Gate' device that would mount onto the blade of our grader closing and holding snow on the blade when crossing driveways. Administration has on many occasions explained to Council that these devices only work for small snowfalls when the snow is not wet and additionally, they will not work with a grader wing installed. The operation of a snow gate has been proven in many jurisdictions to slow regular plowing operations. In the case of Fort Frances, we would not be able to use our wings and given the width of our roadways, each road would require two passes in each direction to clear curb to curb, doubling the total length of time required to plow.

The Province of Ontario has regulation 239/02 as amended known as the Minimum Maintenance Standards for Municipal Highways which outlines deadlines for snow removal from roadways depending on road classification. The Town of Fort Frances could not meet those regulated timelines if we were to substantially extend the length of our snow removal operations.

The Town of Fort Frances prioritizes its winter snowplow operations based initially on roadway classification (Higher class roads are higher priority) and secondly on services impacted by the roadways (Roads to health facilities etc. are a higher priority). As a result of this method, the high-volume roadways (Scott Street, Second Street East, Third Street West, Kings Highway, etc.) will see the plow at least twice per snow event where low volume residential streets will only see the plow once. The drawback is that the lower volume roads will be left longer before the plow reaches them and the residents on these roads will have to deal with unplowed roads for up to 24 hours or more after a snow event.

It is the recommendation of the Operations and Facilities Executive Committee that the letter dated February 7, 2022 from Ms. Jennifer Woods be received and that no further action be taken at this time.

Respectfully Submitted



Travis Rob, P.Eng

<p><b>Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the letter dated February 7, 2022 from Ms. Jennifer Woods be received and that no further action be taken at this time.</b></p>
--

Manager of Operations and Facilities

2022Feb22 Snow Removal Letter



February 7, 2022

Dear Mayor June Caul and Counselors,

Our family lives on Second St. E. and each year we are finding it particularly difficult with the snowplow leaving heavy deposits of snow in our driveway. This happens a lot as Second St. E. is a main thoroughfare. My husband and I are getting on in years and we find it an arduous job to clear the snow at times, even with the snow blower.

I am asking council to consider buying a snowplow or an attachment that actually clears the mouth of the driveway as it passes. This would help us and many others in Fort Frances.

I know we are not the only people who would like to have help in this way.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'J Woods'.

Jennifer Woods ( 415 Second St. E. )

Cc Linda Hamilton

February 23, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Request to operate the Point Park Canteen**

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At the February 14, 2022 meeting of Council a letter from Ms. Tasha Wagner to operate the Point Park Canteen was referred to the Operations and Facilities Executive Committee for recommendation.

The Point Park office building beside the RV parking spots has been vacant for a number of years. In the past it has been used by Summer Programs as a basis of operations when they had groups at the Point as well as storage for the Town in the past. In the summer of 2019 vandals smashed the windows out of the building resulting in Parks and Cemeteries boarding up the building. Given the building's unuse this was the safest solution to this issue as opposed to replacing the windows to be smashed again. In addition, at that time the building was re-painted.

Ms. Wagner is looking to operate a canteen out of the building serving drinks, snacks and limited food offerings opening in early June through the summer months. She would supply internal furnishings as needed to support her operations. In order for her to operate the Town would have to replace five (5) windows and one door as well as make some other minor renovations to ensure that the building is ready for continuous occupancy.

At this time, Administration has not sourced firm pricing on the replacement of the windows but with materials and labour it is anticipated to be in the neighborhood of \$12,000.00 plus other minor repairs totalling around \$15,000.00 in unbudgeted repairs to the building to be ready to offer it for lease if Council decides to entertain this venture. The bigger concern with this is the availability of windows. In the fall of 2021 windows and doors were difficult to get and the lead time was very long as a result of COVID impacts to supply chain.

The Town would have to develop a lease agreement as well as establish a rate for the use of the building and there have been other leases in the past that could be used as a basis for these developments. The lease would outline what can and can not be completed on the property, insurance requirements, etc. and may include provisions whereby the operator would assist with the collection of rental fees for the RV and tenting sites. There would likely be some legal expenses relating to this agreement as Administration suggests that the agreement is reviewed by the Town's Legal Council prior to execution.

At this time, Council should consider the request and decide if it is something that they wish to entertain this summer. If so, Administration would start to work with the proponent to detail out the specifics of the lease agreement and work to get firm pricing on windows and doors.

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

1. Council direct Administration to work toward entering into a lease agreement with Ms. Tasha Wagner to lease the Point Park Office building for the purposes of running a canteen.
2. The Town obtain estimates for the replacement of the windows and confirm a timeline to do so and that this information be brought back to the Operations and Facilities Executive Committee then council to approve the unbudgeted capital expense.

Respectfully Submitted



Travis Rob, P.Eng

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

- 1. Council direct Administration to work toward entering into a lease agreement with Ms. Tasha Wagner to lease the Point Park Office building for the purposes of running a canteen.**
- 2. The Town obtain estimates for the replacement of the windows and confirm a timeline to do so, and that this information be brought back to the Operations and Facilities Executive Committee then council to approve the unbudgeted capital expense.**

Manager of Operations and Facilities

2022Feb23 Request to run canteen at Point Park

Tasha wagner

635 3<sup>rd</sup> street east

Fort Frances, on. P9A 1R7

Fort Frances mayor and council

320 Portage Avenue,

Fort Frances, on. P9A 3P9

I am writing to request to operate the canteen up at pithers point park from may to September 6<sup>th</sup>. I would be open from 11Am to 6pm Monday to Sunday and I would stay open later if there is baseball practice or baseball games. I think having the canteen back up and running at the point park is a good idea because it will bring in summer jobs. having a canteen back up at the point it will bring more people to want to spend more time outside and it will promote them to stay local because they will have a place that close and affordable to get something to eat and drink. Because I know when I go swimming to get thirsty and hungry. I will offer bottle water, bottle pop, bottled juice, coffee, BBQ hamburger, BBQ cheeseburger, hot dogs, chips, chocolate.

February 23, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Contribution agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry**

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This past fall the Town was notified of a new annual infrastructure funding program called the Northern Ontario Resource Development Support (NORDS) Fund. In 2022 the Town of Fort Frances is eligible to receive \$188,313.95 and will be applying this funding to the Mowat Avenue Reconstruction.

Attached to this report is a contribution agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry and the Town of Fort Frances

It is the recommendation of the Operations and Facilities Executive Committee to enter into a contribution agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry and further that a by-law be prepared authorizing 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 contribution agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry and further that a by-law be prepared authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.**

Manager of Operations and Facilities

2022Feb23 Contribution Agreement NORDS Infrastructure Funding

## ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of April 2021

### **B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Northern Development,  
Mines, Natural Resources and Forestry**

(the “Province”)

- and -

**The Corporation of the Town of Fort Frances**

(the “Recipient”)

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## 3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## 4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## 5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Northern Development, Mines, Natural Resources  
and Forestry**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Helen Mulc  
Assistant Deputy Minister

**The Corporation of the Town of Fort Frances**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Faisal Anwar  
CAO  
I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:  
I have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

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### A1.0 INTERPRETATION AND DEFINITIONS

#### A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

#### A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

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

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary

to carry out the Project;

- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or

Article A12.0.

#### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

##### **A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

##### **A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

##### **A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and

- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

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

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (i) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally

accepted accounting principles or any other accounting principles that apply to the Recipient; and

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

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

**A7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.8 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

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

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

#### **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

#### **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section

## A7.2(a)(ii).

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A12.4 Recipient not Remediating.** If the Province provided the Recipient with an

opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

**A15.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A16.2 Notice Given.** Notice will be deemed to have been given:

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

**A16.3 Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A17.1 Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

**A18.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A19.0 WAIVER**

**A19.1 Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

**A19.2 Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A20.0 INDEPENDENT PARTIES**

**A20.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

## **A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A26.1 **Other Agreements.** If the Recipient:

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

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

## **A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$941,569.74
<b>Expiry Date</b>	September 30, 2026
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1000
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	Tracey Dawson-Kinnonen, Director Transportation, Trade and Investment Branch Northern Development Division Ministry of Northern Development, Mines, Natural Resources and Forestry  Fax: 705-541-2140 Email: Tracey.Dawson-Kinnonen@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	Mr. Travis Rob, Manager of Operations and Facilities 320 Portage Avenue Fort Frances P9A 3P9, ON  Fax: (807) 274-7360 Email: trob@fortfrances.ca
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	Mr. Faisal Anwar, CAO 320 Portage Avenue Fort Frances P9A 3P9, ON  Fax: (807) 274-8479 Email: fanwar@fortfrances.ca

**Additional Provisions:**

**B1: Definitions.** The following additional definitions are added to Schedule “A” as follows:

**“Eligible Costs”** means those eligible costs set out in the Program Guidelines, as may be amended from time to time.

**“Funding Period”** means the period from April 1, 2021 to March 31, 2026.

**“Project Information Form”** means the form attached as Appendix I to be submitted to the Province by the Recipient that describes the undertakings being proposed to be undertaken by the Recipient, including any amendments or updates thereto, that have been approved in writing by the Province.

**B2:** Section A4.2(a) is intentionally deleted.

**B3:** Section A4.3 is amended by adding the following as A4.3(e):

(e) only use the Funds for Eligible Costs.

**B4:** Section A7.2(a)(ii) is deleted and replaced with the following:

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time, which for greater certainty may include a report to be submitted by the Recipient from time to time on 30 days notice from the Province;

**B5:** Section A13.1 is deleted and replaced with the following:

**A13.1 Funds at the End of Funding Period.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Period as provided for in the Budget, unspent Funds form a debt due immediately repayable without any further action or demand from the Province.

## SCHEDULE “C” PROJECT

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The Recipient will carry out any undertaking described in a Project Information Form delivered pursuant to this Agreement that has been approved in writing by the Province, as may be updated from time to time with the written approval of the Province, including as delivered in accordance with the requirements of Schedule “E” (the “**Project**”).

## SCHEDULE “D” BUDGET

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The Budget for the Project is included in a Project Information Form approved by the Province (each a “**PIF Budget**”), provided that the costs in that PIF Budget are Eligible Costs.

### SCHEDULE "E" PAYMENT PLAN

#### Payment Schedule:

Milestone	Due Date	Payment Date	Amount
Delivery of the Agreement signed by the Recipient to the Province		Within 30 days after receipt and acceptance* by the Province	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> <li>Project Information Form; and</li> <li>2021-2022 Annual Report</li> </ul>	April 7, 2022	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2022	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> <li>Project Information Form; and</li> <li>2022-2023 Annual Report</li> </ul>	March 31, 2023	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2023	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> <li>Project Information Form; and</li> <li>2023-2024 Annual Report</li> </ul>	March 31, 2024	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2024	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> <li>Project Information Form; and</li> <li>2024-2025 Annual Report</li> </ul>	March 31, 2025	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2025	\$188,313.95

*\*Note: Receipt and acceptance requires completion and submission of all requirements and reports as listed, including those in Schedule “F”, and the Province’s approval of those requirements and reports, as applicable.*

## SCHEDULE “F” REPORTS

**Reports.** The Recipient will submit Annual Reports by the dates indicated in the Report Schedule chart below.

Report Schedule	
Name of Report	Due Date
2021-2022 Annual Report	April 7, 2022
2022-2023 Annual Report	March 31, 2023
2023-2024 Annual Report	March 31, 2024
2024-2025 Annual Report	March 31, 2025
2025-2026 Annual Report	September 30, 2026

### Report Details:

Each Annual Report must:

1. Provide an accounting of all income and expenditures incurred during the Funding Year as it pertains to the Agreement, including an explanation for any variances from the Budget in Schedule “D”;
2. Include a statement signed by the signing authority of the Recipient confirming actual project expenditures;
3. Include an accounting of any unspent Funds, including any interest earned on those Funds, and an explanation as to why there are remaining Funds; and
4. Be submitted in the format shown in Appendix II to this Schedule “F”.

