

## SCHEDULE “A”

### A. Introduction

1. In June and July 2021, Mayor June Caul made numerous statements and unauthorized and unlawful communications and took various unauthorized and unlawful actions.
2. These statements, communications, and actions are contrary to the Town of Fort Frances (“**Town**”) Code of Conduct and other law and policy governing the conduct of members (“**Members**”) of Council. They are within the jurisdiction of the Integrity Commissioner to address.
3. Mayor Caul’s communications, statements, and conduct unfairly targeted personnel of the Town, including its Economic Development Officer, its forestry advisor/consultant, and the Rainy River Future Development Corporation (“**RRFDC**”), which is the Town’s economic development service provider.
4. The malicious and high-handed communications, statements, and actions in question were undertaken by the Mayor without lawful authority, without the authorization or direction of Council, and without any other basis in fact, law, or policy.
5. This document describes and particularizes Mayor Caul’s misconduct in the following sections:
  - a. “Standards of Conduct”, summarizing the material sections of the Code of Conduct and other governing law and policy;
  - b. “Events of Concern”, summarizing the events in question which give rise to Mayor Caul’s breach of the Code of Conduct and related law and policy;
  - c. “The Mayor’s Contraventions of the Code”, applying the material sections of the Code of Conduct and related law and policy to the events of concern in order to identify Mayor Caul’s specific breaches;
  - d. “Suggested Witnesses”, outlining a list of persons who could provide information to the Integrity Commissioner in the course of his inquiry; and

- e. “Conclusion”, requesting the actions sought by the complainant.
6. The complainant asks that the Integrity Commissioner open an inquiry into these allegations and abuses of office by Mayor Caul.

## **B. Standards of Conduct**

### **i. The Code of Conduct**

7. The material sections of the Code of Conduct are as follows:

**1.1** A municipality is a responsible level of government. Improving the quality of municipal governance and administration can best be achieved by encouraging high standards of conduct on the part of all Members. In particular, the public is entitled to expect the highest standards of conduct from the Members of its local government. In turn, adherence to these standards will protect and promote the Municipality’s reputation and integrity.

**1.2** Key statements of principle that underline this Code of Conduct are as follows: [...]

a) Council, and its Members are the leaders of the Municipality both inside and outside its geographic boundaries. Especially in an age of social media and electronic messaging, strong positive management of the reputation of the Municipality is needed. The statements and behavior of Council affect the Municipality’s reputation as a place to live and do business. Conflict and inappropriate conduct among Members, staff, officers and members of the public, adversely affects the Municipality’s reputation and is to be avoided. Put differently, Council has a strong role to protect and promote the Municipality and its reputation as an excellent place to live, work and do business; [...]

c) Members must be committed to performing their functions with integrity, avoiding the improper use of the influence of their office, and conflicts of interest, both real and perceived;

d) Members are expected to conduct themselves and perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny;

e) Members must recognize and act upon the principle that democracy is best achieved when the operation of government is as transparent and accountable to the Public as possible;

f) Members shall seek to serve the public interest by upholding both the letter and spirit of the laws of Parliament and the Ontario Legislature, as well as the laws and policies adopted by the Municipal Council;

g) Members must not use the status of their position to inappropriately influence the decision of another individual or body[; ...]

h) Members shall be respectful of the role of staff to provide advice with political neutrality and objectivity and without undue influence from a Member or Members. [...]

**5.1** Every Member shall observe and comply with every provision of this Code of Conduct, as well as all other policies and procedures adopted or established by Council.

**6.1** Every Member shall conduct himself or herself properly and in a civil and respectful manner at meetings, and in accordance with the provisions of the Procedural By-law, this Code of Conduct, and other applicable law. [...]

**7.1** Every Member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. The Member shall be familiar with, and comply with, the Municipality's Workplace Anti-Violence, Harassment and Sexual Harassment Policy.

**7.2** A Member shall not use indecent, abusive or insulting words, tone or expressions toward any other Member, any municipal staff or any member of the public.

**8.1** Under the direction of the senior administrative staff, and in accordance with the decisions of Council, staff and Officers are required to serve the municipal corporation as a whole. Every Member shall be respectful of the role of staff and Officers to provide advice based on political neutrality and objectivity and without undue influence from any Member or group of Members. Accordingly, no Member shall maliciously or falsely injure or impugn the professional or ethical reputation of any staff person or Officer.

**8.2** Members shall acknowledge and respect the fact that staff carry out directions of Council, through senior staff, including but not limited to the treasurer, clerk, director of public works, and administer the policies of the Municipality. No Member shall perform, direct or attempt to undermine the duties of any staff person or Officer except in accordance with the Municipality's procedural by-law.

**8.3** Every Member shall show respect for staff and Officers, and for their professional capacities and responsibilities. [...]

**8.5** No Member shall use or attempt to further his or her authority or influence by intimidating, threatening, coercing, commanding or improperly influencing any staff person or Officer or interfering with that person's duties, including the duty to disclose improper activity. [...]

**11.1** No Member shall use, or permit the use of, municipal equipment, land, facilities, supplies, services, staff or other resource, including any municipally-owned information, website, or funds allocated for Member expenses, for any purpose or activity other than the lawful business of the municipal corporation. [...]

**13.1** No Member shall use the influence of his or her office for any purpose other than for the lawful exercise of his or her official duties and for municipal purposes.

**13.2** No Member shall use his or her office or position to influence or attempt to influence the decision of any other person, for the Member's private advantage, the private advantage of the Member's parent, child, spouse, staff member, friend or associate, business or otherwise or the disadvantage of others. No Member shall attempt to secure preferential treatment beyond activities in which Members normally engage on behalf of their constituents as part of their official duties. [...]

8. In addition, at sections 1.2(f), 5.1, and 16 of the Code of Conduct, it incorporates sections of the *Municipal Act, 2001* (“*Act*”) and several policies of the Town which govern the conduct of members. These additional legal instruments thus form part of the Code of Conduct and the jurisdiction of the Integrity Commissioner.
9. The material sections of the *Act* and the bylaws and policies of the Town which are incorporated by reference to the Code of Conduct are described below.

**ii. The *Municipal Act, 2001***

10. Sections 1.2(f) and 16.1 of the Code of Conduct incorporate the provisions of the *Act* governing the conduct of members of Council. The material sections of the *Act* include the following:

**224** It is the role of council,

- (a) to represent the public and to consider the well-being and interests of the municipality;
- (b) to develop and evaluate the policies and programs of the municipality;
- (c) to determine which services the municipality provides;
- (d) to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of council;
- (d.1) to ensure the accountability and transparency of the operations of the municipality, including the activities of the senior management of the municipality;
- (e) to maintain the financial integrity of the municipality; and
- (f) to carry out the duties of council under this or any other Act.

**225** It is the role of the head of council,

- (a) to act as chief executive officer of the municipality;
- (b) to preside over council meetings so that its business can be carried out efficiently and effectively;
- (c) to provide leadership to the council;
- (c.1) without limiting clause (c), to provide information and recommendations to the council with respect to the role of council described in clauses 224 (d) and (d.1);
- (d) to represent the municipality at official functions; and

(e) to carry out the duties of the head of council under this or any other Act. [...]

**226.1** As chief executive officer of a municipality, the head of council shall,

- (a) uphold and promote the purposes of the municipality;
- (b) promote public involvement in the municipality's activities;
- (c) act as the representative of the municipality both within and outside the municipality, and promote the municipality locally, nationally and internationally; and
- (d) participate in and foster activities that enhance the economic, social and environmental well-being of the municipality and its residents.<sup>1</sup>

**227** It is the role of the officers and employees of the municipality,

- (a) to implement council's decisions and establish administrative practices and procedures to carry out council's decisions;
- (b) to undertake research and provide advice to council on the policies and programs of the municipality; and
- (c) to carry out other duties required under this or any Act and other duties assigned by the municipality. [...]

**229** A municipality may appoint a chief administrative officer who shall be responsible for,

- (a) exercising general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and
- (b) performing such other duties as are assigned by the municipality. [...]

**258** (1) The following are not eligible to be elected as a member of a council or to hold office as a member of a council:

1. Except in accordance with section 30 of the *Municipal Elections Act, 1996*,
  - i. an employee of the municipality,
  - ii. a person who is not an employee of the municipality but who is the clerk, treasurer, Integrity Commissioner, Auditor General, Ombudsman or registrar referred to in section 223.11 or an investigator referred to in subsection 239.2 (1) of the municipality, or
  - iii. a person who is not an employee of the municipality but who holds any administrative position of the municipality. [...]

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<sup>1</sup> It is noted that a chief executive officer of a corporation only has the powers granted to them by the board of the corporation. No special powers have been given to the Mayor of Fort Frances under any resolution, policy, or bylaw. A CEO is, in every corporation, accountable to their board. In this case, the board is Council.

### **iii. The Council/Staff Relations Policy**

11. Sections 1.2(f), 5.1, and 16.2 of the Code of Conduct incorporate by reference the Council/Staff Relations Policy. The Council/Staff Relations Policy is enacted by Council pursuant to a requirement created under section 270 of the *Act*.

12. The material sections of the Council/Staff Relations Policy are as follows:

#### **2.0 Purpose**

The purpose of the Council / Staff Relations Policy is to:

- a) Provide basic rules of engagement as it related to Council / Staff relations;
- b) Set guidelines as to how the two groups will communicate in an open and transparent manner, and;
- c) Provide for a unified approach to serving the citizens of the Town of Fort Frances. [...]

#### **5.0 Clarification of Roles**

Role of the Mayor is to represent the Municipality, provide strategic direction, create policy, and provide leadership to members of Council.

Role of Council (Policy Focus) is to represent the Municipality, provide strategic direction and create policy.

Role of Chief Administrative Officer (Direction Focus) is to act as a liaison between Council and staff, direct implementation of Council's policies, hire and develop a team of competent Officers and Staff.

Role of Officers and Staff (Implementation Focus) is to research policy and programs, give best professional advice, implement decisions of Council, fulfill statutory duties, follow direction of Chief Administrative Officer and generally see to the efficient operation of the municipal organization. [...]

#### **6.0 Guiding Principles**

##### *1. All Members are Equal*

- Members of Council, Officers and Staff must be treated equally and fairly and the appearance of favoritism must be avoided.

##### *2. Chain of Command*

- Members of Council do not have authority to direct Staff to perform, or not perform functions or duties, the CAO is responsible for providing direction to Officers and Staff. [...]

##### *6. Politics vs Management*

- Council provides direction and establishes policy, while officers and staff research, give advice and implement Council's directives. Advice comes from Officers and Staff; policy and service delivery decisions are made by Council. Staff are not politicians and members of Council are not hired professionals.

#### *7. Respect Above all Else*

- Members of Council, Officers and Staff shall work together to foster working relationships that are respectful of each other's intelligence and professional duties. We all face diverse and often unique challenges and we must be cognizant that our collective goal is to serve the best interests of the Municipality.

#### **7.0 Complaints/Contraventions/Enforcement**

The CAO (or designate) shall be responsible for receiving complaints and/or concerns related to this Policy. Upon Receipt of a complaint and/or concern, the CAO (or designate) shall notify:

- a) In the case of Officers and Staff (other than the CAO), the CAO shall be notified;
- b) In the case of a Member of Council, the Integrity Commissioner shall be notified;
- c) In the case of the CAO, the Clerk shall be notified and will bring forward to Council.

If the nature of the complaint relates to Workplace Harassment, then the complaint procedure located within the Workplace Harassment Policy shall be used.

Where there is a discrepancy between this Policy and the applicable Code of Conduct, the applicable Code of Conduct prevails.

#### **iv. The Workplace Harassment Policy**

13. Sections 1.2(f), 5.1, and 16.2 of the Code of Conduct incorporate by reference the Workplace Harassment Policy. The material provisions of the Workplace Harassment Policy include the following:

##### **2. Scope [...]**

As such, this policy applies to all employees, management, elected officials, and members of boards and committees, referred to as "staff" and/or "employees".

The workplace is not confined to the offices and buildings of the Corporation. It also includes washrooms, locker rooms, worksites, vehicles and equipment, and any other location where the business of the Corporation is conducted.

At law, bullying and/or harassment that occurs outside of the workplace but which relates to the workplace may be included in the scope of workplace harassment.

##### **3. Definitions**

The terms defined below are referred to in this policy as “unacceptable workplace behaviour”:

Workplace Harassment:

Workplace harassment is defined as a course of vexatious comment or conduct against a worker in a workplace, that is known or ought reasonably to be known to be unwelcome. [...]

Bullying:

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

Unwelcome behaviours may include subtle and/or overt acts of hostility or aggression and may include instances of both omission and/or commission. This may include: [...]

- Talking down to others
- Verbally berating others
- Using a harsh tone of voice
- Acting in a way that seems “out to get” others [...]
- Repeated emotional outbursts
- Using overt or subtle intimidation tactics [...]
- Criticizing or talking down to others in front of a group [...]
- Differential treatment (treating some less favorably than others) [...]
- Excessive monitoring of work or unnecessary micromanagement
- Withholding pertinent work-related information [...]
- Not providing sufficient information to discharge one’s duties effectively

**4. General Guidelines**

The Corporation not tolerate harassment in the workplace, and will make ongoing efforts to identify such hazards and take appropriate action through policies and procedures.

Our goal is to foster a friendly, professional, and satisfying working environment for all employees, as per our legal obligations to prevent workplace harassment.



**v. The Procedural Bylaw**

14. Sections 1.2(f), 5.1, and 16.2 of the Code of Conduct incorporate by reference the Procedural Bylaw. The material provisions of the Procedural Bylaw include the following:

**5.1 Council and Head of Council**

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

**5.1.1 Individual Authority – not provided**

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

**5.1.2 Established Policies – Members – respect**

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

**5.1.3 Council – liaison with CAO**

Council Members will liaise with the Chief Administrative Officer on any given matter concerning the municipality and further, it is encouraged that the Mayor be copied on said correspondence as part of the leadership role outlined in the *Municipal Act, 2001*.

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

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

**5.1.5 Questions – operational concerns – complaints**

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

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

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

**C. Events of Concern**

**i. Acting Chief Administrative Officer**

15. On May 12, 2021, Chief Administrative Officer (“CAO”) Doug Brown issued an email to senior staff of the Town and Council outlining a rotation of senior staff who would act in

the position of CAO until the position was filled on a permanent basis, following his retirement.

16. At times material to this complaint, the Acting CAO was designated as follows:

- a. June 4 to 11, 2021: Lisa Slomke (Clerk);
- b. June 11 to 18, 2021: Jordan Forbes (Human Resources Manager);
- c. June 18 to 25, 2021: Travis Rob (Operations and Facilities Manager);
- d. June 25 to July 2, 2021: Dawn Galusha (Treasurer);
- e. July 2 to July 9, 2021: Ms. Slomke; and
- f. July 9, 2021 to July 19, 2021: Mr. Forbes.

17. Attached hereto as **Tab 1** is a copy of the email from Mr. Brown.

**ii. June 14, 2021 Meeting of Council**

18. At the Regular Meeting of Council on June 14, 2021, the agenda included item 10.1, described as “Licensing Update”. Council determined to consider this item in closed session by adopting a resolution under section 239(2)(b) of the *Act*, which states:

**239** [...] (2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is, [...]

(b) personal matters about an identifiable individual, including municipal or local board employees[.]

Attached hereto as **Tab 2** are the agenda and minutes of the Regular Meeting of Council of June 14, 2021.

19. This item was taken in closed session, despite the objection of one member of Council. The agenda item related to the licensing of the Boundary Waters Forest, which ought to have been considered in open session. It is a matter of public interest and governed by public records, reports, and instruments.

20. It appears that Mayor Caul added this item to the agenda under the “identifiable individuals” exception to the open meeting rules in order to allow David Kircher, a member of the public, to make accusations and insinuations about (i) Tannis Drysdale, the Town’s Economic Development Officer, and (ii) Michael Willick, a forestry consultant retained by the Town and the Town’s representative on the board of the Boundary Waters Forest Management Corporation (“**BWFMC**”). Mr. Willick is also the President of the BWFMC.
21. The BWFMC is the corporation which holds the Enhanced Sustainable Forest License (“**ESFL**”) for the Boundary Waters Forest, which is the forest region within which Fort Frances is situated. Both Ms. Drysdale and Mr. Willick are retained through the Rainy River Future Development Corporation (“**RRFDC**”), which is the economic development services provider for the Town.
22. It is my information that at no time did the subject matter of this agenda item pertain to “personal matters” about Ms. Drysdale or Mr. Willick. I note that the Ombudsman of Ontario and the Information and Privacy Commissioner have concluded that the “personal matters” exception under section 239(2)(b) of the *Act* can only be used when the discussion relates to the individual and their *personal*, rather than professional capacity.
23. In any event, concerns about personnel retained or in the employment of the Town are to be raised with Council by the CAO, with whom they have a reporting relationship. This reporting and accountability structure is pursuant to the defined role of the CAO and administration in the *Act*, the terms of the Town’s contract with the RRFDC, and the Council/Staff Relations Policy. Attached hereto as **Tab 3** is a copy of the agreement between the RRFDC and the Town (“**Agreement**”).

**iii. June 15, 2021 Phone Call from Mayor Caul to Ms. Drysdale**

24. On June 15, 2021, Mayor Caul spoke with Ms. Drysdale by telephone, on the false pretense that she had direction from Council to do so or otherwise had been directed to admonish Ms. Drysdale on behalf of the corporation or its management.

25. Mayor Caul has no lawful authority or Council instruction to give direction to Ms. Drysdale or otherwise to order work from Ms. Drysdale. The Agreement reflects the *Act* and the Council/Staff Relations Policy, where it states the following, at section 25:

The CAO of the Town will be the contractor [and] RRFDC official contact, and the contractor, RRFDC[,] will report to the CAO as needed between meetings. In addition, the RRFDC will report to the Economic Development Executive Committee at each regular meeting, unless otherwise specified by the committee, and will receive direction from the Committee and Council as a whole.

The Mayor is not the CAO, nor can she lawfully hold a role as part of the administration, nor was any such role or responsibility given to her by Council at any time. Section 258(1) of the *Act* is explicit employees of the municipality or persons who hold administrative roles with the municipality cannot hold office as members of Council.

26. During Mayor Caul's phone call with Ms. Drydale, she accused Ms. Drysdale, Mr. Willick, and the RRFDC of withholding material information from the Town and Council about the ESFL for the Boundary Waters Forest. She claimed that there was some political or personal "agenda" for having done so. When Ms. Drysdale pressed Mayor Caul for what information was withheld from her, she declined to specify particulars.

27. Mayor Caul went on to ask Ms. Drysdale for Mr. Willick's resignation, to state that she did not have confidence in Mr. Willick, and to state that she would be open to receiving Ms. Drysdale's resignation as well. As a result of Mayor Caul's conduct towards her, Ms. Drysdale informed the RRFDC not to renew her contract.

28. At no time was Mayor Caul authorized to make these statements by Council nor was she otherwise empowered under the Agreement, the *Act*, or any other policy, resolution, or instrument of Council.

**iv. June 28, 2021 Meeting of Council**

29. At the June 28, 2021 Regular Meeting of the Committee of the Whole, Mr. Kircher returned to deliver a presentation to Council in open session. This is noted at item 3.2 of the agenda

and is described as “Crossroute Forest SFL (David Kircher)”.<sup>2</sup> Attached hereto at **Tab 4** is a copy of agenda and minutes of the June 28, 2021 meeting of the Committee of the Whole.

30. In her public remarks during Mr. Kircher’s deputation, Mayor Caul made false accusations, claims, and statements, attributable to Ms. Drysdale and Mr. Willick, suggesting that they had withheld material information from the municipality about the ESFL.
31. Mayor Caul knew or ought to have known at all times that these statements and accusations were false, meritless, and defamatory. Mayor Caul and the rest of Council have been regularly briefed since the start of the current term on the Boundary Waters Forest’s transition to the new ESFL governance framework.

**v. June 29, 2021 Letter from Mayor Caul to the RRFDC**

32. On June 29, 2021, Mayor Caul issued a letter to Geoff Gillon, Executive Director of the RRFDC, demanding a “formal report” on various items related to the ESFL for the Boundary Waters Forest. Attached hereto at **Tab 5** is a copy of the letter from Mayor Caul to Mr. Gillon, dated June 29, 2021.
33. Mayor Caul had no authority nor direction from Council to request this report. As indicated above, the Agreement plainly specifies, at section 25, that it is the CAO that administers the Town’s relationship and the terms of contract with the RRFDC. It bears repeating that at no time was Mayor Caul appointed as Acting CAO, nor can she lawfully hold this role, pursuant to the *Act*.
34. In the alternative to direction from the CAO, the RRFDC can be given direction from the Economic Development Executive Committee (“**EDEC**”), through which it reports to Council, but no such discussion or direction was given at EDEC. At no time was the EDEC, or its Chair, made aware of this requested report before the June 29, 2021 letter was sent.

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<sup>2</sup> The Crossroute Forest is one of the predecessor forest regions to the Boundary Waters Forest, which consists of the former Crossroute and Sapawe forest regions.

**vi. June 30, 2021 Letter from Mayor Caul to the RRFDC**

35. On June 30, 2021, Mayor Caul sent a second letter to Mr. Gillon. In this letter, she raises numerous vexatious and false complaints about Ms. Drysdale. Attached hereto at **Tab 6** is a copy of the letter from Mayor Caul to Mr. Gillon, dated June 30, 2021.
36. The letter's core complaints relate to alleged misconduct on the part of Ms. Drysdale during the June 9, 2021 EDEC meeting. None of these concerns were raised as points of order or other interjections during the meeting, nor were they otherwise canvassed with the Chair, either during or after the session.
37. Once again, Mayor Caul had no direction from Council to issue this letter nor any lawful authority to make these comments to the RRFDC. This is the role of the CAO, pursuant to the *Act*, the Council/Staff Relations Policy, and the Agreement.
38. Personnel, staff, or consultant performance matters are not within the jurisdiction of the Mayor's office. If a member of Council has concerns about personnel, they should be taken to the CAO.

**vii. July 7, 2021 Correspondence Between the RRFDC and Mayor Caul**

39. On July 7, 2021, Mr. Gillon delivered the report to the Town that Mayor Caul requested in her June 29, 2021 letter. His covering letter, dated July 7, 2021, underscores the Mayor's lack of authority to make these demands of the RRFDC or to make allegations against staff of the RRFDC. It states:

Further, we are in receipt of a letter from Mayor Caul dated June 30, 2021, which relates to allegations made against staff of RRFDC. This correspondence is in addition to the letter from Mayor Caul dated June 29, 2021, requesting a report enclosed herein. It is unclear whether Mayor Caul is communicating with RRFDC on her own accord or under some authority.

Attached hereto as **Tab 7** is a copy of the letter from Mr. Gillon to Mayor Caul, dated July 7, 2021.

40. In response to Mr. Gillon's email, transmitting the report and his July 7, 2021 letter, Mayor Caul claimed that she was the Acting CAO of the Town. She wrote:

Hi Geoff. I have been involved in the CAO role along with Administration since Doug Brown retired, so I do feel I have the authority to ask questions on behalf of Council concerns. Also, when a phone call is negatively impacting me, I certainly have right to act.

Mr. Gillon replied to indicate that the issues raised in her June 30, 2021 letter were “sensitive” and that the RRFDC’s concern was about the process (i.e., that proper direction was given by those with authority to do so). Attached hereto as **Tab 8** is a copy of the email thread between Mr. Gillon and Mayor Caul, dated July 7, 2021.

41. Again, at no time did Council delegate administration powers to Mayor Caul, nor can she lawfully serve as CAO, under the *Act*. The Agreement, the Council/Staff Relations Policy, and the *Act* are clear that the administration of the Town’s contract with the RRFDC and personnel issues are to be addressed by the CAO. Contrary to her assertions, the Mayor is not the CAO, nor does she have authority to act in this role. Her complaints about personnel or service providers of the Town should be addressed through the CAO.

**viii. July 12, 2021 Report to Council**

42. At the July 12, 2021 Regular Meeting of the Committee of the Whole, Mr. Gillon, Mr. Willick, and Ms. Drysdale presented the report to Council that was enclosed with Mr. Gillon’s July 7, 2021 letter. Attached hereto at **Tab 9** is a copy of the report.
43. Virtually every page and section of the report is replete with an accounting of each prior date and previous report which was previously made to Mayor Caul and Council with the information she requested in her June 29, 2021 letter.
44. It is self-evident from even a cursory review of the report that, contrary to the demands in the Mayor’s unauthorized June 29, 2021 letter and the abusive accusations she made to Ms. Drysdale on June 15, 2021, the Mayor has received this information on countless prior opportunities. In any event, much of the information is on the public record and could have been ascertained independently, by research or reviewing past Council materials.
45. During the discussion which followed the RRFDC’s presentation to Council on July 12, 2021, the RRFDC’s representatives confirmed, in answer to a question from Councillor

Douglas Judson, that Mayor Caul was not authorized to direct the RRFDC to produce this report, and that it had resulted in a \$5,000 consulting bill for the Town.

**ix. July 13, 2021 Letter from Councillor Judson to Members of Council**

46. On July 13, 2021, Councillor Judson, who is the Chair of EDEC, sent a letter to his fellow Councillors outlining a number of concerns about Mayor Caul acting outside of her lawful authority, with specific reference to the Mayor's June 15, 2021 phone call with Ms. Drysdale and her June 29, 2021 and June 30, 2021 letters to the RRFDC. Attached hereto at **Tab 10** is a copy of Councillor Judson's letter to other Councillors.

47. To the complainant's knowledge, Mayor Caul has not acknowledged to nor otherwise responded to the serious concerns in this letter, nor has she apologized to Ms. Drysdale, Mr. Willick, or the RRFDC.

**x. July 17, 2021 Letter from the RRFDC to the Town**

48. On July 17, 2021, Mr. Gillon sent a letter to Mayor Caul in response to the allegations in her June 30, 2021 letter. Attached hereto at **Tab 11** is a copy of the letter from Mr. Gillon to Mayor Caul, dated July 15, 2021 (but sent July 17, 2021).

49. Mr. Gillon's letter expresses serious concerns about Mayor Caul's comments and actions which impugned the professional integrity of its personnel. The letter also denies the allegations Mayor Caul made about Ms. Drysdale, and relays information provided to the RRFDC by the EDEC Chair about the events of the June 9, 2021 EDEC meeting. The letter refers to the RRFDC's recent report to Council as a comprehensive record of the dates on which pertinent information about the ESFL and the Boundary Waters Forest was presented or otherwise made available to Council and Mayor Caul.

50. Mr. Gillon's letter concludes by reserving the RRFDC's right and that of its consultants to pursue damages from Mayor Caul and the Town as a result of the Mayor's defamatory comments about the RRFDC, Mr. Willick, and Ms. Drysdale.