## Appendix I Form of Project Information Form

### PROJECT INFORMATION FORM (April 1, 20xx to March 31, 20xx)

*\*Please fill out one PROJECT INFORMATION FORM per proposed project.*

**Municipality:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Project Description:** *Please provide a brief description of the project and the proposed activities*

**Resource Development Impacts.** *Please describe how the proposed capital project is impacted by, or advances opportunities related to resource development and how the project is addressing or mitigating those impacts.*

**Alignment with Existing Municipal Planning Documents:** *Does the proposed project align with existing municipal planning documents (i.e. Asset Management Plan, Official Plan)? If yes, please identify the applicable municipal planning documents. If no, please provide an explanation.*

**Project Start Date** (mm/dd/yyyy)

**Project End Date** (mm/dd/yyyy)

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**Partnership Type:** *(Select One)*

- Sole Municipality Lead (no partnership) ☐

Lead Municipality (partnership) ☐

Supporting Municipality (partnership) ☐

**For partnerships only.** If you are the lead partner, please indicate that you own the asset. If you are a supporting municipality, please identify the project lead and confirm the amount of NORDS funding that is to be transferred to the lead municipality. Note that supporting municipalities must submit a Council resolution confirming your support.

**Do you intend to allocate all or part of your ANNUAL FUNDING allocation to this project in a future year?**

If yes, please select the funding year(s) you intend to use the NORDS funds. Note: all applicable fields within this project information form must be completed for all projects where Year 2 funding will be used to fund, including in future years. (Note: Please add additional years as required.)

<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i> <input type="checkbox"/>	<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i> <input type="checkbox"/>	<b>Year(s) X</b> <i>(April 1, 20XX to March 31, 20XX)</i> <input type="checkbox"/>
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**Identify the Total Project Costs for the whole project.?** In the fields below, enter the total project cost amount and the timing of when the costs will be incurred.

<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i>	<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i>	<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i>

**Identify the Eligible Project Costs (e.g. capital costs) for the project.** In the fields below, enter the total eligible cost amount and the timing of when the costs will be incurred.

<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i>	<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i>	<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i>

**Identify the proposed amount of your NORDS annual allocation that will be applied to the project in the applicable year the funding will be utilized.** In the fields below, identify the timing of your NORDS allocation will be utilized. For Multi-Year projects where the municipality intends to utilize NORDS funding in upcoming year(s), please identify the NORDS allocation amount in the year that your NORDS allocation will be applied to the project (e.g. \$75,000 in Year 2 and \$75,000 in Year 3. In the fields below.)

<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i>	<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i>	<b>Year X</b> <i>(April 1, 20XX to March 31, 20XX)</i>

**Identify any other funding sources related to the proposed project.** Please identify the name of the organization or funding program, the amount of funding requested or approved, and the status of the funding request (e.g. approved, application submitted pending decision, application not yet submitted).

<b>Name of Funding Source #1</b>	<b>Funding Amount</b>	<b>Status</b>
<b>Name of Funding Source #2</b>	<b>Funding Amount</b>	<b>Status</b>
<b>Name of Funding Source #3</b>	<b>Funding Amount</b>	<b>Status</b>

**Certification**

The Recipient confirms that the proposed project and information submitted associated with it meets program requirements including:

The proposed capital project(s) is impacted by, or advances opportunities related to resource development;

☐

Project costs funded through NORDS funding are directly related to the proposed project(s) and recorded as a capital expense;

☐

Assets associated with the project are owned by the Recipient;

☐

All projects are in compliance with and satisfy applicable Provincial and Federal laws and requirements and adhere to required approvals and processes.

☐

On behalf of the Recipient, I hereby certify that, to the best of my knowledge, the information in this Project Information Form to which this certification is attached, is true, correct, and is in compliance with the terms and conditions of the Agreement.

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Name of Signing Authority

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Title

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Signature

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Date

**Appendix II**  
**Form of Annual Report**

**ANNUAL REPORT – Year X (April 1, 20XX to March 31, 20XX)**

Please fill out one ANNUAL REPORT per submitted project.

**Municipality:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**1) Project Activity Report**

Description	Start Date	End Date
<i>Please describe key project activities that were achieved during this fiscal year. What was accomplished? (April 1 to March 31).</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>

**2) Has the project been completed?**

Yes ☐ No ☐

**Note:** If the project has not been completed and the municipality intends on utilizing their NORDS allocation for the next year to support this project, please submit an updated Project Information Form describing the project's activities for the upcoming year.

**3) Budget Report (Actuals) – Year X (April 1, 20XX to March 31, 20XX)**

	Total
<b>Total Project Costs</b>	<i>Enter costs</i>
<b>Total Eligible (capital) Costs</b>	<i>Enter costs</i>
<b>NORDS Funding Applied to Project</b>	<i>Enter funding applied</i>

**Other Approved Funding Applied, including own (if applicable)**

	Total
<i>Please enter program name approved funding (#1)</i>	<i>Enter funding applied</i>
<i>Please enter program name approved funding (#2)</i>	<i>Enter funding applied</i>
<i>Please enter program name approved funding (#3)</i>	<i>Enter funding applied</i>

**4) Is any current year funding being accumulated/carried forward for a future funding year?**

Yes ☐ No ☐

**Note:** If yes, the municipality is required to submit a Project Information Form identifying the project which those funds will be used towards in a future year of the program.

**5) Accumulation of funds – Year X (April 1, 20XX to March 31, 20XX)**

*\*Only applicable if municipality did not utilize all of its annual allocation.*

**NORDS Annual Allocation:** *Enter amount (A)* \_\_\_\_\_

<b>Name of Project</b>	<i>Name of project #1</i>	<i>Name of project #2 (if applicable)</i>	<i>Name of project #3 (if applicable)</i>
<b>NORDS Allocation Spent (in Annual Report's fiscal year)</b>	<i>Enter amount (B1)</i>	<i>Enter amount (B2)</i>	<i>Enter amount (B3)</i>

**NORDS Annual Allocation Balance:** *Enter amount (A-(B1+B2+B3))=C* \_\_\_\_\_

**Accumulation of Funds**

<b>NORDS Annual Allocation Balance</b>	<i>Enter amount (C)</i>
<b>Interest Gained on Accumulated Balance</b>	<i>Enter amount (D)</i>

**Adjusted Allocation (Next Year)**

<b>Adjusted Allocation for Upcoming Disbursement</b>	<i>Enter amount (A-D)=(E)</i>
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**CERTIFICATION**

On behalf of the Recipient, I hereby certify that, to the best of my knowledge, the information in this Annual Report to which this certification is attached, is true, correct, and is in compliance with the terms and conditions of the Agreement, and that to the best of my knowledge the financial data in this Annual Report true, correct, and agrees with the books and records of the Recipient.

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 Name of Signing Authority

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 Title

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 Signature

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 Date

February 23, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Development of a skating trail – Report 2**

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At the January 31, 2022 Special Budget meeting Council directed staff to put together some costing for consideration of a grant for the development of an on-ice skating trail somewhere on Rainy Lake and to bring that information to the Operations and Facilities Executive Committee for review. At the conclusion of the meeting it was not clear where the trail would start and end or how long and wide it should be made so some key assumptions were made in order to develop some costing. The assumptions are detailed below:

1. The trail was assumed to leave from the end of School Road and head north easterly along the shore ending in a loop with a total length of approximately 1825m. (see attached map)
2. Width of the trail would be approximately 2.4m or two passes with our blower.
3. The maintenance season would be December 15<sup>th</sup> to March 15<sup>th</sup>.

Based on these assumptions the following process would be suggested to open and maintain the trail. A plow on a fourwheeler or side by side would be utilized to first open the trail in the early winter and get it established before slush or snowmobiles cause issues with the ice. Once ice conditions permit, a blower would be used to limit banks on the trail. Once the trail was blown off, a power broom would be used to sweep the trail clean. A water tank fitted to a side by side with a spreader bar would be used to flood the trail regularly to improve and maintain the smoothness of the trail and fill in cracks such that it would be suitable for skating.

Based on this information it is assumed that there would be three hours of maintenance, plowing and sweeping per weekday and an additional four hours twice per week for flooding operations, Mondays and Fridays, for total weekly maintenance labour equalling 23 hours. Seasonal fuel consumption is based on assumed fuel consumption of the equipment used for maintenance only, not travel to and from the trail, and 23 weekly hours of maintenance work. Fuel price is based on \$0.1649 for diesel and \$0.1549 for gasoline.

Total Assumed costs:

Weekly Maintenance Hours	Weekly Fuel Costs	Weekly Staff Costs	Equipment Repairs & Maintenance
23	\$ 108.03	\$ 1,084.45	
Total Season (Weeks)	13	13	
<b>TOTAL SEASONAL COST</b>	<b>\$ 1,404.39</b>	<b>\$ 14,097.85</b>	<b>\$ 10,000.00</b>
			<b>\$ 25,502.24</b>

These costs would not consider extensive work required to relocate the trail mid season due to slush conditions, dealing with large wide cracks requiring additional flooding and focused work or damage from vandals.

At the Special Budget Meeting, Council considered a grant being given to private entity or group to get the project rolling to alleviate some of the issues brought forward in the January 31, 2022 Administration report.

It is the recommendation of Administration that if this is an initiative that Council wants to move forward with, at this point in the winter, this initiative would be better to be tabled until December when a trail could be established earlier in the season. This would allow for the entity that would be maintaining/operating it and the Town to plan a location, length, access points and discussions to be had with neighboring communities if required.

At this point Council has not provided direction to administration to add funds to the 2022 operating budget.

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

1. A small amount of funds be included in 2022, funded from the Municipal Accommodation Tax Reserves, to support a local group or entity to explore the feasibility of developing a skating trail on Rainy Lake in December 2022 for the 2022/23 winter season.
2. That the two Administration reports regarding this initiative be presented to the MAT Committee for their review and recommendation on funds to be considered for the 2022 work and an annual ongoing contribution.
3. That the MAT Committee and the Town work to nail down a proposed location and engage local and neighboring stakeholders through 2022 to get entities on board with the development for the 2022/23 winter 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:**

- 1. A small amount of funds be included in 2022, funded from the Municipal Accommodation Tax Reserves, to support a local group or entity to explore the feasibility of developing a skating trail on Rainy Lake in December 2022 for the 2022/23 winter season.**
- 2. That the two Administration reports regarding this initiative be presented to the MAT Committee for their review and recommendation on funds to be considered for the 2022 work and an annual ongoing contribution.**
- 3. That the MAT Committee and the Town work to nail down a proposed location and engage local and neighboring stakeholders through 2022 to get entities on board with the development for the 2022/23 winter season.**

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Trail - Budget Info REV

February 23, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Updates to the Fort Frances Airport Management Structure Modification Policy**


---

Through the activities of the Town's Airport Safety Management System (SMS) committee it was noted that the current Airport Management Structure policy was dated and required some amendments to reflect the current operating system as well as further requirements to better align with the Canadian Aviation Regulations and the Town's SMS Manual. Through the review the Canadian Aviation Regulation references were further updated to reflect changes and reorganization of those regulations.

Attached you will find an updated policy as well as the original policy.

It is the recommendation of the Operations and Facilities Executive Committee that the amended policy titled Town Requirements when the Airport Management Structure is Modified be approved.

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 amended policy titled Town Requirements when the Airport Management Structure is Modified be approved.**

Manager of Operations and Facilities

2022Feb23 Airport Management Structure Policy Update

<i><b>The Town of Fort Frances</b></i>	<b>SECTION</b> OPERATIONS AND FACILITIES
<b><u>TOWN REQUIREMENTS WHEN THE AIRPORT MANAGEMENT STRUCTURE IS MODIFIED</u></b>  <b><u>POLICY</u></b>	<b>NEW:</b> March 2012 <b>REVISED:</b>
Resolution No. 533 (consent) 03/12	Supercedes Resolution No.
Policy Number: 4.25	<b>PAGE 1 of 1</b>

## 1. PURPOSE:

The Corporation of the Town of Fort Frances is required to complete a few key tasks in accordance with Transport Canada- Canadian Aviation Regulations (CARS) when either a new Airport Supervisor is appointed or there is a revision in the existing management structure for the Airport Facility.

## 2. SCOPE:

This policy outlines the pertinent tasks the Corporation of the Town of Fort Frances is required to complete.

## 3. RESPONSIBILITIES:

These requirements apply to Senior Administration of the Corporation of the Town of Fort Frances specifically, the Operations & Facilities Manager and Human Resource Manager.