51. Mayor Caul's baseless, defamatory comments, accusations, and insinuations about Mr. Willick and Ms. Drysdale have been recorded and reproduced by local media, exposing the Town to further liability for defamation.

**D. The Mayor's Contraventions of the Code of Conduct**

52. The above-described series of events and attachments hereto illustrate serious and repeated misconduct on the part of Mayor Caul, contrary to the Code of Conduct, the *Act*, the Council/Staff Relations Policy, the Workplace Harassment Policy, and the Procedural Bylaw.

53. Again, the *Act*, the Council/Staff Relations Policy, the Workplace Harassment Policy, and the Procedural Bylaw are incorporated by reference into the Code of Conduct to the extent that they govern the conduct of members of Council. These allegations are all within the jurisdiction of the Integrity Commissioner to review, pursuant to the procedures set out in the *Act* and the Integrity Commissioner Inquiry Protocol.

54. The Mayor's specific conduct contraventions are described in the below sections.

**i. Contraventions of the Code of Conduct**

55. Mayor Caul contravened sections 1.2, 5.1, 6.1, 7.1, 7.2, 8.1, 8.2, 8.3, 8.5, 11.1, 13.1, and 13.2 of the Code of Conduct.

56. Mayor Caul contravened sections 1.2(a), 1.2(c), 1.2(d), 1.2(f), and 5.1 for the reasons specified herein and in the subsections related to the Mayor's breaches of the *Act*, the Council/Staff Relations Policy, the Workplace Harassment Policy, and the Procedural Bylaw.

57. Mayor Caul contravened sections 1.2(a), 1.2(c), 1.2(d), 6.1, 7.2, and 8.3 by not conducting herself in a civil and respectful manner during meetings and by using indecent, abusive, and insulting words, tone, and expressions, and by maliciously and falsely injuring and impugning the professional reputation of Town personnel, specifically:

- a. By her false, accusatory, and malicious comments about and attributable to Ms. Drysdale and Mr. Willick during the Council meeting of June 14, 2021;
  - b. By her false, accusatory, and malicious remarks toward Ms. Drysdale and about Ms. Drysdale and Mr. Willick, during a phone call on June 15, 2021;
  - c. By her false, accusatory, and malicious comments about Ms. Drysdale, in a letter to the RRFDC, dated June 30, 2021; and
  - d. By her false, accusatory, and malicious comments about and attributable to Ms. Drysdale and Mr. Willick during the Committee of the Whole meeting on June 12, 2021.
58. Mayor Caul contravened sections 1.2(c), 1.2(d), 1.2(g), 1.2(h), 8.1, 8.5, 11.1, 13.1, and 13.2 by causing Town staff to take actions which did not serve the municipal corporation as a whole, that was not politically neutral and objective, and by coercing, influencing, or attempting to coerce or influence Town staff or personnel, specifically:
- a. In attempting to cause Mr. Willick and Ms. Drysdale – and effectively causing Ms. Drysdale – to resign from their positions;
  - b. In requiring Town staff to author, prepare, and send the unlawful and unauthorized letters to the RRFDC on June 29 and 30, 2021, contrary to the Agreement and the Council/Staff Relations Policy;
  - c. In using municipal resources and funds to procure the July 7, 2021 report from the RRFDC, without proper authority to do so; and
  - d. In making intimidating comments about Ms. Drysdale and Mr. Willick during Council proceedings on June 14, 2021 and July 12, 2021 and during a phone call to Ms. Drysdale on July 15, 2021.
59. Mayor Caul breached section 1.2(a), 1.2(c), 1.2(d), and 13.2 by using her office to secure the preferential treatment of staff to perform the duties described in the previous paragraph.

60. Mayor Caul breached sections 1.2(a), 1.2(c), 1.2(d), 1.2(f), 5.1, 8.2, 11.1, 13.1, and 13.2, by acting outside of her authority and fraudulently and falsely claiming to be acting as CAO of the Town or to have been given administrative or management authority for the Town, specifically:

- a. By unilaterally arranging for a personnel matter to be placed before Council on June 14, 2021, which is the role of the CAO, and by allowing a member of the public to use Council to attack and make insinuations, and cast aspersions about the motives, truthfulness, and performance of personnel of the municipality;
- b. By sending letters to the RRFDC on behalf of the Town on June 29 and 30, 2021, without lawful authority to do so;
- c. By procuring the July 7, 2021 report from the RRFDC, at the Town's expense, without lawful authority to do so; and
- d. By claiming to be the acting CAO or to have management responsibilities for the municipality, in an email to the RRFDC on July 7, 2021.

61. Mayor Caul breached section 1.2(e) by acting without authority, per the above-described particulars, contrary to the democratic will and function of Council.

62. It is also noted that by acting outside of her authority and Council's established policies and procedures, Mayor Caul exposed the municipality to liability, as set out in Mr. Gillon's correspondence of July 17, 2021.

**ii. Contraventions of the *Municipal Act, 2001***

63. Mayor Caul acted contrary to sections 224, 225, 226.1, 227, 229, and 258 of the *Act*.

64. Mayor Caul infringed sections 224, which outlines the role of Council, by taking actions which were not duly authorized by Council or which were contrary to the will of Council, including:

- a. By sending unauthorized and fraudulent written communications on behalf of the Town, without lawful authority, to personnel of the Town and third parties, including the June 29 and 30, 2021 and July 7, 2021 correspondence to the RRFDC;
  - b. By acting on behalf of the municipality without sufficient direction or authorization from Council to do so;
  - c. By ignoring and acting outside of and contrary to established policies, procedures, and bylaws of Council, including the Code of Conduct, Council/Staff Relations Policy, the Workplace Harassment Policy, the Procedural Bylaw, and the Agreement; and
  - d. By expending the municipality's financial resources without the authorization of Council to do so, by procuring the July 7, 2021 report.
65. Mayor Caul infringed sections 225, 226.1, and 258, which pertain to the role of the head of Council and the chief executive officer function of the municipality, by:
- a. Exceeding and acting outside of her statutorily-defined and bylaw- and policy-prescribed roles, which confer no role in the administration of contracts of the Town or role overseeing or directing staff of the Town; and
  - b. Abusing the limited authority and role conferred to the chief executive officer of the Town, which does not include any role in directing staff, commenting or addressing personnel issues, or to give unsanctioned and unauthorized direction under contracts between the Town and third parties.
66. Mayor Caul infringed sections 227, 229, and 258, which pertain to the role of officers and employees of the municipality and the CAO, by:
- a. Falsely, untruthfully, and falsely claiming to be acting as CAO of the municipality or to have any powers or authority in the administration of the Town; and
  - b. Acting outside of and contrary to the Council/Staff Relations Policy and the Procedural Bylaw adopted by Council.

**iii. Contraventions of the Council/Staff Relations Policy**

67. Mayor Caul contravened sections 5.0 and 6.0 of the Council/Staff Relations Policy by:

- a. Acting outside of her defined role, by assuming or fraudulently claiming the responsibilities and authority of the CAO, for the purpose of written communications issued to the RRFDC on June 29, June 30, and July 7, 2021;
- b. Acting outside of her defined role, by unilaterally attacking personnel of the municipality during a closed agenda item of Council she requested on June 14, 2021;
- c. Acting outside of her defined role, by demanding or instigating the resignation of personnel and service providers to the municipality, without lawful authority or direction from Council to do so, during a phone call on June 15, 2021;
- d. Assuming managerial or administrative authority by attacking the performance or questioning the professionalism or motives of personnel and advisors to the municipality, without lawful authority or direction from Council;
- e. Assuming improper managerial or administrative authority, by ordering members of staff to prepare correspondence to the RRFDC that was not authorized by Council nor otherwise in accordance with the Agreement, on June 29 and 30, 2021;
- f. Disrespecting staff and personnel, by attacking their professionalism and performance, on June 14, June 15, June 28, and June 30, 2021;
- g. Claiming – explicitly and implicitly – to be the Acting CAO of the municipality, without lawful authority or Council direction, on June 29, June 30, and July 7, 2021;
- h. Improperly using the influence of the Mayor’s office to cause staff to give preferential treatment to her and to carry out duties which were not authorized by Council and which she is not authorized to direct staff to perform; and
- i. Making demands under the Agreement on June 29, 2021, contrary to the will of Council, which delegated management responsibility to the CAO.

**iv. Contraventions of the Workplace Harassment Policy**

68. Mayor Caul contravened section 3 of the Workplace Harassment Policy by:

- a. Berating Ms. Drysdale and demanding, without authority, her resignation and that of Mr. Willick, during a phone call with Ms. Drysdale on June 15, 2021;
- b. Making unfounded and baseless accusations about Ms. Drysdale in an unauthorized and unlawful letter to the RRFDC on June 30, 2021;
- c. Making abusive, untrue, and accusatory remarks which caused Ms. Drysdale to effectively tender notice of her resignation, on or about June 15, 2021;
- d. Making or facilitating the making of defamatory and false comments and accusations about Ms. Drysdale and Mr. Willick during Council proceedings on June 14 and 28, 2021; and
- e. Arranging for a member of the public to attack the professionalism of staff and personnel of the municipality during an improper closed session of Council on June 14, 2021.

**v. Contraventions of the Procedural Bylaw**

69. Mayor Caul breached sections 5.1, 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, and 5.2 of the Procedural Bylaw. Her breaches included:

- a. Contrary to section 5.1 and 5.2, disrespecting the division of roles and responsibilities contained in the *Act*, in the manner outlined and described above;
- b. Contrary to section 5.1.1, directing staff of the Town, as an individual member of Council, in the manner outlined and described above, without any direction or authority of Council to do so;
- c. Contrary to section 5.1.2, failing to comply with the policies of the Town, as outlined and particularized above; and

- d. Contrary to sections 5.1.3, 5.1.4, and 5.1.5, failing to liaise with the CAO in respect of concerns about the ESFL or the performance of the RRFDC, Ms. Drysdale, or Mr. Willick or the availability of any pertinent information to Council and directing a service provider of the Town to product a report, at the Town's expense, without authority to do so.

70. In addition to the forgoing, the Mayor declined to raise her concerns about the EDEC meeting of June 9, 2021 to the Chair, either during or after the meeting, as contemplated by the Procedural Bylaw and Robert's Rules, which govern Executive Committee proceedings. No notice to the EDEC Chair or the CAO was given prior to the Mayor issuing the June 30, 2021 letter to the RRFDC, contrary to the established policies and procedures of the Town and the division of policy and management responsibilities of Council and administration.

**E. Suggested Witnesses**

71. It is suggested that the Integrity Commissioner open an inquiry into the matters raised in this complaint, and seek witness evidence from the following persons:

- a. Mayor Caul;
- b. Ms. Drysdale (Economic Development Officer);
- c. Mr. Willick (forestry consultant/advisor);
- d. Mr. Gillon (Executive Director, RRFDC);
- e. Mr. Rob (Operations and Facilities Manager);<sup>3</sup>
- f. Mr. Forbes (Human Resources Manager);<sup>4</sup>

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<sup>3</sup> It is my information that Mr. Rob issued the emails to Mr. Gillon containing the June 29 and 30, 2021 correspondence from Mayor Caul to the RRFDC.

<sup>4</sup> It is my information that Mr. Forbes has knowledge of the preparation of the June 29 and 30, 2021 letters from the Mayor to the RRFDC.

- g. Ms. Slomke (Clerk);
- h. Councillor Judson (Chair of EDEC); and
- i. Mr. Brown (retired CAO).

**F. Conclusion**

- 72. These allegations constitute serious abuses of office and interference with the work of members of Council, administration, and service providers and key partners of the Town.
- 73. The Integrity Commissioner is respectfully asked to open an inquiry into this misconduct by Mayor Caul, to produce a report, and to recommend sanctions against Mayor Caul.
- 74. To the extent that personnel of the Town or the RRFDC are referred to in any report produced by the Integrity Commissioner, for privacy reasons, it is my submission that they ought to be anonymized (Individual 1, Individual 2, etc.).



**Index of Tabbed Materials Referred to Above**

1. Email from D. Brown, dated May 12, 2021
2. Agenda and Minutes of the Regular Meeting of Council, dated June 14, 2021
3. Agreement between the RRFDC and the Town
4. Agenda and Minutes of the Regular Meeting of Committee of the Whole, dated June 28, 2021
5. Letter from J. Caul to G. Gillon, dated June 29, 2021
6. Letter from J. Caul to G. Gillon, dated June 30, 2021
7. Letter from G. Gillon to J. Caul, dated July 7, 2021
8. Emails between J. Caul and G. Gillon, dated July 7, 2021
9. Report Prepared by the RRFDC, dated July 7, 2021 and presented July 12, 2021
10. Letter from D. Judson to Councillors, dated July 13, 2021
11. Letter from G. Gillon to J. Caul, dated July 15, 2021

## **Tab 1**

## Re Interim Acting CAO schedule from May 21 to July 19

Doug Brown <dbrown@fortfrances.ca>

Wed 2021-05-12 9:12 AM

To: Jeremy Hughes <jhughes@fortfrances.ca>; Lisa Slomke <lslomke@fortfrances.ca>; Dawn Galusha <dgalusha@fortfrances.ca>; Travis Rob <trob@fortfrances.ca>; Jordan Forbes <jforbes@fortfrances.ca>; Aaron Bisson <abisson@fortfrances.ca>; Cody Vangel <cvangel@fortfrances.ca>; Patrick Briere <pbriere@fortfrances.ca>; Tyler Moffitt <tmoffitt@fortfrances.ca>; Arlene Byrnes <abyrnes@fortfrances.ca>

Cc: June Caul <jcaul@fortfrances.ca>; Wendy Brunetta <wbrunetta@fortfrances.ca>; Andrew Hallikas <ahallikas@fortfrances.ca>; John McTaggart <jmctaggart@fortfrances.ca>; Michael Behan <mbehan@fortfrances.ca>; Rick Wiedenhoef <rwiedenhoef@fortfrances.ca>; Douglas Judson <djudson@fortfrances.ca>

Hi All, further to the senior management team meeting yesterday, I thought it would be wise to put out this 8 -week schedule in advance of May 21, 2021. I have included the weekend dates in the schedule as there could be emergency situations that need to be addressed on the weekend by the interim acting CAO. I also included the 4 interim acting CAO cell phones for a quick reference .

### Final Interim Acting CAO Work Schedule- next 8 weeks

1	May 21 to May 28	Travis	275-9757
2	May 28 to June 4	Dawn	276-4265
3	June 4 to June 11	Lisa	271-2199
4	June 11 to June 18	Jordan	276-1666
5	June 18 to June 25	Travis	275-9757
6	June 25 to July 2	Dawn	276-4265
7	July 2 to July 9	Lisa	271-2199
8	July 9 to July 19	Jordan	276-1666

Also couple of other points of clarifications;

1. **Emergency Plan** - Based on current Emergency Plan for our community – Lisa will be assuming the CAO responsibilities on an continuously basis as outlined in the plan over the next 8 weeks.
2. **Weekly approved of the Cheque Run** - As a result of Travis and Jordan not being in position to officially bind the Corporation, Lisa will be signing off on the weekly cheques . The Mayor and Dawn already execute every cheque on behalf of the Corporation.
3. **Invoices and timesheets** please submit as usual- Thursday by 1:00 pm.
4. **Visa Card** For the record I have already handed in my Visa card to Dawn
5. **Keys for Civic center Building** I will leave my keys for the Civic Center Building with Lisa next Friday.
6. **Computer System Disaster Recovery Passwords** - I have destroyed the passwords that I kept at my house where Jeremy will be generating new passwords today and will be storing this information in the main vault at the Civic center for the interim.

Should you require any additional information or clarification, please feel free to contact me . Gearing for a smooth transition. Stay COVID Safe. PS I received my vaccine yesterday no side effects. The Clinic was well organized and I received excellent service. 😊

Doug Brown, P Eng CAO  
Town of Fort Frances  
807-274-5323 Ext 1213

## Tab 2

# TOWN OF FORT FRANCES

## AGENDA - June 14, 2021

### MEETING - Virtually

Page

#### **1. COUNCIL MEETING**

(Session No. 068) to immediately follow the Committee of the Whole

- 1.1 Call to Order
- 1.2 Territorial Acknowledgement
- 1.3 Moment of Meditation
- 1.4 Disclosure of pecuniary interest and the general nature thereof.

#### **2. Consent Agenda:**

- 2.1 Items Referred from Committee of the Whole
- 2.2 Email received June 3, 2021 from P. Howie, Borderland Pride re: Flag Raising Request
  - will be coordinated with Mayor's office.

#### REG CONSENT Pride Flag

- 2.3 Email received June 3, 2021 from B. Hubbard, Military Service Recognition Book re: Advertising Opportunity
  - will be referred to the Administration & Finance Executive Committee for recommendation.

#### REG CONSENT request from Military Svc Recognition

#### REG CONSENT supporting Military Svc Recognition Book

- 2.4 Letter dated June 3, 2021 from G. Cridland and J. Beazley, Riverfront Condominiums re: Front Street Truck Traffic
  - will be referred to the Operations & Facilities Executive Committee for recommendation.

#### REG CONSENT 2021 front st truck route

- 2.5 Letter dated June 4, 2021 from G. Friesen, Newfort Developments re: Building Project at 814 Scott St.
  - will be referred to the Planning & Development Executive Committee for recommendation.

#### REG CONSENT ltr from NewFort Developments re 814 Scott Street project

- 2.6 Letter dated June 8, 2021 from J. Neurinski, Fort Frances Resident re:

Summer Day Camp

- will be referred to the Community Services Executive Committee for recommendation.

[REG CONSENT ltr from Neurinski](#)

- 2.7 Letter dated June 10, 2021 from W. Allen, Co-Chair, Fort Frances Canadian Bass Championship re: Temporary Fencing
  - will be referred to the Planning & Development Executive Committee for recommendation.

[REG CONSENT FFCBC request temp fencing for event](#)

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

- 3.1 Session No. 066 and 067 dated May 18 and May 25, 2021 respectively.

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

- 4.1 Session No. 068 dated May 25, 2021.

**5. Resolutions from tonight's Committee of the Whole meeting**

**6. By-Laws:**

- 6.1 By-law 23/21-A Being a by-law to amend by-law 23/21 to authorize the entering into of a lease agreement at the Sorting Gap Marina.

[by-law 23~21-A amend sorting gap lease agreement with 1930709 Ontario Ltd and FFLECS Restaurant Management Inc](#)

- 6.2 By-law 28/21 being a by-law to approve a Professional Consulting Services Agreement with Computational Hydraulics awarded through the request for proposal process.

[by-law 28~21 agreement with Computational Hydraulics for 21-OF-05 rfp award for Master Stormwater Mgmt Plan](#)

[by-law 28~21 schedule A MasterStormwaterPlan\\_ClientEngineerAgreement\\_May2021](#)

- 6.3 By-law 29/21 being a by-law to authorize entering into an agreement with Revco Carpet Centre Ltd. with respect to the sale of certain lands.

[by-law 29~21 authorize sale of land to Revco Carpet Centre Parts 1 and 2 on southside of 5th Street W](#)  
[by-law 29~21 sale of land to Revco portion of 5th Street property](#)

- 6.4 By-law 30/21 being a by-law to approve an agreement with KGS Group for the delivery of environmental professional services re: Shevlin Woodyard - Phase One & Two Environmental Site Assessment and Associated Works.

[by-law 30~21 environmental services agreement Shevlin Wood Yard](#)

[by-law 30~21 schedule A KGS Engineering Services Agreement - RFP 2021-PD-08\\_V.01.01](#)

- 6.5 By-law 31/21 being a by-law to authorize the entering into of a renewal lease agreement with Enterprise Rent-A-Car Canada Limited

at the Fort Frances Municipal Airport.

[by-law 31~21 airport lease agreement renewal with Enterprise Rent-A-Car Canada Limited](#)  
[by-law 31~21 schedule A Enterprise Counter Lease Jan 1-Dec 31 2021](#)

- 6.6 By-law 32/21 being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town's geospatial data with Computational Hydraulics Inc.

[by-law 32~21 approve data share agreement with Computational Hydraulics Inc](#)  
[by-law 32~21 schedule A GIS License Agreement 2021 - CHI Signed](#)

- 6.7 By-law 33/21 being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town's geospatial data with TBT Engineering.

[by-law 33~21 approve data share agreement with TBT Engineering](#)  
[by-law 33~21 schedule A 21-225 Fileshare Request TBTE filled signed](#)

- 6.8 By-law 34/21 being a by-law to approve an agreement with Tom Jones Corporation awarded through the tender process (21-OF-06).

[by-law xx~21 agreement with Tom Jones Corp 21-OF-06 tender award roof replacement at MSC](#)  
[by-law 34~21 schedule A agreement w Tom Jones Corp re 21-OF-06 MSC Roof Replacement](#)

**7. New Items:**

- 7.1 Resolution for Consideration re: Fort-Falls International Bridge

[Bridge Resolution v3](#)

**8. Information Correspondence:**

- 8.1 Town of Perth letter to Premier Ford re: Hospital Funding

[REG INFO resolution Ford-Perth](#)

- 8.2 Township of The Archipelago re: Bill 228 Banning unencapsulated Polystyrene Foam

[REG INFO Bill 228 - Banning unencapsulated Polystyrene Foam](#)

- 8.3 Township of The Archipelago re: Bill 279 Environmental Protection Amendment Act (Microplastics Filters for Washing Machines)

[REG INFO Bill 279 Environmental Protection Amendment Act \(Microplastics Filters for Washing](#)

- 8.4 Town of Fort Erie letter to Prime Minister Trudeau and Premier Ford re: Capital Gains Tax on Primary Residence

[REG INFO Trudeau-Ford - Capital Gains Tax](#)

- 8.5 Email from L. Hansen, Sr. Negotiator, Ministry of Indigenous Affairs re: Rainy Lake Flooding Claims

[REG INFO FW\\_Rainy Lake Flooding Claims](#)

- 8.6 Township of Rideau Lakes re: Resolution Cemetery Funding

[REG INFO Rideau Lakes resolution Res #68-2021 - Cemetery Funding](#)

- 8.7 Municipality of Calvin re: Resolution Dead End Roads

[REG INFO Calvin Res #2021-137 Support for Dead End Roads Bus Turnaround](#)

**9. Minutes of Local Boards / Committees:**

- 9.1 Committee of Adjustment - April 14, 2021

[Committee of Adjustment - 14 Apr 2021 - Agenda - Pdf](#)

- 9.2 Community Services Executive Committee - April 19, 2021

[Community Services Executive Committee - 19 Apr 2021 - Minutes - Pdf](#)

- 9.3 Police Services Board - April 23, 2021

[Police Services Board - 23 Apr 2021 - Minutes - Pdf](#)

- 9.4 Economic Development Executive Committee - May 5, 2021

[Economic Development Executive Committee - 05 May 2021 - Minutes - Pdf](#)

- 9.5 Planning & Development Executive Committee - May 17, 2021

[Planning & Development Executive Committee - 17 May 2021 - Minutes - Pdf](#)

- 9.6 Administration & Finance Executive Committee - May 18, 2021

[Administration & Finance Executive Committee - 18 May 2021 - Minutes - Pdf](#)

- 9.7 Operations & Facilities Executive Committee - May 19, 2021

[Operations and Facilities Executive Committee - 19 May 2021 - Minutes - Pdf](#)

**10. In-Camera:**

- 10.1 Personal matters about an identifiable individual, including municipal or local board employees: Licensing Matter

- 10.2 Personal matters about an identifiable individual, including municipal or local board employees: Operational Recommendations

- 10.3 A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board: Project Team Update

- 10.4 Personal matters about an identifiable individual, including municipal or local board employees: Appointment Recommendation

- 10.5 Advice that is subject to solicitor/client privilege, including communications necessary for that purpose: Shareholder Meeting Procedure/Format

**11. Public Session Resumes:**

**12. Resolutions Required as a result of In-Camera discussions:**

**13. ADJOURNMENT**

**14. \* Previously distributed to Council**



15. **\*\* Items can be viewed by contacting the Clerk**

## TOWN OF FORT FRANCES

### MINUTES

### SESSION NO. 068

June 14, 2021

The meeting of Council of the Town of Fort Frances was held virtually on June 14, 2021 from 5:58 p.m. to 9:03 p.m.

PRESENT: Mayor J. Caul, Chairperson; Councillors W. Brunetta, A. Hallikas, D. Judson, J. McTaggart and R. Wiedenhoeft.

REGRETS: Councillor M. Behan

ALSO PRESENT: J. Forbes, Acting CAO / Human Resources Manager, E. Slomke, Clerk, D. Galusha, Treasurer, A. Bisson, Recreation & Culture Manager, J. Hughes, Information Technology Manager, C. Vangel, CBO / Municipal Planner

### **1. COUNCIL MEETING**

(Session No. 068) to immediately follow the Committee of the Whole

1.1 Call to Order at 5:58 p.m.

1.2 Territorial Acknowledgement

1.3 Moment of Meditation

1.4 Disclosure of pecuniary interest and the general nature thereof.  
Councillor Judson disclosed an interest item 6.8 from this agenda as he has a conflict arising out of his legal practice. He also disclosed an interest in item 6.1 from tonight's Committee of the Whole meeting as this is his per diem claim related to his attendance at the annual general meeting of the Northwestern Ontario Municipal Association.

### **2. Consent Agenda:**

2.1 Items Referred from Committee of the Whole

699 Brunetta - Hallikas: THAT the following Consent items be approved:

1. Committee of the Whole Consent items # 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, ~~5.9, 5.10~~, 5.11, 5.12, 5.13 and 5.14.
2. Council Consent items # 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.

CARRIED

2.2 Email received June 3, 2021 from P. Howie, Borderland Pride re: Flag Raising Request  
- will be coordinated with Mayor's office.

2.3 Email received June 3, 2021 from B. Hubbard, Military Service Recognition Book re: Advertising Opportunity  
- will be referred to the Administration & Finance Executive Committee for recommendation.

2.4 Letter dated June 3, 2021 from G. Cridland and J. Beazley, Riverfront Condominiums re: Front Street Truck Traffic  
- will be referred to the Operations & Facilities Executive Committee for recommendation with input from the Planning & Development Executive Committee.

2.5 Letter dated June 4, 2021 from G. Friesen, Newfort Developments re: Building Project at 814 Scott St.  
- will be referred to the Planning & Development Executive Committee for recommendation.

- 2.6 Letter dated June 8, 2021 from J. Neurinski, Fort Frances Resident re: Summer Day Camp  
- will be referred to the Community Services Executive Committee for recommendation.

- 2.7 Letter dated June 10, 2021 from W. Allen, Co-Chair, Fort Frances Canadian Bass Championship re: Temporary Fencing  
- will be referred to the Planning & Development Executive Committee for recommendation.

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

- 3.1 Session No. 066 and 067 dated May 18 and May 25, 2021 respectively.

- 700 Judson - Wiedenhoeft: THAT the minutes of the Council meeting being Session No. 066 and 067 dated May 18 and May 25, 2021, respectively, having been typed and distributed be approved.