## 4. PROCEDURE

The Operations and Facilities Manager or the Human Resource Manager will be required to notify the Minister of Transport Canada **in writing** at least 14 days before any change to the airport management structure takes place.

Also the Operations and Facilities Manager or the Human Resource Manager will be responsible to up-date the existing Airport Operations Manual as a result of the change to the Airport Management structure. The revised version of the Airport Operations Manual will then be submitted to the Minister of Transport Canada for acceptance and approval.

## 5. REFERENCE MATERIAL

Canadian Aviation Regulations Part III – Aerodromes, Airport & Heliports – 302.07(1)(d), 308.08(1)(C & 302.08(4)(iv)



## OPERATIONS AND FACILITIES

# TOWN REQUIREMENTS WHEN THE AIRPORT MANAGEMENT STRUCTURE IS MODIFIED

Policy Number: 4.25  
 Created: 2012-03  
 Revised: 2022-02-25  
 Authorized: Resolution X on YYYY-MM-DD  
 Superseded: Resolution 533 (Consent) on 2012-03

### 1) PURPOSE

The Corporation of the Town of Fort Frances is required to complete a few key tasks in accordance with Transport Canada Canadian Aviation Regulations (CARS) when either a new Airport Supervisor is appointed, there is a change to the Accountable Executive or there is a revision in the existing management structure for the Airport Facility.

**TOWN REQUIREMENTS WHEN THE AIRPORT MANAGEMENT STRUCTURE IS MODIFIED****2) SCOPE**

This policy outlines the pertinent tasks the Corporation of the Town of Fort Frances is required to complete.

**3) RESPONSIBILITIES**

These requirements apply to Senior Administration of the Corporation of the Town of Fort Frances specifically, the Operations & Facilities Manager.

**4) PROCEDURE**

The Operations and Facilities Manager will be required to notify the Minister of Transport Canada **in writing** at least 14 days before any change to the airport management structure takes place. This notification shall be accompanied by the completion of a risk assessment exercise with any risk mitigating steps being taken prior to the change in the management structure in accordance with section 4.6 of the Airport Safety Management System Manual.

Also the Operations and Facilities Manager will be responsible to up-date the existing Airport Operations Manual as a result of the change to the Airport Management structure as required. The revised version of the Airport Operations Manual will then be submitted to the Minister of Transport Canada for acceptance and approval.

**5) REFERENCE MATERIAL**

Canadian Aviation Regulations Part III – Aerodromes, Airport & Heliports – 302.07(1)(d), 302.505 (1) (b), (c) & 302.08(4)(iv)

February 23, 2022

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Renewal of Bearskin Annual Lease**

---

Please find attached a report prepared by Tom Batiuk, Airport Supervisor, outlining the annual lease agreement with (Bearskin) Perimeter Airlines C/O EIC Shared Services for counter and storage space within the terminal building. These lease agreements are required to be executed by the Corporation at this time. The rates in the lease agreement reflect a 4% increase for counter space. This increase follows with the increase in the Town user fees for 2022.

The Operations & Facilities Executive Committee recommends the following:

- 1) That the lease agreements with Perimeter Airlines C/O EIC Shared Services be executed.
- 2) That the Mayor and Clerk be authorized to execute the lease agreements on behalf of the Corporation.

Respectfully Submitted



Travis Rob, P.Eng

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

- 1) That the lease agreements with Perimeter Airlines C/O EIC Shared Services be executed.**
- 2) That the Mayor and Clerk be authorized to execute the lease agreements on behalf of the Corporation.**

Manager of Operations and Facilities

2022Feb23 Bearskin Terminal Lease Renewal



2022-02-16

To: Travis Rob, O&F Division Manager

From: Tom Batiuk

Re: Bearskin Airlines lease renewal

Please find attached the lease renewal for Bearskin Airlines. This lease is an annual renewal that commences January 1<sup>st</sup>, 2022 and ends Dec 31<sup>st</sup>, 2022. This tenant is in good standing and it is my recommendation to the O&F Committee to approve these and forward to Town Council for final approval.

Kind Regards,

Tom Batiuk  
Airport Supervisor

**THIS AGREEMENT** made this 1st day of January, Two Thousand and Twenty Two

**BETWEEN:**

THE CORPORATION OF THE TOWN OF FORT FRANCES  
(The “Town”)

-And-

PERIMETER AIRLINES  
C/O EIC SHARED SERVICES  
(The “Tenant”)

**WHEREAS:**

- A. The Town and the Tenant hereinafter collectively referred to as the “Parties” entered into an agreement of lease (the “Lease”) dated March 1, 2000 with respect to the property (“Demised Premises”) described as: Office, counter and storage space comprising a total area of 28.5 square meters at the Fort Frances Airport.
- B. The copy of the lease dated March 1, 2000, in each of the Parties possession forms Part of this Agreement as Schedule “A”.
- C. The term (the “Term”) of this lease and subsequent renewals is due to expire and end December 31, 2021.
- D. The Town desires to lease to the Tenant and the Tenant desires to lease from the Town the Demised Premises for a further Term, namely, from January 1, 2022, to and including December 31, 2022, on substantially the same terms and conditions as set out in the Lease, save and excepting the additional clause E, as set out below.
- E. The annual rental fee will be annually increased on renewal by the greater of the amounts calculated as follows:
  - 1) An amount equal to that produced by applying the Previous year’s Ontario consumer price index to the previous year’s annual rental fee;
  - 2) An amount calculated as 4.0% over the previous year’s annual rental fee

**NOW THEREFORE** the Parties agree as follows:

- 1. The Town agrees to lease to the Tenant and the Tenant agrees to lease from the Town the Demised Premises for a further Term from and including January 1, 2022, to December 31, 2022.
- 2. The amount payable by the Tenant to the Town in respect of the Tenant’s lease of the Demised Premises for the Term January 1, 2022, to December 31, 2022, shall be the sum of \$ 11,921.55, plus applicable taxes, which amount shall be payable by the Tenant to the Town on a monthly basis.
- 3. Except as set out in this agreement, the Lease by the Tenant of the Demised Premises from the Town for the term shall be upon the same terms and conditions as set out in the Lease.

**IN WITNESS WHERE OF** the Parties have executed this Agreement.

For the Corporation of the Town of Fort Frances:

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk

For: Bearskin Airlines C/O EIC Shared Services:

Witness: \_\_\_\_\_ Per: \_\_\_\_\_  
“I have the authority to bind the corporation”



**FORTFRANCES**  
BOUNDLESS

**COUNCILLOR W. BRUNETTA- ROMA PER  
DIEM**

# **ADMINISTRATIVE REPORT**

Date: 2022-02-28  
From: Dawn Galusha, Treasurer  
To: Mayor Caul & Members of Council  
File Number: Treasury Report 2022/09

## COUNCILLOR W. BRUNETTA- ROMA PER DIEM

### ISSUE

Consider approval of Schedule “F” Travel Statement- Mayor/Council Honorarium per diem in the amount of \$320.00 for attendance at the ROMA Conference held virtually on January 24 and 25, 2022 as submitted by Councillor Wendy Brunetta.

### ADMINISTRATIVE RECOMMENDATION

Administration & Finance Executive Committee recommends:

***THAT Council approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$320.00 as submitted by Councillor Wendy Brunetta for attendance at the ROMA Conference held virtually on January 24 and 25, 2022.***

### STRATEGIC IMPACT

n/a

### OPTIONS & ALTERNATIVES

- (1) Approval of per diem payment of \$320.00.
- (2) Deny the request.

### HISTORY

n/a

### ANALYSIS

The registration cost was \$457.92, resulting in the total cost of \$777.92 to attend the virtual ROMA Conference as authorized by Council.

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

### CONSULTATION

n/a

### SUPPORTING DOCUMENTS

Town of Fort Frances- Schedule “F”

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

Attendee	Wendy Brunetta
Conference / Seminar Attended	ROMA 2022
Location	Virtual
Dates	Mon + Tues, Jan 24 + 25, 2022

**Details of Per Diem**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date	Jan 24	Jan 25						
Amount	160.00	160.00						320.00

Name (Please Print) Wendy Brunetta	Signature <i>Wendy Brunetta</i> - Feb. 7/22
Approved	Date

To be submitted to Payroll for processing when approved by Council



## ROMA Conference

[Join the Conference](#)

[Delegation Meetings](#)

### Program

[Registration](#)

[Sponsorship/Exhibitors](#)

[Home](#) / [ROMA 2022: Rural Opportunities](#) /

## Program

The following program is continually being updated. Details will be added as they are confirmed.

### Sunday, January 23

12:30 – 5:00pm

Info Booth Open and Delegation Meetings

### Monday, January 24

8:15 – 8:25am

Welcome, O Canada

8:25 – 9:10am

Opening Keynote: How Municipalities Can and Should Work with Indigenous Peoples, Chief Perry Bellegarde, Former National Chief of the Assembly of First Nations.

Chief Perry Bellegarde has dedicated his life to championing the rights and well-being of First Nations. For 35 years, he has held various First Nations leadership roles, including two terms served as the National Chief of the Assembly of First Nations (AFN). Chief Bellegarde believes passionately that at the heart of the original Treaty relationship sits a vision of peace and friendship that is the key to building a better and brighter future for Canada.

A member of Little Black Bear First Nation, Chief Bellegarde credits the wisdom shared by the First Nations Elders of Saskatchewan for instilling in him a deep sense of pride in his culture, as well as a lasting conviction that Indigenous knowledge and values are crucial to building a more just and inclusive society. He describes himself as an *oskâpêwis*, a Cree word meaning “helper”, and he believes this understanding of the role and responsibilities of a leader applies to many walks of life.

Chief Bellegarde has championed that vision through all his leadership roles. As National Chief, Chief Bellegarde campaigned tirelessly to close the gap in the quality of life between First Nations and other families in Canada. He led the AFN through a period of profound transformation in public awareness of First Nations concerns and priorities. Critical accomplishments include the passage of Canada’s first national legislation recognizing and protecting Indigenous languages, much needed changes in how government services in First Nations communities are funded, and securing a legal commitment to national implementation of the United Nations Declaration on the Rights of Indigenous Peoples.

In recognition of his work, Chief Bellegarde has been awarded the Confederation Medal, the Saskatchewan Centennial Medal, and both the Queen Elizabeth II Diamond Jubilee Medal and Golden Jubilee Medal. In 2018, he was recognized with the Saskatchewan Order of Merit, and in 2019, was awarded an Honourary Doctorate of Laws from Queen’s University for his extraordinary contribution to public service, arts, culture, law, and government. The Empire Club of Canada has recently selected Chief Bellegarde as The Nation Builder of the Year Award 2021.

9:10 – 9:30am

ROMA Update and AGM  
Robin Jones, Chair  
Afshin Majidi, Secretary Treasurer

9:30 – 9:40am

Jamie McGarvey, AMO President

9:40 – 9:50am

[The Hon. Doug Ford, Premier of Ontario](#)

9:50 - 10:00am

The Hon. Gudit Hutchings, Minister of Rural Economic Development

10:00 – 10:30am	Break and Meet with Exhibitors
10:30 - 11:45am	<p>Concurrent Session A</p> <ol style="list-style-type: none"> <li>1. Navigating the New Regulations under the Conservation Authorities Act <ul style="list-style-type: none"> <li>- The changes outlining what and how Conservative Authorities are to do business are completed. Now comes the work of transitioning to this new model. Hear from three points of view (council, staff, and CA leadership) on top priorities, major challenges and advice on how to be successful.</li> </ul> </li> <li>2. Human Services Transformation for Poverty Reduction <ul style="list-style-type: none"> <li>- Poverty has taken on a new dimension with the onset of the COVID-19 pandemic. The unique characteristics of poverty in rural and northern areas will be explored with discussion of the current human service transformation initiatives that can help reduce it.</li> </ul> </li> <li>3. Community Safety and Well Being <ul style="list-style-type: none"> <li>- This session will explore the challenges and opportunities that Community Safety and Well Being planning presents for Ontario municipalities. With a rural lens, panelists will discuss how they met the July 1, 2020 deadline to have a plan in place and how they are moving forward with the CSWB plan implementation.</li> </ul> </li> </ol>
11:45 – 12:45pm	Lunch and Zone Networking Sessions
12:45 – 2:00pm	<p>Concurrent Session B</p> <ol style="list-style-type: none"> <li>1. The Continued Quest to Improve Connectivity in Ontario <ul style="list-style-type: none"> <li>- Learn about the state of connectivity in rural Ontario.</li> </ul> </li> <li>2. Homelessness in Rural Ontario: Challenges and Opportunities <ul style="list-style-type: none"> <li>- Examining the unique context of homelessness in rural and northern Ontario, this session will showcase initiatives and recommendations that can be implemented in communities, ultimately working toward the goal of ending homelessness in Ontario.</li> </ul> </li> </ol>
2:00 – 2:30pm	Break and Meet with Exhibitors
2:30 – 2:40pm	Andrea Horwath, Leader of the Official Opposition and NDP
2:40 - 2:45pm	A Message from Intact Public Entities
2:45 – 3:25pm	<p>Opportunities for Rural Ontario: Post-COVID Recovery</p> <p>ROMA recommendations and strategies on the recovery and growth plans for Ontario's rural communities</p>
3:25 - 3:35 pm	<p>Filling the Housing Information Gap in Rural Communities</p> <p>Learn about the partnership between The Rural Ontario Institute, Eastern Ontario Wardens' Caucus and IT firm Itergy, that addresses a housing shortfall through the creation of an innovative digital tool.</p>
3:35 - 3:50pm	The Hon. Steve Clark, Minister of Municipal Affairs and Housing
3:50 - 4:35pm	<p>Ministers' Forum: Adapting Health and Social Services for Rural Communities in a Post-Pandemic Environment</p> <ul style="list-style-type: none"> <li>• The Hon. Doug Downey, Attorney General</li> <li>• The Hon. Merrilee Fullerton, Minister of Children, Community and Social Services</li> <li>• The Hon. Jane McKenna, Associate Minister of Children and Women's Issues</li> <li>• The Hon. Parm Gill, Minister of Citizenship and Multiculturalism</li> <li>• The Hon. Jill Dunlop, Minister of Colleges and Universities</li> <li>• The Hon. Stephen Lecce, Minister of Education</li> <li>• The Hon. Monte McNaughton, Minister of Labour, Training and Skills Development</li> <li>• The Hon. Christine Elliott, Minister of Health</li> <li>• The Hon. Michael Tibollo, Associate Minister of Mental Health and Addictions</li> <li>• The Hon. Paul Calandra, Minister of Long-Term Care</li> <li>• The Hon. Steve Clark, Minister of Municipal Affairs and Housing</li> </ul>

- The Hon. Raymond Cho, Minister of Seniors and Accessibility
- The Hon. Sylvia Jones, Solicitor General

**Tuesday, January 25**

8:00 – 8:30am

Meet with Exhibitors

8:30 - 8:32am

The Hon. Helena Jaczek, Minister responsible for the Federal Economic Development Agency for Southern Ontario

8:32 – 9:05am

The Role of Science in Policy: Dr. Bruce Lourie, Influential Environmental Policy Expert and Bestselling Author

Co-author of international bestseller *Slow Death by Rubber Duck*, Dr. Bruce Lourie is one of Canada's most influential leaders and thinkers in the environment sector. He has been instrumental in the creation of more than a dozen organizations that play critical roles in sustainability in Canada and abroad, and initiated the largest climate action in North America — phasing out coal in Ontario. Speaking on topics such as getting to net zero to solve climate change, energy systems transition, the role of ESG and sustainable finance, toxic pollution, non-profit leadership, and more, Lourie brings a unique ability to translate complex issues into timely and actionable information.

As one of the country's foremost experts in integrating climate science and policy, Dr. Lourie will delve into how best to navigate the complexity and cut to the chase on the most recent and relevant ideas for managing climate risk and transitioning to a net-zero economy by exploring the following questions:

- How do we use climate science to inform policy?
- What are the fires and floods telling us about climate policy urgency?
- How do communities make decisions regarding climate resilient infrastructure and buildings?
- What is the science telling us about agricultural risk?
- And who do we trust? Which organizations? Which people?

9:05 - 9:15am

Steven Del Duca, Leader, Liberal Party of Ontario

9:15 – 10:00am

Michael J. Smither Question Box Panel

- Shawn Everitt, Chief Administrative Officer, Town of The Blue Mountains
- Jody Johnson, Director, Legal Services, Halton Region
- Andy Jones, Chief Building Official, Town of Gravenhurst
- Sid Vander Veen, Drainage Specialist, R. J. Burnside & Associates Limited
- Robert Walton, General Manager - Operations, County of Brant
- Sandra Weber, Director, Huron County Planning and Development Department

Delegates attending the conference can submit questions for the Question Box Panel [here](#).

10:00 – 10:30am

Break and Networking Events

10:30 - 11:45am

Concurrent Session A

1. Fines and Enforcement: Advancing the Local Administration of Justice
  - Penalties and fines are an important part of administering justice in your municipality. Learn what steps the Ministry of the Attorney General has taken to improve municipal fine collection and how your municipality can control roadway speeds using automated enforcement in specific areas.
2. Taking a Pulse Check on Rural and Northern Health
  - Access to health services is a challenge in rural and northern Ontario. To help meet the needs of residents, a diverse panel will examine the current situation and discuss opportunities for innovative solutions.

11:45 – 12:45pm	Lunch and Networking Events
12:45 – 2:00pm	<p>Concurrent Session B</p> <ol style="list-style-type: none"> <li>1. Climate Change and Municipalities: How Community Energy Plans and Land Use Planning Can Help <ul style="list-style-type: none"> <li>- The goal of this session is to broaden participants' understanding of how climate change, energy and land-use planning intersect, and provide an overview of scale-able and accessible solutions for municipalities of all sizes.</li> </ul> </li> <li>2. Innovative Housing Solutions in Rural Ontario <ul style="list-style-type: none"> <li>- New strategies and partnerships are required to address the housing crisis and support affordable home ownership opportunities in rural Ontario. This session will showcase innovations and partnerships with the potential to be applied in communities across rural and northern Ontario.</li> </ul> </li> </ol>
2:00 – 2:30pm	Meet with Exhibitors
2:30 – 2:40pm	Mike Schreiner, Leader, Green Party of Ontario
2:40 - 2:45pm	A Message from IESO: The Municipal Role in Meeting Ontario's Energy Needs. Sponsored by IESO.
2:45 – 3:15pm	Post-COVID Recovery: Opportunities in Practice for Rural Ontario
3:15 - 3:30pm	The Hon. Lisa Thompson, Minister of Agriculture, Food and Rural Affairs
3:30 - 3:35pm	A Message from NWMO
3:35 - 3:50pm	The Hon. Kinga Surma, Minister of Infrastructure
3:50 - 4:35pm	<p>Ministers' Forum: Sparking Rural Economic Growth with the Environment, Infrastructure and Resource Development</p> <ul style="list-style-type: none"> <li>• The Hon. Lisa Thompson, Minister of Agriculture, Food and Rural Affairs</li> <li>• The Hon. Victor Fedeli, Minister of Economic Development, Job Creation and Trade</li> <li>• The Hon. Nina Tangri, Associate Minister of Small Business and Red Tape Reduction</li> <li>• The Hon. Todd Smith, Minister of Energy</li> <li>• The Hon. David Piccini, Minister of Environment, Conservation and Parks</li> <li>• The Hon. Peter Bethlenfalvy, Minister of Finance</li> <li>• The Hon. Kaleed Rasheed, Associate Minister of Digital Government</li> <li>• The Hon. Ross Romano, Minister of Government and Consumer Services</li> <li>• The Hon. Kinga Surma, Minister of Infrastructure</li> <li>• The Hon. Steve Clark, Minister of Municipal Affairs and Housing</li> <li>• The Hon. Greg Rickford, Minister of Northern Development, Mines and Natural Resources and Forestry / Indigenous Affairs</li> <li>• The Hon. Caroline Mulroney, Minister of Transportation / Francophone Affairs</li> <li>• The Hon. Stan Cho, Associate Minister of Transportation</li> </ul>



**FORTFRANCES**  
BOUNDLESS

**COUNCILLOR M. BEHAN- RRDMA PER  
DIEM**

# **ADMINISTRATIVE REPORT**

Date: 2022-02-28  
From: Dawn Galusha, Treasurer  
To: Mayor Caul & Members of Council  
File Number: Treasury Report 2022/08

## COUNCILLOR M. BEHAN- RRDMA PER DIEM

### ISSUE

Consider approval of Schedule “F” Travel Statement- Mayor/Council Honorarium per diem in the amount of \$80.00 for attendance at the RRDMA Annual General Meeting held virtually on January 15, 2022 as submitted by Councillor Michael Behan.

### ADMINISTRATIVE RECOMMENDATION

Administration & Finance Executive Committee recommends:

***THAT Council approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$80.00 as submitted by Councillor Michael Behan for attendance at the RRDMA Annual General Meeting held virtually on January 15, 2022.***

### STRATEGIC IMPACT

n/a

### OPTIONS & ALTERNATIVES

- (1) Approval of per diem payment of \$80.00.
- (2) Deny the request.

### HISTORY

n/a

### ANALYSIS

Due to the virtual nature, there is no registration fee, resulting in the total cost of \$80.00 to attend the RRDMA Annual General Meeting as authorized by Council.

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

### CONSULTATION

n/a

### SUPPORTING DOCUMENTS

Town of Fort Frances- Schedule “F”



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

Attendee	MICHAEL BEHAN
Conference / Seminar Attended	RROMA AGM
Location	VIRTUAL
Dates	Jan. 15/22

**Details of Per Diem**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date						Jan. 15		1 1/2 days
Amount						\$80.00		\$80.00

Name (Please Print) MICHAEL BEHAN	Signature Michael Behan
Approved	Date Feb. 15/2022

To be submitted to Payroll for processing when approved by Council

**RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION  
31st ANNUAL GENERAL MEETING AND CONFERENCE  
SATURDAY, JANUARY 15, 2022**

**AGENDA- Revised**

- |                         |  |
|-------------------------|--|
| 9:00 a.m. - 9:10 a.m.   | <p>Opening Remarks</p> <p><b><i>“We acknowledge that we are meeting on the territory of Treaty 3, the traditional land of the Anishinaabe people. We also recognize the local Metis Nation that shares the spiritual history of this land.”</i></b></p> <p>- Deb Ewald/RRDMA President</p> <p>Invocation: Pat White</p>  |
| 9:10 a.m. - 10:00 a.m.  | <p><b>Business Session:</b><br/>(Detailed information will be included)</p> <ul style="list-style-type: none"> <li>- Minutes of September 22, 2021 General Meeting</li> <li>- Audited Treasurer's Report for 2021</li> <li>- Reports</li> <li>- NOMA - Levy payment</li> <li>- Resolutions/Resolutions for N.O.M.A.</li> <li>- Conferences – KDMA</li> <li>- Other Business</li> <li>- Meetings</li> </ul> |
| 10:00 a.m. - 10:30 a.m. | <p>- <b>Northwestern Health Unit</b></p> <p>Dr. Kit Young Hoon<br/>Marilyn Herbacz/CEO</p>   |
| 10:30 a.m. - 11:00 a.m. | <p>- <b>DSSAB</b></p> <p>Dan McCormick/CAO</p>   |
| 11:00 a.m. - 11:15 a.m. | <p>- HEALTH BREAK</p>  |
| 11:15 a.m. - 11:45 a.m. | <p>- <b>Geoff Gillon/RRFDC</b></p>   |
| 11:45 a.m. – 12:00 Noon | <p>- <b>Marcus Powlowski, MP<br/>Thunder Bay – Rainy River</b></p>   |

12:00 Noon - 12:30 p.m.

**Ontario Provincial Police**

12:30 p.m. - 12:45 p.m.

- **ADJOURNMENT**  
- Closing Remarks



**FORTFRANCES**  
BOUNDLESS

**AWARD OF TENDER 22-AF-01**

# **ADMINISTRATIVE REPORT**

Date: 2022-02-28  
From: Jeremy Hughes, Information Technology Manager  
To: Committee of the Whole  
File Number: 2022-COTW-1004

## AWARD OF TENDER 22-AF-01

### 1. ISSUE

Video surveillance cameras must be purchased as part of the *Downtown Core Video Surveillance Upgrade* project.