CARRIED

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

- 4.1 Session No. 068 dated May 25, 2021.

- 701 McTaggart - Brunetta: THAT the report of the Committee of the Whole of Council meeting being Session Nos. 068 dated May 25, 2021, having been typed and distributed be approved.

CARRIED

**5. Resolutions from tonight's Committee of the Whole meeting**

- 5.1 Council considered the following resolutions:

Councillor Judson disclosed an interest in resolution 704 below as this is his per diem claim related to his attendance at the annual general meeting of the Northwestern Ontario Municipal Association. He did not vote on the matter.

- 702 Judson - McTaggart: THAT the report dated June 9, 2021 from T. Rob, Manager of Operations & Facilities re: Request from Belluz Concrete for Waste Fill be approved to agree with the recommendation of the Operations & Facilities Executive Committee to not sell any fill to the private sector at this time.

CARRIED

- 703 Hallikas - Judson: THAT the report dated June 9, 2021 from T. Rob, Manager of Operations & Facilities re: Request from Fort Frances Sportsman's Club for Waste Fill be approved to agree with the recommendation of the Operations & Facilities Executive Committee to not sell any fill to the private sector at this time.

CARRIED

- 704 Albanese-Wiedenhoeft: THAT the report dated June 8, 2021 from D. Galusha, Treasurer re: Councillor Judson - NOMA AGM and Conference Per Diem be approved to agree with the recommendation of the Administration & Finance Executive Committee to approve the per diem claim in the amount of \$320.00 as submitted by Councillor Judson for his attendance at the NOMA AGM and Conference held virtually April 28-30, 2021.

CARRIED

**6. By-Laws:**

- 6.1 By-law 23/21-A Being a by-law to amend by-law 23/21 to authorize the entering into of a lease agreement at the Sorting Gap Marina.

705 Wiedenhoeft - Hallikas: THAT the following by-laws be introduced and read a first, second and third time, be finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith:

- 23/21-A Being a by-law to amend by-law 23/21 to authorize the entering into of a lease agreement at the Sorting Gap Marina.
- 28/21 being a by-law to approve a Professional Consulting Services Agreement with Computational Hydraulics awarded through the request for proposal process.
- 29/21 being a by-law to authorize entering into an agreement with Revco Carpet Centre Ltd. with respect to the sale of certain lands.
- 30/21 being a by-law to approve an agreement with KGS Group for the delivery of environmental professional services re: Shevlin Woodyard - Phase One & Two Environmental Site Assessment and Associated Works.
- 31/21 being a by-law to authorize the entering into of a renewal lease agreement with Enterprise Rent-A-Car Canada Limited at the Fort Frances Municipal Airport.
- 32/21 being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town's geospatial data with Computational Hydraulics Inc.
- 33/21 being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town's geospatial data with TBT Engineering.
- ~~34/21 being a by-law to approve an agreement with Tom Jones Corporation awarded through the tender process (21-OF-06).~~

CARRIED

- 6.2 By-law 28/21 being a by-law to approve a Professional Consulting Services Agreement with Computational Hydraulics awarded through the request for proposal process.
- 6.3 By-law 29/21 being a by-law to authorize entering into an agreement with Revco Carpet Centre Ltd. with respect to the sale of certain lands.
- 6.4 By-law 30/21 being a by-law to approve an agreement with KGS Group for the delivery of environmental professional services re: Shevlin Woodyard - Phase One & Two Environmental Site Assessment and Associated Works.
- 6.5 By-law 31/21 being a by-law to authorize the entering into of a renewal lease agreement with Enterprise Rent-A-Car Canada Limited at the Fort Frances Municipal Airport.
- 6.6 By-law 32/21 being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town's geospatial data with Computational Hydraulics Inc.
- 6.7 By-law 33/21 being a by-law to authorize a Data Sharing Agreement for purposes of utilization of the Town's geospatial data with TBT Engineering.
- 6.8 By-law 34/21 being a by-law to approve an agreement with Tom Jones Corporation awarded through the tender process (21-OF-06).

Councillor Judson disclosed an interest in this item as he has a conflict arising out of his legal practice. He did not speak to the matter nor vote on it.

706 McTaggart - Brunetta: THAT by-law 34/21 being a by-law to approve an agreement with Tom Jones Corporation awarded through the tender process (21-OF-06) be introduced and read a first, second and third time, be finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith.

CARRIED

## 7. New Items:

7.1 Resolution for Consideration re: Fort-Falls International Bridge

707 Judson - McTaggart: WHEREAS:

1. The Fort Frances—International Falls International Bridge [“International Bridge”] is a critical economic and community link connecting the Town of Fort Frances, Ontario and the City of International Falls, Minnesota;
  2. The International Bridge sees more than 800,000 vehicle crossings annually, including:
    - a. tourists destined throughout Northwestern Ontario,
    - b. local trips for employment, business, recreational, educational, medical, emergency response, and family reasons,
    - c. commercial traffic serving the resource-based economy west of Thunder Bay, and
    - d. the importing of goods used in the mining, agricultural, and forestry sectors;
  3. The International Bridge has been privately owned by the operators of local paper mills since it was built in 1908, and is currently owned, through subsidiaries, by the Packaging Corporation of America and Resolute Forest Products [“Resolute”], which is required by the Customs Act to provide the Canada Border Services Agency with facilities on the Canadian side of the International Bridge;
  4. In Ontario, tolls on international bridges are authorized by the provincial Minister of Transportation under the Toll Bridges Act, but the bridge owners have placed their toll collection on the Minnesota side;
  5. These tolls have become a growing concern for the citizens of Fort Frances and the surrounding communities, and deter American locals and visitors from crossing into Canada to support local businesses;
  6. The only other privately-owned toll bridge connecting Canada and the United States is the Ambassador Bridge between Detroit and Windsor, which is 7,500 feet in length and charges less per crossing;
  7. A January 31, 2006 public meeting revealed that one span of the International Bridge had only 15 to 20 years left in its lifespan before it needed to be replaced, at a then-estimated cost of \$8 million (USD);
  8. Since 2006, it has been understood that high tolls were being charged by the bridge owners in order to rehabilitate the bridge in the 2020s, but Resolute now indicates that it wishes to divest itself from ownership, after collecting these high tolls for many years;
  9. Council adopted resolutions in 2005 and 2006 calling on the Government of Canada and the Government of Ontario to acquire the International Bridge and make it a public asset without tolls, but those calls went unanswered;
  10. The Town of Fort Frances and its neighbouring communities are concerned that new private ownership of the International Bridge will result in even higher tolls or that public access to the bridge will be compromised for safety or financial reasons;
  11. Ontario’s Toll Bridges Act permits the Government of Ontario to enter into agreements with any Canadian or foreign authority for “the joint financing, construction or operation of any international bridge or tunnel and for any matter incidental thereto”, as reflected in the provincial and state governments’ \$30 million investment to replace the Rainy River—Baudette Bridge, which continues to operate without tolls;
  12. Access to the International Bridge facilitates treaty obligations, including under the Jay Treaty of 1794, which allows Indigenous people from Canada to live and work freely in the United States, and allows access to traditional territories in northern Minnesota; and
  13. The Town of Fort Frances’ strategic plan recognizes that the community is in a period of economic transition, with a renewed focus on tourism, forestry, and mining sectors, and that its prosperity requires improved border access and transportation links;
- THEREFORE IT IS RESOLVED that Council of the Town of Fort Frances:
14. Calls on the Government of Canada and the Government of Ontario:

- a. to immediately intervene in the sale of the International Bridge and make all necessary efforts to acquire the International Bridge with their American counterparts, operate it as a public asset, and remove tolls, and
- b. to meet with Council and administration of the municipality to brief it on their efforts and plans to protect this vital economic and community link;
- 15. Directs that a copy of this resolution be sent to:
  - a. Marcus Powlowski, MP (Thunder Bay—Rainy River),
  - b. Eric Melillo, MP (Kenora),
  - c. The Hon. Greg Rickford, MPP (Kenora—Rainy River),
  - d. Sol Mamakwa, MPP (Kiiwetinoong),
  - e. Judith Monteith-Farrell, MPP (Thunder Bay—Atikokan),
  - f. The Hon. Doug Ford, Premier of Ontario,
  - g. The Hon. Caroline Mulroney, Minister of Transportation (Ontario),
  - h. The Hon. Omar Alghabra, Minister of Transport (Canada), and
  - i. The Hon. Bill Blair, Minister of Public Safety;
- 16. Directs that a copy of this resolution be forwarded to the below governments, organizations, and stakeholders, with a covering letter requesting that they issue a supporting resolution or letter to the individuals listed in the previous paragraph:
  - a. All municipal councils and First Nation councils located in the Rainy River and Kenora districts,
  - b. The district municipal associations for the Rainy River and Kenora districts and the Northwestern Ontario Municipal Association,
  - c. All chambers of commerce serving the Rainy River and Kenora districts,
  - d. Grand Council Treaty #3,
  - e. The Sunset Country Métis Community, and
  - f. The Sunset Country Travel Association; and
- 17. Directs that a copy of this resolution be forwarded to the Mayor and Council of the City of International Falls and the Mayor and Council of the City of Ranier, with a covering letter requesting that they adopt a similar resolution and bring both resolutions to the attention of their state and federal officials and representatives.

CARRIED

**8. Information Correspondence:**

The following seven items were received.

- 8.1 Town of Perth letter to Premier Ford re: Hospital Funding
- 8.2 Township of The Archipelago re: Bill 228 Banning unencapsulated Polystyrene Foam
- 8.3 Township of The Archipelago re: Bill 279 Environmental Protection Amendment Act (Microplastics Filters for Washing Machines)
- 8.4 Town of Fort Erie letter to Prime Minister Trudeau and Premier Ford re: Capital Gains Tax on Primary Residence
- 8.5 Email from L. Hansen, Sr. Negotiator, Ministry of Indigenous Affairs re: Rainy Lake Flooding Claims
- 8.6 Township of Rideau Lakes re: Resolution Cemetery Funding
- 8.7 Municipality of Calvin re: Resolution Dead End Roads

**9. Minutes of Local Boards / Committees:**

The following seven items were received.

- 9.1 Committee of Adjustment - April 14, 2021

- 9.2 Community Services Executive Committee - April 19, 2021
- 9.3 Police Services Board - April 23, 2021
- 9.4 Economic Development Executive Committee - May 5, 2021
- 9.5 Planning & Development Executive Committee - May 17, 2021
- 9.6 Administration & Finance Executive Committee - May 18, 2021
- 9.7 Operations & Facilities Executive Committee - May 19, 2021

**10. In-Camera at 6:27 p.m.**

We encountered issues getting the first speaker to connect.

- 10.1 Personal matters about an identifiable individual, including municipal or local board employees: Licensing Matter (6:41-7:30 p.m.)
  - D. Kircher (6:41-7:03 p.m.), J. Forbes, E. Slomke and C. Vangel were connected virtually with Council for this matter. Councillor Judson opposed this matter being discussed in camera. Mayor Caul explained her rationale and validation. Council continued with the in-camera discussion.

Mr. Kircher provided a verbal summary of points. Members of Council had opportunity to ask questions and obtain further clarification. Council supported Mayor Caul to move forward as directed.

- 708 Brunetta - Hallikas: THAT Council now meet in-camera in order to address a matter pertaining to:
  - personal matters about an identifiable individual, including municipal or local board employees; more specifically Item 10.1 Licensing Matter and Item 10.2 Operations Recommendations and Item 10.4 Appointment Recommendation
  - advice that is subject to solicitor/client privilege, including communications necessary for that purpose; more specifically Item 10.5 Shareholder Meeting Procedure/Format
  - a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board; more specifically Item 10.3 Project Team Update

CARRIED

- 10.2 Personal matters about an identifiable individual, including municipal or local board employees: Operational Recommendations (7:32-7:43 p.m.)
  - J. Forbes, E. Slomke and A. Bisson were connected virtually with Council for this matter. Direction was provided.
- 10.3 A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board: Project Team Update (7:47-8:00 p.m.)
  - J. Forbes, J. Ruppenstein, D. Babaie, G. Cousineau, A. Matheson, E. Slomke and C. Vangel were connected virtually with Council for this matter. A verbal summary was provided by J. Forbes, with additional input provided by J. Ruppenstein and D. Babaie. Members of Council were provided opportunity to ask questions and obtain additional clarification.
- 10.4 Personal matters about an identifiable individual, including municipal or local board employees: Appointment Recommendation (8:21-8:56 p.m.)
  - J. Forbes, J. Ruppenstein, G. Cousineau and E. Slomke were connected virtually with Council for this matter. A verbal summary was provided by J. Ruppenstein. A lengthy discussion took place. Direction was provided and resolutions will be considered subsequent to tonight's in-camera portion of this meeting.

- 10.5 Advice that is subject to solicitor/client privilege, including communications necessary for that purpose: Shareholder Meeting Procedure/Format (8:03-8:20 p.m.)  
J. Forbes, J. Ruppenstein, G. Cousineau and E. Slomke were connected virtually with Council for this matter. Councillor Judson opposed this matter being discussed in camera. It was noted that the Closed Meeting Investigator was consulted and agreed with the matter being closed. Council continued with the in-camera discussion.  
A verbal summary was provided by A. Matheson. A lengthy discussion took place. Direction was provided and a resolution will be considered subsequent to tonight's in-camera portion of this meeting.

**11. Public Session Resumes at 8:56 p.m.**

**12. Resolutions Required as a result of In-Camera discussions:**

- 12.1 Council considered the following items:

A recorded vote was requested by Councillor Judson for resolution 713 with the following results:

Behan - Absent Brunetta - YEA Caul - YEA

Hallikas - YEA Judson - NAY McTaggart - YEA

Wiedenhoeft - YEA

- 709 McTaggart - Brunetta: THAT the report dated June 7, 2021 from A. Bisson, Recreation & Culture Manager re: Fuel Sales at the Sorting Gap Marina 2021 be approved to proceed as directed.

CARRIED

- 710 Wiedenhoeft - Judson: THAT the report dated June 10, 2021 from J. Forbes, Human Resources Manager re: Update from Project Team be approved as outlined in the report.

CARRIED

- 711 Judson - Wiedenhoeft: THAT Council, hereby appoints Andrew Hallikas (Deputy Mayor) as proxyholder to vote according to the municipality's instructions for purposes of the June 16, 2021 Fort Frances Power Corporation AGM.

CARRIED

- 712 Judson - Hallikas: THAT Council directs that future shareholder meetings of Fort Frances Power Corporation will be conducted by written resolutions of the Corporation which are adopted by Council resolution with the business of shareholder meeting's conducted thru Council business (effective June 17, 2021).

CARRIED

- 713 Brunetta - Hallikas: THAT the report dated June 9, 2021 from A. Matheson on behalf of the FFPC Director Nomination Committee be approved to agree with their recommendation to reappoint Mr. Robert L. Cousineau to the Fort Frances Power Corporation's Board of Directors, to hold office for an expressly stated term of 3 years, subject to the provisions of the Corporation's by-laws.

CARRIED

**13. ADJOURNMENT**

- 13.1 The meeting adjourned at 9:03 p.m.

- 714 Judson - McTaggart: THAT this meeting of the Council of the Town of Fort Frances be now closed.



J. Caul, Mayor

E. Slomke, Clerk

### **Tab 3**

# SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is dated this 18 day of March, 2021.

## BETWEEN:

### CLIENT

The Corporation of the Town of Fort Frances  
320 Portage Ave, Fort Frances, ON P9A 3P9,  
Canada  
(the "Client")

### CONTRACTOR

Rainy River Future Development Corporation  
(RRDFC)  
601 Mowat Ave, Fort Frances, ON P9A 1Z2,  
Canada  
(the "Contractor")

## BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - Economic Development Services.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full

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force and effect until December 30, 2022, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to December 30, 2022, that Party will be required to provide 45 days' written notice to the other Party.

## **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

## **COMPENSATION**

7. The Contractor will charge the Client a flat fee of \$200,000.00 for the Services (the "Compensation").
8. The Client will be invoiced as follows:
  - on a quarterly basis throughout the term of the agreement
9. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

## **REIMBURSEMENT OF EXPENSES**

11. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
12. All expenses must be pre-approved by the Client.

## **INTEREST ON LATE PAYMENTS**

13. Interest payable on any overdue amounts under this Agreement is charged at a rate of 18.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

## **CONFIDENTIALITY**

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

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15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

16. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
17. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### **RETURN OF PROPERTY**

18. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **CAPACITY/INDEPENDENT CONTRACTOR**

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

#### **NOTICE**

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. The Corporation of the Town of Fort Frances  
320 Portage Ave, Fort Frances, ON P9A 3P9, Canada
- b. The Rainy River Future Development Corporation  
601 Mowat Ave, Fort Frances, ON P9A 1Z2, Canada

or to such other address as either Party may from time to time notify the other.

#### **INDEMNIFICATION**

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective

directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **22 SCOPE OF WORK TO BE PERFORMED BY THE CONTRACTOR**

The contractor shall:

### **22.1 Develop a 2- year Action Plan**

Develop a two-year action plan for the years 2021 and 2022 outlining Community Economic Development activities to be undertaken by the contractor, RRFDC (the "Plan"). The Plan shall be prepared in conjunction with the Town Economic Development Executive Committee and will include a detailed description of activities, timelines, budget and deliverables as well as hard and soft targets for deliverables as applicable. The Plan will be subject to approval by Council. Following approval, the action plan will be reviewed and updated on an annual basis.

### **22.2 Leverage Senior Level Government Funding Programs for Economic and Community Development**

Continue to pursue additional funding to support economic and community development goals as defined in the Plan and as directed by the Economic Development Executive Committee and Council. The responsibilities of the Contractor shall include, but not be limited to, the development of grant proposals, business plans, and funding applications as well as the submission of all grant review request forms and/or progress updates set forth in the funding agreements as between the parties.

Unless specifically directed by Council, or the Economic Development Committee, the Contractor will be responsible for managing all funding received including processing claims, and ensuring deliverables are completed on schedule and to standard.

### **22.3 Administer and Manage the Community Municipal Accommodation Tax Committee**

Continue to manage and administer the Community Municipal Accommodation Tax Committee in accordance with the existing agreement between Town of Fort Frances and the Contractor dated January 1st, 2019 and adopted by By-law 09/19.

### **22.4 Provide Training, Guidance and Direction to the Town of Fort Frances**

During the 1st & 2nd quarters of 2021, provide the training, guidance and direction to the Client required to implement and manage delivery of the following initiatives:

- a. Project Petunia
- b. Booking and Operations of the Rainy Lake Square
- c. Coordination and organization of the Annual Canada Day Parade



- d. Operation of the tourism information center, including training of Museum staff to fully understand operation of a tourism information center. The Contractor understands and agrees that additional training may be required beyond the 1st and 2nd quarters of 2021 due to COVID-19, and that the RRFDC should account for this additional training when preparing budgets and work plans.

In fulfilling its obligations under this, paragraph 23.4 of the Agreement, the Contractor shall ensure the delivery of all of the named initiatives remain uninterrupted.

## **22.5 Continue to Administer and Manage Local Economic Development Initiatives**

Continue to administer and manage the following Local Economic Development Initiatives:

- a. The Fort Frances Go Local Program
- b. The Sustainable Forest License to the Boundary Water Forest Management Corporation (BWFMC) (the "Sustainable Forest License").

In its administration of the Sustainable Forest License, the Contractor shall be responsible for transformation of the program to ensure local trees are fully utilized in the Rainy River District

- c. Selling and Marketing of Town owned industrial & commercial properties.
- d. The Community Profile, including updating and maintenance on an annual basis, at minimum, and more frequently as required.
- e. The development of the Shevlin Wood yard property and the Gateway area by working to attract investment on an ongoing basis and apply for funding to support development as required.
- f. Active participation as a member of the Planning and Development Committee for the Aazhogan Renewal Property (Old Pulp and Paper Mill property)
- g. Ownership of social media properties and promotion of town as a tourist destination.

Specifically, the Contractor will work with the Town IT Staff to ensure that the Town has ownership of its social media properties including, but not limited to Facebook, and Twitter. The Contractor will take the lead role in promoting the community to attract investment and promote the community as a tourism destination. The RRFDC will coordinate with the Town to ensure that key messaging related to emergency management and Town initiatives is implemented as directed by Town administration.

## **22.6 Promote Business Development Initiatives**

The Contractor shall promote business development by leading and developing initiatives for attracting new investment to support the development of new industry, new businesses, new post-secondary educational opportunities, the growth of existing businesses and the retention of existing businesses.

## **22.7 Develop Job Creating Initiatives and Taxable Business**

Develop initiatives to create local jobs and taxable business within the limits of the Town of Fort Frances.

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## **22.8 Develop Working Relationship with First Nations Communities**

Develop a professional economic development working relationship with the surrounding First Nation communities to work jointly toward strengthening the economic growth of all communities in the Rainy River District.

## **22.9 Develop Key Performance Indicators and Statistical Data to present to Town**

Develop Key Performance Indicators (KPI) and statistical data to include in a monthly summary report to be presented to the Town's Economic Development Executive Committee quantifying progress of economic development goals as set by Town. This report will assist in communicating all ED activities and work to meet the economic development objectives as outlined in the Town's current Strategic Plan. These KPI will be approved by Council.

## **22.10 Participate in Economic Development Executive Committee**

Participate as an active member on the Town's Economic Development Executive Committee in accordance with the established terms of reference approved by Council.

# **23 THE TOWN OF FORT FRANCES**

The Client, the Town of Fort Frances, shall:

## **23.1 Provide Manpower and Staffing Resources for certain Clerical and Secretarial Functions**

Provide Manpower/ Staffing Resources for clerical and secretarial functions for the Town's Economic Development Executive Committee

## **23.2 Participate in Selection of Primary Service Contractor**

The Town's Economic Development Executive Committee shall be part of the selection process for the primary service Contractor and will provide formal approval prior to engaging their services.

The Contractor shall undertake the selection of all sub-contractors who provide economic development services to the Town of Fort Frances in a fair and transparent manner, and shall notify the Executive Committee of the sub-contractors utilized by RRDFC in providing economic development services to the Town of Fort Frances. The Economic Development Executive Committee shall, at their discretion provide approval prior to the contractor, RRDFC engaging the services of these sub-contractors to work on behalf of the Town of Fort Frances. This does not extend to projects which are already ongoing, or sub-consultants who are currently engaged.

## **23.3 Support the Contractor in Procuring Services of Sub-Contractors**

Support the Contractor in procuring the services of any sub-contractors, or staff to be used in the above scope of work using a fair, transparent process.



#### **23.4 Provide Oversight**

Provide Oversight to the Contractor through the management team, Economic Development Committee and Council.

#### **25. REPORTING STRUCTURE**

The CAO of the Town will be the contractor, RRFDC official contact, and the contractor, RRFDC will report to the CAO as needed between meetings. In addition, the RRFDC will report to the Economic Development Executive Committee at each regular meeting, unless otherwise specified by the committee, and will receive direction from the Committee and Council as a whole.

#### **MODIFICATION OF AGREEMENT**

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **TIME OF THE ESSENCE**

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **ASSIGNMENT**

28. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **ENTIRE AGREEMENT**

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **ENUREMENT**

30. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **TITLES/HEADINGS**

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **GENDER**

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GOVERNING LAW**

33. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

**SEVERABILITY**

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 18 day of March, 2021.

The Corporation of the Town of Fort Frances

Per: June Caud (Seal)

The Corporation of the Town of Fort Frances

Per: Slomke (Seal)

The Rainy River Future Development Corporation

Per: Paul [Signature] (Seal)

The Rainy River Future Development Corporation

Per: [Signature] (Seal)

## Tab 4

# TOWN OF FORT FRANCES

AGENDA - June 28, 2021

## Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 807-701-5975,,474153393#](#) Canada, Thunder Bay

Phone Conference ID: 474 153 393#

[Find a local number](#) | [Reset PIN](#)

## COMMITTEE OF THE WHOLE MEETING

to be held Virtually

(Session No. 077) 5:30 PM

Page

1. **Call to Order / Roll Call**

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

3. **Delegations/Deputations:**

- 3.1 Riverside Foundation for Health Care - Picture This Capital Campaign  
(Allison Cox and Meghan Cox)

[Deputation form - Riverside Foundation for Health Care](#)

- 3.2 Crossroute Forest SFL (David Kircher)

[deputation request D Kircher](#)

[Town Council Delegation June 28 2021](#)

[Attachments to Delegation to Council June 28 2021](#)

4. **Council Reports on Board & Committee Activity:**

- 4.1 Mayor June Caul - Verbal Update  
Councillor Mike Behan - Verbal Update  
Councillor Wendy Brunetta - Verbal Update  
Councillor Andrew Hallikas - Verbal Update

5. **Consent Agenda:**

- 5.1 FFCBC Request Letter  
- approval of this report will agree with the recommendation of the  
Planning & Development Executive Committee to approve the request  
as outlined in this report and attached map, as well as waiving the

building permit fee of \$57.00.

[COW CONSENT FFCBC Request Letter 2021 Council  
FFCBC Area - Revised](#)

- 5.2 Newfort Request for SPCA Deposit Return - 814 Scott Street
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to return the letter of credit subject to conditions outlined in this report.

[COW CONSENT Newfort Request for SPCA Deposit Return \(814 Scott Street\) - Council](#)

- 5.3 Permit Fee Waiver Request
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to waive building / demolition permit fees for the renovations at the Memorial Sports Centre and demolition of the Mowat Nursing Station.

[COW CONSENT Permit Fee Waiver Request - Council](#)

- 5.4 Summer Programs
- approval of this report will agree with the recommendation of the Community Services Executive Committee to reverse the original decision to cancel Summer Programs as outlined in this report.

[COW CONSENT Summer Programs - as amended - package](#)

- 5.5 CMOG Application
- approval of this report will agree with the recommendation of the Community Service Executive Committee to submit the CMOG application as outlined in this report.

[COW CONSENT CMOG grant Application 2021 report](#)

[COW CONSENT GOS Application Form 2021-06-1-1603389464-1623264245686](#)

- 5.6 Royal Canadian Legion Manitoba / NW Ontario Command Advertising
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve an advertisement of 1/10 page (Business Card B&W) size in the "Military Service Recognition Book" in the amount of \$205.00.

[COW CONSENT 2131- Legion Man NWO Advertising](#)

[REG CONSENT supporting Military Svc Recognition Book](#)

- 5.7 Investment Management
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve transferring most of the reserve funds in the short-term to the High Interest Savings Account, and further that the Treasurer will work with ONE Investment advisors to determine a diversified portfolio that will

meet the needs of the Town of Fort Frances.

[COW CONSENT 2128A - Investing Services Document](#)

[2128A-Investments Policy](#)

[2128A- 2021 May Performance Report](#)

[2128A-Legal List](#)

5.8 Collections Policy Update

- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve the Collection Policy number 1.9 as presented.