### 2. ADMINISTRATIVE RECOMMENDATION

Administration recommends:

**THAT Council of the Town of Fort Frances authorize the award of Tender 22-AF-01 for the supply and delivery of surveillance cameras to 407695 Ontario Ltd. o/a Sight & Sound at a cost of \$78,868.07 including the Town's portion of HST; and**

**FURTHER THAT the Mayor and Clerk execute the Standard Form of Agreement with 407695 Ontario Ltd. o/a Sight & Sound.**

### 3. STRATEGIC IMPACT

Existing video surveillance infrastructure operated by the Town of Fort Frances (the "Town") is decentralized, obsolete, and limited to only a few municipal properties that do not adequately address community safety concerns.

The *Downtown Core Video Surveillance Upgrade* project will expand and enhance video surveillance capabilities throughout the downtown core of Fort Frances along routes identified by the Fort Frances Ontario Provincial Police (*the "OPP"*).

Enhanced video surveillance capabilities support the OPP's vision for safe communities and a secure Ontario by:

- Decreasing violent crime and gun and gang activity
- Decreasing the time needed to identify suspects and witnesses
- Increasing the use of video surveillance to enhance and support OPP investigations
- Increasing criminal charges and court convictions
- Increasing overall community safety and well-being

### 4. OPTIONS & ALTERNATIVES

- (1) Authorize the award of Tender 22-AF-01 for the supply and delivery of surveillance cameras.
- (2) Deny the award of Tender 22-AF-01.

## ADMINISTRATIVE REPORT

### 5. HISTORY

On July 23rd, 2021, the Town, in partnership with the Fort Frances OPP, applied to the Ontario CCTV Grant Program.

Resolutions passed by the Police Services Board on July 16th, 2021 and Council on August 9th, 2021 supported this application.

On October 7th, 2021, the Town was notified that it was successful in receiving \$170,000 in total funding toward this \$340,000 project. The corresponding Transfer Payment Agreement was executed on November 8th, 2021. Funding was received on February 1st, 2022.

At the January 31st, 2022 budget meeting, carryover of capital from the 2021 Capital Budget was approved, including the purchase of surveillance cameras for the *Downtown Core Video Surveillance Upgrade* project.

Advertisements describing the tender were made:

- On February 6th, 2022, a post was published on the “*Tenders*” page of the Town’s website.
- On February 7th, 2022, an advertisement was published on the “*Classifieds*” page of the Fort Frances Times’ website.
- On February 8th, 9th, 10th, and 16th, 2022, a print advertisement was published in the Fort Frances Times.

Addenda were published on the “*Tenders*” page of the Town’s website:

- Addendum 1 on Tuesday, February 15th, 2022, sharing answers to various questions from potential Tenderers and making minor modifications to the Tender Documents

On Tuesday, February 22nd, 2022 at 2:00 PM, tenders were opened publicly in the Committee Room of the Civic Centre, with public participation occurring via teleconference.

### 6. ANALYSIS

This purchase is funded through a Provincial Grant and out of the Modernization Fund.

Tenders were received prior to the closing date from:

- Apex Investigation & Security Inc. (hereafter referred to as “Apex”)
- Delco Security – A Division of Delco Automation Inc. (hereafter referred to as “Delco”)

## AWARD OF TENDER 22-AF-01

- 407695 Ontario Ltd. o/a Sight & Sound (hereafter referred to as “Sight & Sound”)
- Sunset Protection Systems (hereafter referred to as “Sunset”)
- Triple A Contracting (Fort Frances) Inc (hereafter referred to as “Triple A”)

The attached table summarizes the tenders received as well as the budget allocations, surpluses, and deficits.

It is the obligation of Administration to point out any areas where the vendors did not meet the specifications in their bid submissions. The following anomalies were observed:

- Apex
  - The submission did not include acknowledgement of Addendum 1. **The submission is rejected as informal.**
  - This submission did not include manufacturer’s specifications or installation instructions. This difference is material, as specifications for the power supply and mounting hardware to be included are unknown.
  - The submission did not meet IK10 environmental specifications, offering IK09 instead. This difference is not material.
  - The submission did not meet H265+ and H264+ protocol specifications, offering H265 and H264 instead. This difference is not material.
  - The submission expressed ambiguity surrounding the wired gigabit ethernet port specification. This difference is not material, as specifications for this camera model are known.
  - The submission did not demonstrate ONVIF G, S, and T compatibility. This difference is not material, as specifications for this camera model are known.
- Delco
  - The submission was received by fax and signed originals were not received within 48 hours of closing. **The submission is rejected as informal.**
  - The submission did not meet IK10 environmental specifications, offering IK09 instead. This difference is not material.
  - The submission did not meet H265+ and H264+ protocol specifications, offering H265 and H264 instead. This difference is not material.

## ADMINISTRATIVE REPORT

- Sight & Sound
  - The submission did not meet IK10 environmental specifications, offering IK09 instead. This difference is not material.
  - The submission did not meet H265+ and H264+ protocol specifications, offering H265 and H264 instead. This difference is not material.
- Sunset
  - The first submission:
    - This submission did not meet 15 MP resolution specifications, offering 12 MP (9 MP effective) instead. This difference is material, as it decreases the quality of the output being produced.
    - The submission did not meet IP67 environmental specifications, offering IP66 instead. This difference is material, as it may affect the continuous operation of the device in extreme weather.
    - This submission did not demonstrate Milestone compatibility. This difference is material, as compatibility for this camera model is not known.
    - The submission did not meet H265+ and H264+ protocol specifications, offering H265 and H264 instead. This difference is not material.
  - The second submission:
    - The submission did not meet IP67 environmental specifications, offering IP66 instead. This difference is material, as it may affect the continuous operation of the device in extreme weather.
    - The submission did not meet H265+ and H264+ protocol specifications, offering H265 and H264 instead. This difference is not material.
- Triple A
  - The submission did not include a deposit of 5 % of the total Tender Price, offering a deposit of 5 % of a single unit instead. **The submission is rejected as informal.**
  - The submission did not meet IP67 environmental specifications, offering IP66 instead. This difference is material, as it may affect the continuous operation of the device in extreme weather.

**AWARD OF TENDER 22-AF-01**

- The submission did not meet IEEE 802.3af or IEEE 802.3at power specifications, offering IEEE 802.3bt instead. This difference is material, as it is not directly compatible with currently deployed Town infrastructure.
- The submission did not meet ONVIF G, S, and T compatibility specifications, offering S and T instead. This difference is material, as it may affect the future compatibility of the device.
- The submission did not meet H265+ and H264+ protocol specifications, offering H265 and H264 instead. This difference is not material.

**7. CONSULTATION**

- OPP for specifications of equipment
- Fort Frances Power Corporation for installation of equipment
- Operations & Facilities Division for installation of equipment
- Fort Frances Times for advertising the Tender

**8. SUPPORTING DOCUMENTS**

- (1) Tender Analysis
- (2) Standard Form of Agreement

<b>Tenderer</b>	<b>Apex</b>	<b>Delco</b>	<b>Sight &amp; Sound</b>	<b>Sunset - 20 MP</b>	<b>Triple A</b>	<b>Sunset - 9 MP</b>
<b>Status</b>	<b>Rejected due to Addendum omission</b>	<b>Rejected due to deadline for original documents</b>	<b>Sufficiently compliant</b>	<b>Sufficiently compliant</b>	<b>Rejected due to deposit error</b>	<b>Rejected due to low resolution</b>
<b>Camera</b>	\$1,782.00	\$1,561.95	\$1,880.00	\$1,983.00	\$2,950.00	\$969.00
<b>Power Supply</b>	\$89.10	\$540.18	\$309.00	\$549.00	\$0.00	\$549.00
<b>Mount</b>	\$301.40	\$189.11	\$233.00	\$305.00	\$295.75	\$305.00
<b>Unit Price</b>	\$2,172.50	\$2,291.24	\$2,422.00	\$2,837.00	\$3,245.75	\$1,823.00
<b>Subtotal (32 Units)</b>	\$69,520.00	\$73,319.68	\$77,504.00	\$90,784.00	\$103,864.00	\$58,336.00
<b>Town's Payable Tax (1.76%)</b>	\$1,223.55	\$1,290.43	\$1,364.07	\$1,597.80	\$1,828.01	\$1,026.71
<b>Total Tender Price</b>	\$70,743.55	\$74,610.11	<b>\$78,868.07</b>	\$92,381.80	\$105,692.01	\$59,362.71
<b>Difference from Low Bid</b>	\$0.00	\$3,866.56	\$8,124.52	\$21,638.25	\$34,948.46	-
<b>Approximate Budget Allocation</b>	\$71,500.00	\$71,500.00	\$71,500.00	\$71,500.00	\$71,500.00	\$71,500.00
<b>Total Bid Price (13% HST)</b>	\$78,557.60	\$82,851.24	\$87,579.52	\$102,585.92	\$117,366.32	\$65,919.68
<b>Anticipated Delivery Date</b>	2022-06-30	2022-07-17	2022-07-29	2022-05-15	2022-09-15	2022-05-15

# STANDARD FORM OF AGREEMENT

This agreement made in duplicate on:

FEBRUARY 22, 2022

Date

between:

407695 Ontario Ltd. o/a Sight & Sound

*(hereinafter called the "Bidder")*

of the First Part

and

The Corporation of the Town of Fort Frances

*(hereinafter called the "Owner")*

of the Second Part

witness that whereas the Bidder has represented to the Owner that he or she is well able to supply the Surveillance Cameras as described in the Tender Documents, now therefore the Parties hereto undertake and agree as follows:

## ARTICLE 1 - THE BIDDER SHALL

Do and fulfill every covenant contained in the Tender Documents and to supply the Surveillance Cameras as described in the Tender Documents and which have been executed in duplicate by both Parties.

## ARTICLE 2 - THE CONTRACT

The Call to Tender, Tenderer's Checklist, Information to Tenderers, Form of Tender, and Standard Form of Agreement are all to be read into and form part of the Agreement and the whole shall constitute a Contract between the Parties and it shall accrue to the benefit of and be binding upon them and their successors, executors, administrators, and their assigns.

**SUPPLY AND DELIVERY OF SURVEILLANCE CAMERAS****ARTICLE 3 - TERMS**

The Owner shall pay to the Bidder in lawful money of Canada for the performance of the Tender (Supply and Delivery of Surveillance Cameras), the amounts set out in the Form of Tender, subject to the adjustments, additions, deductions, and deletions as provided in the Tender Documents.

**ARTICLE 4 - PAYMENTS**

The Owner shall pay on account thereof, upon the Project Manager's approval, all monies owing to the Bidder for the performance of the Contract. Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Bidder.

**ARTICLE 5 - COMMUNICATIONS**

All communications in writing between the Parties, or between them and the Project Manager, shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by registered mail or by telegram or Facsimile transmission addressed as follows:

(a) The Owner at:

*Mr. Faisal Anwar*  
*Chief Administrative Officer*  
*Town of Fort Frances*  
*320 Portage Avenue, Fort Frances, Ontario, Canada, P9A 3P9*

(b) The Project Manager at:

*Mr. Jeremy Hughes*  
*Information Technology Manager*  
*Town of Fort Frances*  
*320 Portage Avenue, Fort Frances, Ontario, Canada, P9A 3P9*  
*807-274-5323 x 1219*  
[jhughes@fortfrances.ca](mailto:jhughes@fortfrances.ca)

(c) The Bidder at:

**290 Scott Street, Fort Frances ON P9A 1G7**

Address

# SUPPLY AND DELIVERY OF SURVEILLANCE CAMERAS


In witness whereof, the Parties hereto have caused to be hereto affixed their respective Corporate Seals attested by the signatures of their respective duly authorized signing officers, and the unincorporated party or parties hereto have signed and affixed their seals as of the day and year first above written.

Corporate Seals attested by the authorized signing officers of:

**Company / Firm Name**

**407695 Ontario Ltd. o/a Sight & Sound**

02/22/2022  
Date

  
Signature  
(I have the authority to bind the Company / Firm)

**Corporation of the Town of Fort Frances**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
(Corporate Seal)

**Unincorporated Contractors**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



DATE: February 23, 2022  
 TO: Mayor and Council  
 FROM: Municipal Clerk  
 SUBJECT: For your decision: Amend the Procedural By-Law relating to Electronic Participation

## Issue

For Council to consider the amendments to the Procedural By-Law relating to Electronic Participation during meetings

## Facts

- The [Procedural By-Law](#) provides for members participating virtually if an emergency is declared in accordance with the Emergency Management and Civil Protection Act. Without a declared emergency ei: prior to Covid with no emergency order in place the Procedural By-Law provides the ability to participate electronically but members cannot count toward quorum and cannot participate in closed sessions.
- On July 21, 2020 the COVID-19 Economic Recovery Act was passed to officially amend the Municipal Act to permit Council's the ability should they choose to within the procedural by-law to allow members from participating in both open and closed meetings virtually and be counted for quorum.
- Effective March 1<sup>st</sup> the provincial government announced the lifting of all restrictions with the exception of masking requirements
- The core members of the Emergency Control Group has met on Feb 23, 2022 and advised that should the province move forward with this approach the Municipality will be in a position to be required to lift the current declared municipal state of emergency
- By removing the Municipal declared emergency this would trigger pre-covid measures with respect to the procedural by-law ei: members participating electronically would no longer count toward quorum and may not participate in closed session.

## Analysis

- Recent news release by the Northwestern Health Unit relating to concerns strongly advised to continue to follow enhance measures while case numbers and hospitalizations remain high.
- Per recommendations of the Municipal Emergency Control Group without provincial orders in place the Health Unit will be our guiding principles.
- The proposed changes provide for a change in permitting electronic participation with a focus around an urgent situation as follows:
  - declared emergency by any level of government.

- Restrictions or guidelines set out by the Northwestern Health Unit, the Ontario Provincial Police, Province of Ontario and the Municipal Emergency Control Group.
- Further amendments provides for:
  - Permitting participation in a closed session
  - Deputations \ delegations being permitted in the same circumstance
  - Publishing the virtual link on agendas
- It should be noted that this is a temporary measure to address our needs in the short term but this should be a broader discussion part of the governance review.
- Council may choose to not amend the procedural by-law which will result in pre-covid procedures to be triggered where electronic participation will not count toward quorum and will not be permitted to participate in closed session when the Municipal Emergency is lifted.

## **RECOMMENDATION**

THAT approval of this report will agree with the recommendation from the Municipal Clerk to amend the Procedural By-Law to provide broader provisions relating to electronic participation
--

## THE CORPORATION OF THE TOWN OF FORT FRANCES

### BY-LAW NO. 46~20 - B

(A By-Law to amend By-Law 46-20 to Govern the Proceedings of the Council of the Corporation of the Town of Fort Frances)

**WHEREAS** *the Municipal Act, 2001, c. 25 s. 5 (1)* provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** *the Municipal Act, 2001, c. 25 s. 5 (3)* provides that the powers of every council are to be exercised by by-law;

**AND WHEREAS** Council of the Corporation of the Town of Fort Frances, pursuant to section 238 of *the Municipal Act, 2001*, adopted By-law Number 46-20 on the 9<sup>th</sup> day of November 2020, being a by-law to establish the proceedings of Council.

**AND WHEREAS** on July 21, 2020 the *COVID-19 Economic Recovery Act, 2020* was passed to amend the Municipal Act, 2001 such that a Municipality's procedural by-law may permit Council and/or Committee members to participate electronically in both open and closed meetings and members participating electronically may be counted in determining quorum;

**AND WHEREAS** Council of the Corporation of the Town of Fort Frances deems it necessary to amend By-law No. 46-20 to allow for electronic participation.

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

1. That Section 4.13 be amended as follows:

#### **4.13 Electronic Meetings**

Electronic Participation at meetings may be conducted, pursuant to Section 238 of the Municipal Act, 2001 as amended, and in accordance with this by-law and as set out In Appendix A and B

##### **4.13.1 Electronic Meeting Participation – When Permitted**

During the following circumstances members of Council, Local Boards and other Committees may participate by electronic means to the extent and in the manner set out in this Bylaw:

- a) A declared emergency by any level of government.
- b) Restrictions or guidelines set out by the Northwestern Health Unit, the Ontario Provincial Police, Province of Ontario and the Municipal Emergency Control Group.

##### **4.13.2 Electronic Meeting Participation – Quorum and Voting**

Members participating electronically shall count towards quorum and be entitled to vote as if they were attending in person at a meeting that is open to the public or closed to the public.

##### **4.13.3 Electronic Meeting Participation – Publishing of Link**

The link to access the electronic meeting will be published on the applicable meeting Agenda.

##### **4.13.4 Electronic Participation — Delegations / Deputations permitted to participate electronically**

Delegates / Deputations may be permitted to participate electronically if circumstances do not allow a delegate or deputation to appear in person in

accordance with section 4.13.1.

THAT appendix B be amended as attached hereto and forming part of this By-Law

Enacted and passed this 28th day of February 2022

\_\_\_\_\_  
G. Lecuyer  
Clerk

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

## **Appendix B**

### **Electronic Participation at Meetings**

1. Where the Rules of Procedure conflict with the need to facilitate electronic participation, the Chair, in consultation with the Clerk shall have the authority to modify the Rules of Procedure to ensure members can effectively participate in the meeting.
2. Notice to members shall be provided electronically via e-mail and/or agenda publication. Notice may also be provided by telephone or personal contact in case of an emergency. Public notice shall be deemed delivered upon completion of agenda publication.
3. The meeting shall begin with a roll call to determine who is participating.
4. Should a delegation request be received during an emergency and the Clerk believes that the request can be facilitated, their presentation will be provided to the Clerk to be included on the agenda. Link instructions will be provided to the requesters by the Clerk. The remainder of the delegation rules as set out in this by-law shall apply.
5. Electronic participation of Staff may also be facilitated.
6. Members should dress (if video conference) and act as though in attendance in person. Members are responsible for ensuring there is no background noise at their location that would interfere with the meeting – we encourage the member to source a quiet location to connect from. Additionally, microphone shall be muted when member is not speaking.
7. The Chair (and Mayor) will attend on site in order to sign minutes.
8. Members must connect electronically with the Municipality no later than 15 minutes prior to the commencement of the meeting. If unable, there is no guarantee that we may be able to facilitate your connection.
9. Members attending electronically may leave a meeting early, however, it is expected that members will attend a sufficient length of time to warrant the additional effort required by the Municipality to facilitate electronic attendance.
10. Members must announce their departure prior to leaving the meeting. If electronic connection is lost during a meeting, no effort will be made by the Municipality to reconnect and the member attending electronically shall be considered to have left the meeting at the point of disconnection.
11. The Chair shall be cognizant of all members whether attending in person or electronically and may establish provisions as to order of members speaking to facilitate flow and pace of meeting.
12. Members attending electronically shall verbally announce their vote when called upon by the Chair.
13. Members attending electronically may not be able to see all other members, presentation by delegations, etc. and the Municipality is not responsible for trying to accommodate this.
14. Members are responsible for providing their own method of transmission to the Municipality. The Municipality will make a virtual meeting link and phone number available for meetings.



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

February 17, 2022

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  
January 2022 Monthly Report**

As per the operating agreement, the attached document is the January 2022 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)  
January 2022 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 January 2022; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

## **DESCRIPTION OF WORKS**

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

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

## **LABORATORY**

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

## January 2022 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD <sub>5</sub>	4.5 mg/L	25 mg/L	15 mg/L	24.1 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	3.5 mg/L	25 mg/L	15 mg/L	18.7 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.14 mg/L	1.0 mg/L	0.9 mg/L	0.75 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	13.1 mg/L 4.52 mg/L					
Total Cl <sub>2</sub> Residual		<0.01 mg/L (when in use)				
E-Coli		49.7 count/100 ml (geometric mean )		200 count/100ml (geometric mean )		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 7.0 to 7.5; average pH was 7.3		
Temperature degrees C				Temperatures ranged from 8.5 to 10.0 C; average temperature of effluent was 9.1 C		

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

## WASTEWATER LIQUID PROCESS

The average daily flow for January was 5347.3 m<sup>3</sup>/day. This represents 59% of the design average flow. Total treated flow for the month was 165767 m<sup>3</sup>. The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objectives as outlined in the Environmental Compliance Approval.

## **MAINTENANCE**

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

### **Treatment Plant:**

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain. Hosed Snail
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Inspected teacup
- Repaired a valve in the digester sump chamber
- Adjusted the hinges on the driveway gate
- Replaced a portable heater in digester doghouse
- Greased flocculator seal bearing
- Flushed digester level sensor
- Broom swept UV channel
- Repaired John Deere snowblower

### **Pump Stations:**

- Ran gensets
- Changed seal water strainers
- Starter and overload for Pump 1 at White Pine lift station were replaced

## **PROCESS AND OPTIMIZATION ISSUES**

### **SLUDGE SUMMARY**

Dennis Robinson Limited hauled a calculated total of 111.0 m<sup>3</sup> (12 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 19.1 % TS for the month but slump test results from the landfill site have not been provided. The Fournier press ran for 147.1 hours in the past month.

## **COMPLAINTS**

There were no complaints during the report period.

## **BYPASS/OVERFLOW REPORT(S)**

There were no bypass events in the reporting period.

## **COMMENTS**

Plant power consumption for the month was 482 (x 180 multiplier) kWh.

The Fournier press has been operated 147.1 hours in 2022.

New starter and overload for White Pine Pump 1 were installed by Cannect Electric.

Starters and overloads for pump 2 at White Pine lift station and both pumps at Boundary Road are still on order.

## **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)

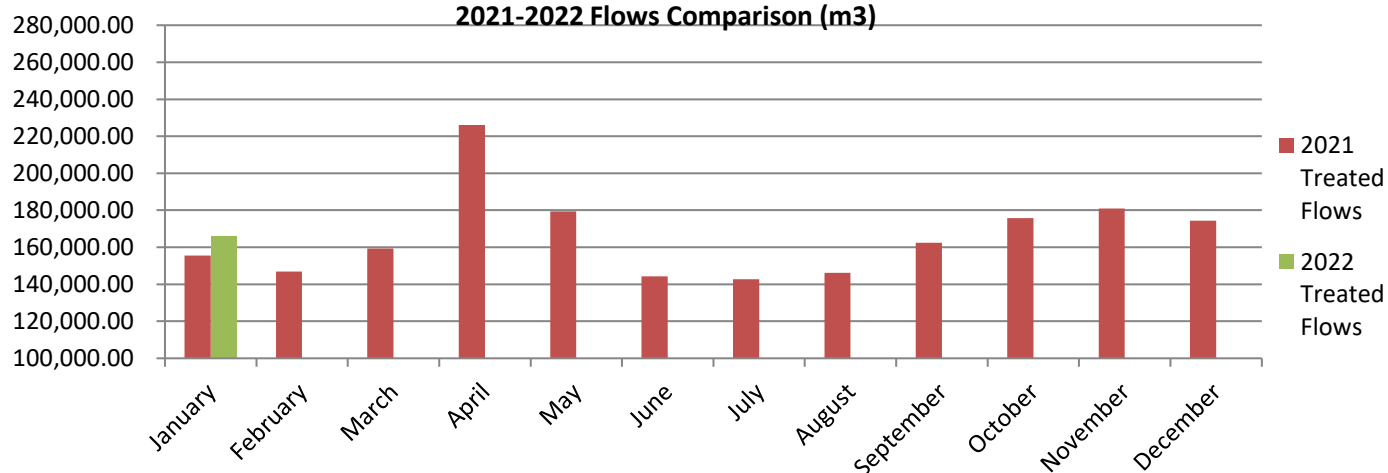
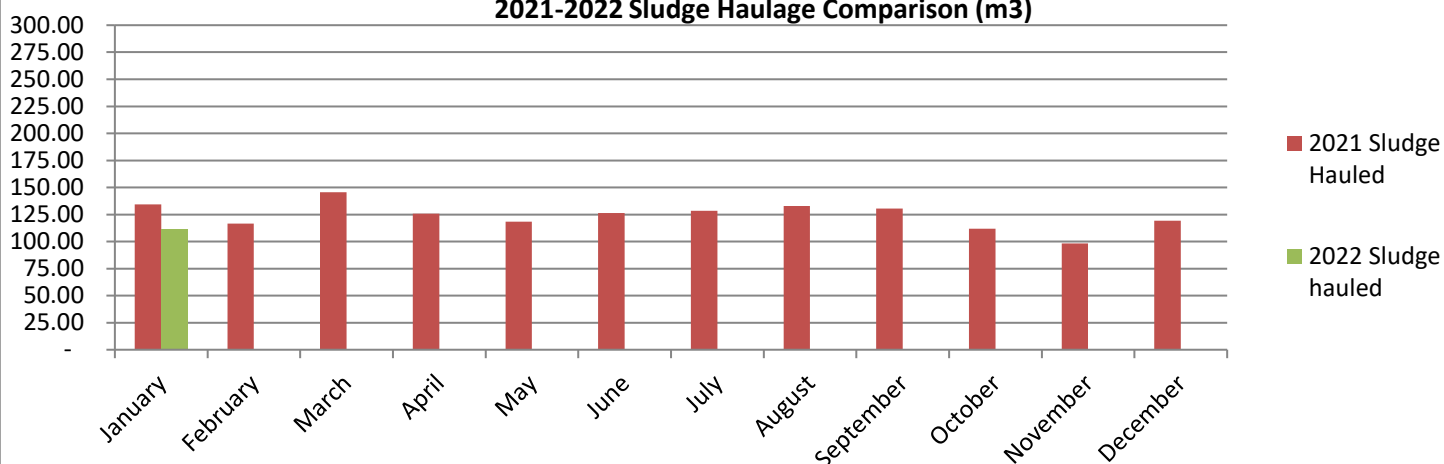
2022 Fort Frances Wastewater