[COW CONSENT 2133 - Collections Policy Update](#)

[COW CONSENT Policy 1.9 Collections Policy Updated June 2021](#)

**6. Operations and Facilities Division:**

6.1 Verbal Update on Capital Projects

6.2 Ontario Ministry of Natural Resources and Forestry Intent to Participate 2022

- approval of this report will agree with the recommendation of Administration to agree to partner with the Ministry of Natural Resources and Forestry for aerial orthophotography under the 2022 Northwestern Ontario Orthophotography Project.

[COW O&F 2021June28 Agreement to partner in 2022 NWOOP](#)

**7. General:**

7.1 Covid 19 Update

**8. Information:**

8.1 2021 Statement of Operations - General Fund

2021 Statement of Operations - Water Fund

2021 Statement of Operations - Sewer Fund

[COW INFO 2021 May- General Fund](#)

[COW INFO 2021 May- Water Fund](#)

[COW INFO 2021 May- Sewer Fund](#)

8.2 2021 Capital YTD vs Budget - May 2021

[2021 Capital YTD vs Budget - May 2021](#)

8.3 Mill Demolition Project Update

[COW INFO Mill Demolition Project Update 8](#)

8.4 G. Beck, POA Prosecutor - 2020 Statistics

[COW INFO POA Stats 2020](#)

8.5 G. Beck, POA Prosecutor - Jan 1-June 30 2021 Statistics

[COW INFO POA Stats Jan 1-June 30 2021](#)

**9. ADJOURNMENT**

REPORT

COMMITTEE OF THE  
WHOLE

June 28, 2021

A meeting of the Committee of the Whole of Council was held virtually on June 28, 2021 from 5:31 p.m. to 6:58 p.m.

PRESENT: Councillor R. Wiedenhoeft, Chairperson; Mayor J. Caul; Councillors M. Behan, W. Brunetta, A. Hallikas, D. Judson and J. McTaggart.

ALSO PRESENT: E. Slomke, Clerk, D. Galusha, Treasurer/Acting CAO, T. Rob, Manager of Operations & Facilities, A. Bisson, Recreation & Culture Manager, C. Vangel, CBO / Municipal Planner

**1. Call to Order at 5:31 p.m./ Roll Call**

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

**3. Delegations/Deputations:**

3.1 A presentation was made by A. Cox and M. Cox on behalf of Riverside Foundation for Health Care - Picture This Capital Campaign.  
- a resolution will be considered later tonight in Council.

3.2 A presentation was made by D. Kircher respecting the Crossroute Forest SFL.  
- a resolution will be considered later tonight in Council.

**4. Council Reports on Board & Committee Activity:**

4.1 Mayor June Caul - A Verbal Update was provided congratulating the OPP Drug Enforcement Team on recent local drug bust, update on Naicatchewenin First Nations evacuation, various community concerns respecting the international bridge, ESFL - wood allocation, railway to Rainier, new CAO decision and finally an update on a recent webinar for mayors delivered by George Cuff.  
Councillor Mike Behan - A Verbal Update was provided respecting activities of the Fort Frances Chamber of Commerce and recent webinar about Heart of Canada route.  
Councillor Wendy Brunetta - A Verbal Update was provided respecting the Northwestern Ontario Health Unit Board of Health, aLPHa conference, NOMA and Physician recruitment.  
Councillor Andrew Hallikas - A Verbal Update was provided respecting the Community safety & Well-being committee, Fort Frances Public Library and Technology Centre, NTAB appointment and various Rainy River District Social Services Administration Board matters.

**5. Consent Agenda:**

5.1 FFCBC Request Letter  
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to approve the request as outlined in this report and attached map, as well as waiving the building permit fee of \$57.00.

183 Behan - Brunetta: THAT the matters listed on the Consent Agenda be referred to the Consent Agenda for the Regular Meeting of Council later tonight for approval being items # 5.1, 5.2, 5.3, ~~5.4~~, 5.5, 5.6, 5.7 and 5.8.

CARRIED



- 5.2 Newfort Request for SPCA Deposit Return - 814 Scott Street  
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to return the letter of credit subject to conditions outlined in this report.
- 5.3 Permit Fee Waiver Request  
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to waive building / demolition permit fees for the renovations at the Memorial Sports Centre and demolition of the Mowat Nursing Station.
- 5.4 Summer Programs  
- approval of this report will agree with the recommendation of the Community Services Executive Committee to reverse the original decision to cancel Summer Programs as outlined in this report.
- This item was pulled by Councillors Brunetta and Judson. A discussion took place. Council agreed to modify the wording in the resolution which will be considered later tonight.
- 5.5 CMOG Application  
- approval of this report will agree with the recommendation of the Community Service Executive Committee to submit the CMOG application as outlined in this report.
- 5.6 Royal Canadian Legion Manitoba / NW Ontario Command Advertising  
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve an advertisement of 1/10 page (Business Card B&W) size in the "Military Service Recognition Book" in the amount of \$205.00.
- 5.7 Investment Management  
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve transferring most of the reserve funds in the short-term to the High Interest Savings Account, and further that the Treasurer will work with ONE Investment advisors to determine a diversified portfolio that will meet the needs of the Town of Fort Frances.
- 5.8 Collections Policy Update  
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve the Collection Policy number 1.9 as presented.

**6. Operations and Facilities Division:**

- 6.1 A Verbal Update on Capital Projects was provided by T. Rob, Manager of Operations & Facilities.
- 6.2 Ontario Ministry of Natural Resources and Forestry Intent to Participate 2022  
- approval of this report will agree with the recommendation of Administration to agree to partner with the Ministry of Natural Resources and Forestry for aerial orthophotography under the 2022 Northwestern Ontario Orthophotography Project.

**7. General:**

- 7.1 A Covid 19 Update was provided by Mayor Caul.

**8. Information:**

The following five items were received.

- 8.1 2021 Statement of Operations - General Fund

8.2 2021 Capital YTD vs Budget - May 2021

8.3 Mill Demolition Project Update

8.4 G. Beck, POA Prosecutor - 2020 Statistics

8.5 G. Beck, POA Prosecutor - Jan 1-June 30 2021 Statistics

## **9. ADJOURNMENT**

9.1 The meeting adjourned at 6:58 p.m.

184 Brunetta - Hallikas: THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed.

CARRIED

R. Wiedenhoeft, Chairperson

E. Slomke, Clerk

## Tab 5

Administration & Finance Division  
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Fax: (807)274-7360

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Community Service Division  
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Email: [town@fortfrances.ca](mailto:town@fortfrances.ca)  
[www.fortfrances.ca](http://www.fortfrances.ca)

June 29, 2021

Mr. Geoff Gillon  
Executive Director  
Rainy River Future Development Corporation  
601 Mowat Avenue  
Fort Frances, ON  
P9A 1Z2

Dear Mr. Gillon,

In accordance with section 22.5(b) the agreement between Rainy River Future Development Corporation (RRFDC) and the Town of Fort Frances (The Town), I am requesting a formal report on the Sustainable Forest License and the Boundary Water Forest Management Corporation (BWFMC), specifically a full update on at least the following items:

1. An up-to-date list of the shareholders of the BWFMC.
2. Details of the ownership structure, including how many shares, and the types of shares each shareholder of the BWFMC holds.
3. The specific wood fiber allocations for each shareholder or party utilizing the supply from the Boundary Waters Forest.
4. All pertinent details regarding the current enhanced Sustainable Forest License (eSFL) for the Boundary Waters Forest, and the previous Sustainable Forest License (SFL) for the Crossroute and Sapawe Forests, including wood allocations.
5. Details how the BWFMC has ensured that wood fiber from this Boundary Waters Forest is being utilized or will be utilized in the Rainy River District to support the development, and long-term sustainability of new and existing businesses in the Rainy River District.
6. The long-term availability of wood fiber from the Boundary Waters Forest.
7. An outline how the recently announced upgrade to the Resolute Sawmill in Thunder Bay, will impact, or may impact, the wood supply for the Town of Fort Frances, and the Rainy River District.
8. All pertinent details relating to the wood supply allocated for the Rainy River District and activities by the BWFMC, as well as any other parties.

The Town of Fort Frances is requesting a written report on the above noted items no later than Wednesday July 7, 2021. Please be advised that, upon receipt of the report, I may request the presence of a representative from the RRFDC to present their report to the whole of Council at the meeting scheduled for Monday July 12, 2021.

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Sincerely,

A handwritten signature in black ink that reads "June Caul".

Mayor June Caul

Town of Fort Frances

cc. Rainy River Future Development Corporation Board Chair

## Tab 6

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June 30, 2021

Mr. Geoff Gillon  
Executive Director  
Rainy River Future Development Corporation  
601 Mowat Avenue  
Fort Frances, ON  
P9A 1Z2

RE: Conduct of Rainy River Future Development Corporation (RRFDC) Representatives

Dear Mr. Gillon,

I find it important to bring to your attention the recent conduct of Tannis Drysdale who is contracted through the RRFDC to provide economic development services to the Town of Fort Frances. Specifically, we wish to address her conduct at recent meetings and during recent phone conversations.

The first issue we wish to address occurred on June 9, 2021, at the meeting of the Economic Development Executive Committee during an in-camera discussion. During this discussion, Town staff, and members of the Fort Frances Power Corporation (FFPC) staff were presenting an item related to the FedNor application prepared by the Town related to the FFPC Microgrid project. Shortly after the start of the presentation, Ms. Drysdale interrupted the presenters, made an 'X' sign with her arms, and indicated that this item was not appropriate for discussion at the meeting. Furthermore, during this item, she also texted Cody Vangel, our Chief Building Official / Municipal Planner, advising him to not answer a question posed by a member of council related to the topic of discussion. Please note that as a Consultant, Ms. Drysdale does not supervise staff, and furthermore, it is not appropriate for her to direct staff to not respond to Council during a meeting of an Executive Committee of Council. It is our understanding that she indicated to Mr. Vangel that she believed that one of the members of the Committee may have had a conflict of interest. Please be advised that according to procedure, members of the committee bear the responsibility to declare the conflict, and it is not appropriate for an independent consultant to unilaterally direct that discussion be shut down.

Please note that this grant application is time sensitive and the Microgrid project may have a significant impact to the Town and the long-term operations of the FFPC. Furthermore, the FFPC has already engaged another consultant to work on this project, Mr. Daria Babaie.

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In addition to this incident, on June 15, 2021, I had a phone call with Ms. Drysdale, where I told her that I had some questions for her and Mike Willick about the Boundary Water Forest Management Corporation, wood rights, and whether or not Fort Frances and the Rainy River District are able to see the benefit. These are questions that she should have been able to easily answer given that she has been our representative for many years on this file. Unfortunately, instead of allowing me to ask the question, she became very agitated and raised her voice at me then hung up. I have yet to hear anything back from her.

It is simply not acceptable for a contracted consultant to behave this way towards our staff, community partners, and members of Council. Please be advised that if this conduct continues, we will be forced to look elsewhere for these services.

However, as you are aware, the Town and RRFDC have a long history of collaboration and it is my sincere wish to see that continue. Given the transition our local economy is undergoing, it is important for us to work together as a team. Given that we all want the best for this community, and the Rainy River District, we are optimistic that we can resolve this matter, and move forward together to address our economic development challenges.

Please feel free to reach out to me at any time to discuss this matter further, I trust you will take the appropriate steps to address and rectify the situation.

Sincerely,

A handwritten signature in black ink that reads "June Caul".

Mayor June Caul

Town of Fort Frances

cc. Rainy River Future Development Corporation Board Chair



## **Tab 7**



**RAINY RIVER FUTURE  
DEVELOPMENT CORPORATION**  
A Community Futures Development Corporation

July 7, 2021

Mayor Caul  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON  
P9A 3P9

Dear Mayor Caul,

Please find attached the report requested.

Further, we are in receipt of a letter from Mayor Caul dated June 30, 2021, which relates to allegations made against staff of RRFDC. This correspondence is in addition to the letter from Mayor Caul dated June 29, 2021, requesting a report enclosed herein. It is unclear whether Mayor Caul is communicating with RRFDC on her own accord or under some other authority.

Article 25 of the Service Agreement between Fort Frances and RRFDC states the following:

"The CAO of the Town will be the contractor, RRFDC official contact, and the contractor, RRFDC will report to the CAO as needed between meetings. In addition, the RRFDC will report to the Economic Development Executive Committee at each regular meeting, unless otherwise specified by the committee, and will receive direction from the Committee and Council as a whole."

It is our understanding that Mr. Brown has retired as CAO. As a result, our interpretation of Article 25 is that directions are to come from the Economic Development Executive Committee and/or Council as a whole. Can you please clarify the municipality's understanding of the reporting structure?

RRFDC does intend on responding to the letter dated June 30, 2021.

Sincerely,



Geoff Gillon  
Executive Director

Cc: L. Slomke, K. Haney, M. Behan, W. Brunetta, A. Hallikas, D. Judson, J. McTaggart, R. Wiedenhoeft,  
RRFDC Board of Directors



## Tab 8

## RE: [External] Response to Mayor Cauls Letters

Geoff Gillon <geoff@rrfdc.on.ca>

Wed 2021-07-07 12:50 PM

To: June Caul <jcaul@fortfrances.ca>

Hi June,

You do have the authority to ask questions, we are only concerned about process.  
Your second letter is sensitive and we need time to process.

Please review Mike Willick's report as it may answer some of your question.