Month	Sewage Flows Year 2022					Usage	Calculated	Sludge	Removal Efficiency	
	Avg. Day	Max Day	Total	Total	Total	% Plant	Volume	Bins	CBOD5 0.959299191	
	Flow	Flow	Treated	ByPass	Volume	Capacity	Hauled	Hauled	Suspended Solids 0.981266533	
	m3	m3	Volume ML	Volume ML	ML		M3		Total Phosphorus 0.952054795	
January	5347.3	5710	165767		165767	59%	111.0	12		
February						0%				
March						0%				
April						0%				
May						0%				
June						0%				
July						0%				
August						0%				
September						0%				
October						0%				
November						0%				
December						0%				
Sum				0	165767		111	12		
Average	5347		165767		165767	59%	111.0	12.0		
Max		5710	165767		165767			12		
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	111.3	4.5	24.1	185.2	3.5	18.7	2.92	0.14	0.752	19.53	13.05	49.7	7	7.5
February														
March														
April														
May														
June														
July														
August														
September														
October														
November														
December														
Average	111.3	4.5	24.1	185.2	3.5	18.7	2.92	0.14	0.75	19.5	13.1	49.7	7.0	7.5
Max	111.3	4.53	24.1	185.2	3.47	18.65	2.92	0.14	0.75	19.53	13.1	49.7	7.0	7.5
ECA		25	225		25	225		1.0	9.0			200	6.0	9.5

**2021-2022 Comparison Chart**

Month	2021 Treated Sewage	2022 Treated Sewage	% Variance 2021 to 2022	2021 Hauled Sludge	2022 Hauled Sludge	% Variance 2021 to 2022
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	155,465.00	165,767.00	6%	134.40	111.00	-17%
February	146,883.00		#DIV/0!	116.60		-100%
March	159,400.00		#DIV/0!	145.60		-100%
April	226,144.00		#DIV/0!	125.70		-100%
May	179,453.00		#DIV/0!	118.30		-100%
June	144,334.00		#DIV/0!	126.40		-100%
July	142,697.00		#DIV/0!	128.30		-100%
August	146,248.00		#DIV/0!	132.90		-100%
September	162,428.00		#DIV/0!	130.40		-100%
October	175,723.00		#DIV/0!	111.90		-100%
November	180,930.00		#DIV/0!	98.20		-100%
December	174,412.00		#DIV/0!	119.30		-100%
<b>Totals</b>	<b>1,994,117.00</b>	<b>165,767.00</b>	<b>-1103%</b>	<b>1,488.00</b>	<b>111.00</b>	<b>-93%</b>

**2021-2022 Flows Comparison (m3)****2021-2022 Sludge Haulage Comparison (m3)**

Workorder Summary Report

Report Start Date: Jan 1, 2022 12:00 AM  
Report End Date: Jan 31, 2022 11:59 PM  
Location: 1103\*  
Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM  
Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
<a href="#">2614564</a>			1103, Fort Frances WPCP	OPER	Inspection	1	MONTHS	Snow Removal at Wastewater Treatment (1m) 1103	COMP	1/1/22 12:00 AM	2/7/22 09:05 AM	2/7/22 09:05 AM	
<a href="#">2629524</a>	0000227376	PANEL ALARM/DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	1/1/22 12:00 AM	1/31/22 09:22 AM	1/31/22 09:22 AM	Dialer Test -We test daily at 11 am.
<a href="#">2629528</a>			1103, Fort Frances WPCP	PM	Refurbish/Replace/Repair	1	MONTHS	Diesel Gensets Inspection/Functional Tests (1m) 1103	COMP	1/1/22 12:00 AM	1/30/22 10:15 AM	1/30/22 11:15 AM	Monthly Gensets -I ran the genset at the plant for one hour.
<a href="#">2629545</a>			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	1/1/22 12:00 AM	2/1/22 06:30 AM	2/1/22 07:30 AM	H&S Inspection -Plow truck rust is still an issue.
<a href="#">2629556</a>			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	1/1/22 12:00 AM	2/7/22 09:04 AM	2/7/22 09:04 AM	
<a href="#">2629967</a>			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	1/1/22 12:00 AM	1/31/22 06:30 AM	1/31/22 07:30 AM	Blower Maint. -I greased all blowers.
<a href="#">2629975</a>	0000246402	CENTRIFUGE GS2-2-1 TEACUP/GRIT SNAIL	1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting	PM	Inspection	1	MONTHS	Teacup Centrifuge Inspection/Service (1m/3m/1y) 1103	COMP	1/1/22 12:00 AM	1/31/22 07:30 AM	1/31/22 08:30 AM	Teacup Maint -I greased all bearings.
<a href="#">2633840</a>	0000227447	PUMP CENT #1 VERTICAL NON CLOG SEWAGE P1 WHITEPINE	1103, White Pine Pumping Station, Process	CALL	Refurbish/Replace/Repair	0		White Pine P1 Failure 1103	COMP		1/1/22 01:46 PM	1/1/22 01:52 PM	White Pine P1 Failure Alarm -I went to White Pine lift station and reset the pump then returned to the plant and monitored many pump cycles. Still awaiting parts to repair problem.
<a href="#">2633841</a>	0000227360	MOTOR PUMP DIGESTER SLUDGE #1	1103, Fort Frances WPCP, Process, Sludge Treatment & Handling, Sludge Digestion	CALL	Refurbish/Replace/Repair	0		Digester Low Temp Alarm 1103	COMP		1/1/22 01:54 PM	1/1/22 02:00 PM	Digester Low Temp Alarm -I arrived onsite to find that the portable heater had failed and tripped the breaker. I then replaced the heater with a new unit and reset the breaker and waited until I could see the temp rise on SCADA.
<a href="#">2634136</a>	0000227447	PUMP CENT #1 VERTICAL NON CLOG SEWAGE P1 WHITEPINE	1103, White Pine Pumping Station, Process	CALL	Refurbish/Replace/Repair	0		White Pine P1 Failure 1103	COMP		1/2/22 11:37 AM	1/2/22 11:43 AM	White Pine P1 Failure Alarm -I reset the pump at the plant and at the lift station then monitored many pump cycles. Still awaiting parts to repair.

Workorder Summary Report

Report Start Date: Jan 1, 2022 12:00 AM

Report End Date: Jan 31, 2022 11:59 PM

Location: 1103\*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
<a href="#">2634266</a>	0000227447	PUMP CENT #1 VERTICAL NON CLOG SEWAGE P1 WHITEPINE	1103, White Pine Pumping Station, Process	CALL	Refurbish/ Replace/Repair	0		White Pine P1 Failure 1103	COMP		1/3/22 12:04 PM	1/3/22 12:22 PM	White Pine P1 Failure Alarm -I arrived onsite and reset the alarm on SCADA then I confirmed that P2 was running so I left P2 as lead pump for the day until I leave then I will need to switch them back as it will continue to call.
<a href="#">2634503</a>	0000227447	PUMP CENT #1 VERTICAL NON CLOG SEWAGE P1 WHITEPINE	1103, White Pine Pumping Station, Process	CALL	Refurbish/ Replace/Repair	0		White Pine P1 Failure 1103	COMP		1/4/22 07:12 AM	1/4/22 07:17 AM	White Pine P1 Failure -I reset the pump. Hopefully the contractor will have the parts to repair tomorrow.
<a href="#">2634505</a>	0000227447	PUMP CENT #1 VERTICAL NON CLOG SEWAGE P1 WHITEPINE	1103, White Pine Pumping Station, Process	CALL	Refurbish/ Replace/Repair	0		White Pine P1 Failure Alarm 1103	COMP		1/4/22 07:19 AM	1/4/22 07:23 AM	White Pine P1 Failure -I reset the pump and it acted normal.
<a href="#">2636426</a>	0000227447	PUMP CENT #1 VERTICAL NON CLOG SEWAGE P1 WHITEPINE	1103, White Pine Pumping Station, Process	CALL	Refurbish/ Replace/Repair	0		White Pine Genset Fault 1103	COMP		1/13/22 07:59 AM	1/13/22 08:06 AM	White Pine Genset Fault -I arrived at the lift station to find the power out and the genset had a low oil pressure alarm. After checking all connections I added oil to the engine and it still would not clear, So I played with the reset and run switches and it reset and tried to start and failed again. I then tried to reset the switches and after a minute or so it reset and started. I will need to check the switches when we run it next.
<a href="#">2637160</a>	0000246428	PUMP CENT BOUNDARY P1	1103, Boundary Pumping Station, Process	CALL	Refurbish/ Replace/Repair	0		Boundary P1 Failure Alarm 1103	COMP		1/17/22 07:01 AM	1/17/22 07:06 AM	Boundary P1 Failure Alarm -I went to the lift station and reset the main breaker then I tried both pumps on hand and they operated like normal. I then returned to the plant and monitored a few pump cycles.

Workorder Summary Report

Report Start Date: Jan 1, 2022 12:00 AM

Report End Date: Jan 31, 2022 11:59 PM

Location: 1103\*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
<a href="#">2637995</a>			1103, Fort Frances WPCP, Process, Sludge Treatment & Handling, Sludge Digestion	CALL	Refurbish/ Replace/Repair	0		Low temperature alarm digester building call in 1103	COMP		1/20/22 04:20 AM	1/20/22 06:15 AM	Low temperature alarm digester building call in 1103 -At 0420 hours I was called by the auto dialer for a digester building low temperature alarm. I drove to the plant where I acknowledged alarms on the SCADA computer. Then I confirmed that there was power to the heaters but had to replace 1 small heater that had no fan function. Shortly thereafter it was fine.

## TRANSPORTATION REPORT January 2022

### STAFFING

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

	2021	2022
WSIB	0.00	0.00
WI/LTD	21.00	0.00
SICK DAYS	11.50	6.00
COMPASSIONATE LEAVE	0.00	8.50
FLOATERS	0.00	4.50
VACATION	12.50	0.75
BANKED TIME USED	4.00	4.25
OFF	0.00	0.00
STATUTORY HOLIDAYS	28.00	20.00
<b>TOTAL</b>	<b>77.00</b>	<b>44.00</b>

### OVERTIME HOURS

Equivalent Straight Time Hours:

	2021 Current Month	2022 Current Month	2021 Year To Date	2022 Year To Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	0.00	0.00
ENGINEERING	0.00	0.00	0.00	0.00
INTERDEPARTMENTAL	4.00	0.00	4.00	0.00
PRIVATE WORK	1.50	0.00	1.50	0.00
RECYCLE/GARBAGE	0.00	0.00	0.00	0.00
ROADS	124.00	67.00	124.00	67.00
SEWER COLLECTION	0.00	24.75	0.00	24.75
SIDEWALKS	0.00	26.25	0.00	26.25
STORES	37.00	37.00	37.00	37.00
VEHICLE & EQUIPMENT	0.00	0.00	0.00	0.00
WATER TREATMENT PLANT	32.00	4.00	32.00	4.00
WATER DISTRIBUTION	8.25	2.25	8.25	2.25
WATER TOWER (STP)	0.00	2.25	0.00	2.25
<b>TOTAL</b>	<b>206.75</b>	<b>163.50</b>	<b>206.75</b>	<b>163.50</b>

**Work From Home** – Managements work from home rotation started the week of January 3 and continued through the month. This entailed having only one manager/superintendent in the office at a time.

**Renaming Colonization Road** – Sunset Drive signs completed install the week of January 3. Agamiing Drive signs completed the week of January 16.

**Holder Sidewalk Plow** – New holder sidewalk plow arrived on January 13, 2022. Old holder plow sent away (trade in) on January 17, 2022. Virtual training for holder operation held on January 17, 2022, with in person scheduled for early February.

**Health and Safety** – Health and Safety tailgate meeting held January 13, 2022.

**Snowfall Events** – significant snowfall event occurred on January 18, 2022. Additional overtime was necessary to maintain Minimum Maintenance Standards for this snowfall event.

**Snow Removal** – Rental trucks obtained for snow removal effort along King's Hwy and Scott St week of January 24 and week of January 31

**Maintenance (pressing issues outside of daily maintenance):**

- CAT Grader: Down from January 18-26, 2022 with a misdiagnosed (by CAT mechanic) fuel pump issue. TOFF mechanics reviewed and found it to be an electrical issue with the auto greaser. TOFF mechanics find allowed grader back into service mitigating further delays.
- John Deere Grader: Down from January 18-27, 2022 with a failing hydraulic pump. Shipment delays in supply chain caused lengthen wait for new pump.
- Holder Sidewalk Plow: new holder sidewalk plow down January 26 to February 1 with blown hydraulic hose.

Cody Vangel  
Superintendent of Transportation

Sewer & Water Data for 2022

up-dated January 19, 2022

Month	Days per month	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022-2021	2022-2021	2022	2022	Monthly Infiltration US Gallons	
		Total	daily	Couch.	Couch.	Couch.	Total	daily	Couch.	Couch.	Couch.	Diff	Diff	Difference	Infiltration		
		Sewage	Sewage	Sewage	Sewage	Sewage	Treated	Treated	2 Water	2 Water	Water	Treated	Wastewater	STP-WTP	daily average		
		STP	STP	Meters	Meters	%	WTP	WTP	Meters	Meters	%	WTP	STP				
		cu. meters monthly	cu. meters daily	cu. meters monthly	cu. meters daily		cu. meters monthly	cu. meters daily	cu. meters monthly	cu. meters daily							
January	31	165767	5347.32	9178	296.06	5.54%		108550	3501.6		0.0	0.00%	3190.0	10302.0	57217.0	1845.7	15,115,129
February	28		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-103890.0	-146883.0	0.0	0.0	-
March	31		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-109120.0	-159400.0	0.0	0.0	-
April	30		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-99400.0	-226144.0	0.0	0.0	-
May	31		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-113290.0	-179453.0	0.0	0.0	-
June	30		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-135470.0	-144334.0	0.0	0.0	-
July	31		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-178930.0	-142697.0	0.0	0.0	-
August	31		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-139070.0	-146248.0	0.0	0.0	-
September	30		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-99820.0	-162428.0	0.0	0.0	-
October	31		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-96920.0	-175723.0	0.0	0.0	-
November	30		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-93590.0	-180930.0	0.0	0.0	-
December	31		0.00		0.00	#DIV/0!			0.0		0.0	#DIV/0!	-102560	-174412.0	0.0	0.0	-
Total	365	165767		9178				108550.0		0.0			-1268870.0	-1828350.0	57217.0	156.8	15,115,129
Monthly Average		165767.0	445.6	9178.0	24.7	#DIV/0!		108550.0	291.8	#DIV/0!	0.0	#DIV/0!	-105739.2	-152362.5	4768.1	153.8	1259594.1

2022 - Tonnage at Landfill Site - Updated February 23, 2022

MONTH	Residential Waste (tonne)	Res (%)	ICI Waste (tonne)	ICI (%)	Non Community Waste (tonne)	Non Community Waste (%)	Covering Material (tonne)	2021 Total Tonne	Average last 10 years Total Tonne 2012 to 2021	2022 Total Tonne	Total Fees	Average last 10 years Fees 2012 to 2021	Total Fees	2022-2021 Tonnes	2021-2020 Fees
JAN	162.33	35.3%	226.28	49.3%	86.50	18.8%	0.00	459.22	426.05	475.11	\$ 25,366.15	\$ 23,737.37	\$ 25,255.40	15.89	-\$ 110.75
FEB		0.0%		0.0%		0.0%		389.49	352.10	0.00	\$ 24,123.20	\$ 19,887.21		-389.49	-\$ 24,123.20
MAR		0.0%		0.0%		0.0%		979.768	481.99	0.00	\$ 37,106.95	\$ 30,919.67		-979.77	-\$ 37,106.95
APRIL		0.0%		0.0%		0.0%		702.84	592.48	0.00	\$ 45,566.13	\$ 36,901.77		-702.84	-\$ 45,566.13
MAY		0.0%		0.0%		0.0%		705.19	734.64	0.00	\$ 45,287.00	\$ 42,681.85		-705.19	-\$ 45,287.00
JUNE		0.0%		0.0%		0.0%		618.77	813.63	0.00	\$ 40,220.10	\$ 42,721.69		-618.77	-\$ 40,220.10
JULY		0.0%		0.0%		0.0%		799.37	631.99	0.00	\$ 39,932.70	\$ 40,253.76		-799.37	-\$ 39,932.70
AUG		0.0%		0.0%		0.0%		757.10	695.87	0.00	\$ 52,713.60	\$ 42,540.36		-757.10	-\$ 52,713.60
SEPT		0.0%		0.0%		0.0%		729.60	695.74	0.00	\$ 50,808.55	\$ 42,958.03		-729.60	-\$ 50,808.55
OCT		0.0%		0.0%		0.0%		620.28	843.13	0.00	\$ 40,565.40	\$ 46,321.47		-620.28	-\$ 40,565.40
NOV		0.0%		0.0%		0.0%		565.34	562.11	0.00	\$ 34,202.60	\$ 32,790.82		-565.34	-\$ 34,202.60
DEC		0.0%		0.0%		0.0%		457.74	442.22	0.00	\$ 28,793.15	\$ 24,505.91		-457.74	-\$ 28,793.15
Average per monthly	162.33	35%	226.28	49%	86.50	19%	0.00	648.73	606.00	475.11	\$ 38,723.79	\$ 35,518.33	\$ 25,255.40	-2,056.21	-\$ 192,414.13
Total	162.33		226.28		86.50		0.00	7784.70	7271.95	475.11	\$ 464,685.53	\$ 426,219.90	\$ 25,255.40	-7309.59	-\$ 439,430.13
											\$ 464,685.53	Actual	\$ 25,255.40		
Town of Fort Frances Tonnage	388.61										\$ 440,000.00	Budget	\$ 440,000.00		
Total Tonnage	475.11										\$ 464,685.53	Forecasted	\$ 303,064.80		
Residential Tonnage	162.33	34.17%													
ICI Tonnage	226.28	47.63%													
Coverage material	0.00														

Aircraft Landings 2022  
As of January 31, 2022

Month	Bearskin Flights			Bearskin Passengers			Air Bravo Passengers			Government			Private			Med-I-vacs			International			Commercial			Totals			Variance
	2022	2021	2020	2022	2021	2020	2022	2021	2020	2022	2021	2020	2022	2021	2020	2022	2021	2020	2022	2021	2020	2022	2021	2020	2022	2021	2020	2022-2021
January	10	4	56	28	9	140	0	0	8	0	0	2	2	2	15	45	36	50	0	0	0	0	0	45	57	42	168	15
February		0	64		0	149		0	12		4	3		8	6		58	36		0	1		0	38	0	70	148	-70
March		0	41		0	99		0	0		20	1		8	10		57	39		0	6		0	0	0	85	97	-85
1/4 Total	10	4	161	28	9	388	0	0	20	0	24	6	2	18	31	45	151	125	0	0	7	0	0	83	57	197	413	-140
April		0	1		0	0		0	0		5	2		18	10		63	30		0	1		0	0	0	86	44	-86
May		0	0		0	0		0	0		2	3		43	20		74	40		0	0		0	0	0	119	63	-119
June		0	0		0	0		0	0		5	0		159	21		68	53		0	0		0	0	0	232	74	-232
1/2 Total	10	4	162	28	9	388	0	0	20	0	36	11	2	238	82	45	356	248	0	0	8	0	0	83	57	634	594	-577
July		9	0		29	0		0	0		30	2		185	44		80	35		0	0		0	0	0	304	81	-304
August		10	0		19	0		0	0		11	0		96	31		67	38		12	0		0	0	0	196	69	-196
September		14	11		23	17		0	0		0	1		44	27		65	61		7	2		0	0	0	130	102	-130
3/4 Total	10	37	173	28	80	405	0	0	20	0	77	14	2	563	184	45	568	382	0	19	10	0	0	83	57	1264	846	-1207
October		16	16		35	30		0	0		0	5		18	9		62	59		2	0		0	0	0	98	89	-98
November		14	15		43	46		0	0		7	3		16	14		50	45		0	0		0	0	0	87	77	-87
December		14	12		20	15		0	0		3	6		9	4		56	54		0	0		0	0	0	82	76	-82
Total	10	81	216	28	178	496	0	0	20	0	87	28	2	606	211	45	736	540	0	21	10	0	0	83	57	1531	1088	-1474

Fuel Sales Recap - 2022									2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	10 year	Variance
Month	100LL		Jet Trk		Jet Cab		Month	Year	per	per	per	per	per	per	per	per	per	per	Average	2022-2021
	Liters	Total	Liters	Total	Liters	Total	Total	Total	month	month	month	month	month	month	month	month	month	month	2022 to 2013	per month
January	122	122	6,723	6,723		0	6,845	6,845	6,845	4,783	7,962	8,050	16,597	25,675	7,528	8,692	11,543	7,216	10,489	2,062
February		122		6,723		0	0	6,845	0	7,447	5,077	7,991	16,286	12,503	11,904	11,231	12,304	6,197	9,094	-7,447
March		122		6,723		0	0	6,845	0	16,822	6,473	13,716	9,798	21,928	13,255	17,795	10,508	12,077	12,237	-16,822
April		122		6,723		0	0	6,845	0	12,064	1,459	13,010	10,398	13,102	8,592	13,219	8,377	4,453	8,467	-12,064
May		122		6,723		0	0	6,845	0	16,549	11,685	18,667	24,839	21,362	24,681	16,161	29,753	18,350	18,205	-16,549
June		122		6,723		0	0	6,845	0	79,359	8,082	31,063	27,380	27,380	26,015	45,698	30,789	22,786	29,855	-79,359
July		122		6,723		0	0	6,845	0	86,299	11,116	17,146	23,461	24,642	29,002	28,150	14,441	19,232	25,349	-86,299
August		122		6,723		0	0	6,845	0	25,799	7,530	17,024	30,430	23,029	21,119	36,638	20,450	20,075	20,209	-25,799
September		122		6,723		0	0	6,845	0	20,676	14,689	16,543	25,191	13,489	21,325	24,238	21,837	18,005	17,599	-20,676
October		122		6,723		0	0	6,845	0	8,708	4,307	9,076	10,769	16,604	30,655	8,216	15,472	13,109	11,692	-8,708
November		122		6,723		0	0	6,845	0	8,599	13,333	2,202	10,748	9,924	22,349	11,616	7,238	6,398	9,241	-8,599
December		122		6,723		0	0	6,845	0	8,356	5,333	5,852	13,243	6,560	13,797	7,592	6,849	2,028	6,961	-8,356
Total	122		6,723		0		6,845		6,845	295,461	97,046	160,340	219,140	216,198	230,222	229,246	189,561	149,926	179,399	-288,616

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