Geoff

-----Original Message-----

From: June Caul <jcaul@fortfrances.ca>

Sent: Wednesday, July 7, 2021 11:40 AM

To: Geoff Gillon <geoff@rrfdc.on.ca>

Subject: RE: [External] Response to Mayor Cauls Letters

Hi Geoff. I have been involved in the CAO role along with Administration since Doug Brown retired, so I do feel I have the authority to ask questions on behalf of Council concerns. Also, when a phone call is negatively impacting me, I certainly have the right to act. If you wish to discuss this further, please call me.

Thank you,

June

-----Original Message-----

From: Geoff Gillon <geoff@rrfdc.on.ca>

Sent: July 7, 2021 11:09 AM

To: June Caul <jcaul@fortfrances.ca>

Cc: Lisa Slomke <lslomke@fortfrances.ca>; wbrunetta@fort-frances.com; mbehan@fortfrances.com; Douglas Judson <djudson@fortfrances.ca>; Andrew Hallikas <ahallikas@fortfrances.ca>; John McTaggart <jmctaggart@fortfrances.ca>; Rick Wiedenhoeft <rwiedenhoeft@fortfrances.ca>; Karyn Haney <khaney@fortfrances.ca>

Subject: [External] Response to Mayor Cauls Letters

[EXTERNAL]

Dear Mayor Caul,

Please find our response to your letters.

If you have any questions please let us know.

Geoff Gillon

Executive Director.

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

## Tab 9

**Response to Mayor Caul's Letter of June 29<sup>th</sup>, 2021 -List of Attachments**

1. Letter of June 29<sup>th</sup>, 2021
2. Report to Mayor Caul
3. List of Shareholders
4. Boundary Waters Forest Management Corp. – Directors
5. Targeted Wood Supplies for the Forest
6. Forestry Businesses Supporting the Fort Frances Economy

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June 29, 2021

Mr. Geoff Gillon  
Executive Director  
Rainy River Future Development Corporation  
601 Mowat Avenue  
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P9A 1Z2

Dear Mr. Gillon,

In accordance with section 22.5(b) the agreement between Rainy River Future Development Corporation (RRFDC) and the Town of Fort Frances (The Town), I am requesting a formal report on the Sustainable Forest License and the Boundary Water Forest Management Corporation (BWPMC), specifically a full update on at least the following items:

1. An up-to-date list of the shareholders of the BWPMC.
2. Details of the ownership structure, including how many shares, and the types of shares each shareholder of the BWPMC holds.
3. The specific wood fiber allocations for each shareholder or party utilizing the supply from the Boundary Waters Forest.
4. All pertinent details regarding the current enhanced Sustainable Forest License (eSFL) for the Boundary Waters Forest, and the previous Sustainable Forest License (SFL) for the Crossroute and Sapawe Forests, including wood allocations.
5. Details how the BWPMC has ensured that wood fiber from this Boundary Waters Forest is being utilized or will be utilized in the Rainy River District to support the development, and long-term sustainability of new and existing businesses in the Rainy River District.
6. The long-term availability of wood fiber from the Boundary Waters Forest.
7. An outline how the recently announced upgrade to the Resolute Sawmill in Thunder Bay, will impact, or may impact, the wood supply for the Town of Fort Frances, and the Rainy River District.
8. All pertinent details relating to the wood supply allocated for the Rainy River District and activities by the BWPMC, as well as any other parties.

The Town of Fort Frances is requesting a written report on the above noted items no later than Wednesday July 7, 2021. Please be advised that, upon receipt of the report, I may request the presence of a representative from the RRFDC to present their report to the whole of Council at the meeting scheduled for Monday July 12, 2021.



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Sincerely,

A handwritten signature in dark ink, appearing to read 'June Caul'. The signature is fluid and cursive.

Mayor June Caul

Town of Fort Frances

cc. Rainy River Future Development Corporation Board Chair

## **Report to Mayor Caul**

### **Boundary Waters Forest Management Corp.**

In response to a request by Mayor Caul on June 29, 2021, (Appendix 1) concerning the Sustainable Forest Licence and Boundary Waters Forest Management Corp., the following is a summary response to each of the eight questions posed.

**1. An up-to-date list of the shareholders of the BWPMC.**

Appendix 2 is the listing of shareholders of BWPMC as described in Schedule B of the Shareholder Agreement.

This information has previously been shared with Mayor Caul and various Council committee members as follows:

- October 2, 2019, during a facilitated meeting organised for parties interested in the transfer of the SFL held at the Rendezvous hotel. Lorne Morrow presented the all the details of the new corporation to the group including the Mayor and RRFDC representatives.
- January 29, 2020, a briefing note prepared by M. Willick outlining the creation of BWPMC.
- September 9, 2020, a briefing note prepared by M. Willick to provide a status update on BWPMC.
- November 23, 2020, during a presentation by M. Willick at the Fort Frances Town Council meeting to explain the establishment of BWPMC.

**2. Details of the ownership structure, including how many shares, and the types of shares each shareholder of the BWPMC holds.**

There are two classes of shares:

Class A shares are voting, redeemable Common shares issued to First Nations, Metis, Economic Development entities, Independent Harvester Association and Consumption Rights holders. There are 1200 Class A shares distributed. 600 shares are distributed to community interests (First Nations, Metis, and municipal economic development entities and 600 are distributed to forest industry interests (consuming mills and logging contractors). Appendix 2 details the distribution of the shares amongst shareholders.

Twelve directors vote the 1200 Class A shares with each director holding equal voting rights. Appendix 3 is a listing of the directors for BWPMC.

In summary the distribution of Class A Shares and director representation is as follows:

- The two largest consumers (Resolute and Norbord) each hold 100 Class A shares. Each of the two major consuming mills are represented by one director.
- The two Pine mills (Manitou Lumber and Nickle Lake) each hold 50 Class A shares and are represented by one director.
- The logging operators include the Triple F Independent Operators Inc. holding 200 Class A shares and represented by two directors and Rainy Lake Tribal Resources Management Inc. holding 100 Class A shares and is represented by one director.
- Seven First Nations hold in aggregate 300 Class A shares (42.86 shares each) and are represented by 3 directors.
- The Metis Nation of Ontario holds 100 Class A shares and is represented by 1 director.
- The economic development entities (RRFDC and Atikokan Economic Development Corporation) each hold 100 Class A shares and are each represented by one director.

Class B shares are non-voting redeemable Common Shares issued to consumption rights holders. Class B shareholders vote only on specific financial decisions as defined in the Shareholder Agreement when there is not a unanimous vote by Class A shareholders.

Class B shares are issued to Class B shareholders based on proportion of harvest volume commitment from the Forest as determined by the Minister of Natural Resources and Forestry. The primary purpose of the Class B shares is to provide direction to the proportional sharing of costs. Only consuming mills pay for the operational and management costs up-front based on committed volumes irrespective of consumption.

This information has previously been shared with Mayor Caul and various Council committee members as follows:

- October 2, 2019, during a facilitated meeting organised for parties interested in the transfer of the SFL held at the Rendezvous hotel. Lorne Morrow presented the details of the new corporation to the group.
- In a January 29, 2020, briefing note prepared by M. Willick outlining the creation of BWFMC.
- In a September 9, 2020, briefing note prepared by M. Willick to provide a status update on BWFMC.
- November 23, 2020, during a presentation by M. Willick at the Fort Frances Town Council meeting to explain the establishment of BWFMC.

3. **The specific wood fiber allocations for each shareholder or party utilizing the supply from the Boundary Waters Forest.**

As a condition of the transfer of the licence from Resolute Forest Products to BWPMC the Minister stipulated that wood supply commitments in place under the SFL issued to Resolute would be continued into the SFL issued to BWPMC. Wood supply commitments created by the Minister were not altered during the SFL transfer process.

Appendix 4 outlines the Target Wood Supplies for the Forest as described in Schedule C of the Shareholder Agreement. This table describes the proportion of consumption rights by species to each consuming mill and applies that proportion to the planned allowable cut for the 10-year management period to forecast annual volumes available to each consuming mill by species.

This information has previously been shared with Mayor Caul and various Council committee members as follows:

- October 2, 2019, during a facilitated meeting organised for parties interested in the transfer of the SFL held at the Rendezvous hotel. Lorne Morrow presented the details of the new corporation to the group.
- In a January 29, 2020, briefing note prepared by M. Willick outlining the creation of BWPMC.
- In a September 9, 2020, briefing note prepared by M. Willick to provide a status update on BWPMC.
- November 23, 2020, during a presentation by M. Willick at the Fort Frances Town Council meeting to explain the establishment of BWPMC.

It should be noted that the White Birch and Poplar assigned to Resolute moves to Norbord through a business-to-business agreement.

Also of note is that BioPower SE has chosen not to sign onto the Shareholder Agreement making the 65,525 m<sup>3</sup> of Birch and Poplar uncommitted and available on the open market. This volume is associated with the former Sapawe Forest to the north and east of Atikokan.

**4. All pertinent details regarding the current enhanced Sustainable Forest Licence (eSFL) for the Boundary Waters Forest, the previous Sustainable Forest Licence (SFL) for the Crossroute and Sapawe Forests, including wood allocations.**

An SFL is issued to provide for sustainable management of the forest. Declaring which mill has the right to consume portions of the wood supply is an important but largely non-negotiable element of the SFL. As was noted earlier, one of the principles under which the SFL was transferred to BWPMC was that the Minister's wood supply commitments would not be changed as result of the licence transfer. Wood allocations were not changed because of the transfer of the SFL.

This information has previously been shared with Mayor Caul and various Council committee members on these occasions:

- October 2, 2019, during a facilitated meeting organised for parties interested in the transfer of the SFL held at the Rendezvous hotel. Lorne Morrow provided details of the new corporation.
- In a January 29, 2020, briefing note prepared by M. Willick outlining the creation of BWPMC.
- In a September 9, 2020, briefing note prepared by M. Willick to provide a status update on BWPMC.
- November 23, 2020, during a presentation by M. Willick at the Fort Frances Town Council meeting to explain the establishment of BWPMC.

A subtle but significant change with the new SFL is that all the fibre from the Forest that was committed to Resolute under the former SFL is now committed to BWPMC. While BWPMC must honour the Minister's wood supply commitment to Resolute whereby all the merchantable Spruce Pine and Fir must be made available to Resolute, Resolute no longer controls or determines the use of the other species (excepting the small volume of hardwood committed to Resolute but moved to Norbord through a business arrangement). This provides BWPMC opportunities related to uncommitted volumes, uncommitted species and those associated with bio-mass opportunities.

**5. Details how the BWPMC has ensured that wood fibre from this Boundary Waters Forest is be utilized or will be utilized in the Rainy River District to support the development, and long-term sustainability of new and existing businesses in the Rainy River District.**

Economic benefits accrue from the holding the SFL both because of mill facilities consuming the wood supply and the through the provision of forest management services and operational control. Economic benefit resulting from mills is easily recognizable, while the benefits of local management, control, decision-making, and business certainty provides a more subtle but real benefit to the district. The four district mills, the contractors and the communities all benefit from the local inclusive management provided by BWPMC.

The wood supply commitments to the four consuming mills who are Class B shareholders from the Forest (Manitou Forest Products, Nickle Lake Lumber, Resolute and Norbord) clearly support the long-term sustainability of the businesses in the district. Direct involvement in decision making by the logging contractors provides them with business certainty and cost reduction benefits. Community interests ensure benefits accrue to the district through local businesses, services, and job creation.

A key feature of the SFL issued to BWPMC is that the control, decision-making, and management has been localized within the district. Local businesses, local consuming mills and community interests make the decisions for the forest within the context of Minister's wood supply directions and sustainable forest management guidelines. Local businesses have input into the costs of running the Forest and certainty regarding their operations. This is a significant improvement from the days where all decisions were being made in Thunder Bay or Montreal without any local discussion. Economic benefits are flowing to the district because of local control of the SFL.



The Shareholder Agreement has provisions that encourage the full use of the annual available wood supply. If harvesters are unable or unwilling to harvest and deliver their commitment, the Shareholder Agreement has mechanisms to have this fibre harvested and delivered to the consuming mill within the district.

Similarly, if a consuming mill is unable or unwilling to use their total committed wood supply, mechanisms are available to have this wood consumed first within the district and secondly outside the district. It is important to remember that BWPMC strives to maximize the use of the annual sustainable wood supply to create local economic activity, create jobs and reduce the average operating cost for BWPMC. Short term redirections of harvest volumes will be relatively simple, while longer term redirection of committed volumes will require the creation of a history of underutilisation and possibly dispute resolution.

#### **6. The long-term availability of wood fibre from the Boundary Waters Forest.**

The current forest management plan for the Boundary Water Forest in table FMP-13 indicates the following volumes available for the ten-year period of 2020 – 2030:

	<u>Net Merchantable Fibre</u>	<u>Undersized and Defect</u>	<u>Totals</u>
Conifer	7,491,825 m3	5,494,866 m3	12,990,691 m3
Hardwood	5,141,119 m3	5,799,375 m3	10,940,494 m3
Totals	12,632,994 m3	11,294,241 m3	

It should be noted that only the net merchantable volumes of Jackpine, Spruce, Fir, White Birch and Poplar and a portion of the White and Red Pine are planned for at this time. The underutilized (White and Red Pine, Larch, Cedar, and other hardwoods), undersized and defect volumes represent an opportunity for BWPMC and the district.

In a presentation in Fort Frances dated September 5, 2019, to Minister Rickford, Mayor Caul, various councillors and representatives from the RRFDC, Ministry of Natural Resources and Forestry staff showed data that forecast a drop in available net merchantable SPF volume from the Boundary Waters Forest to approximately 600,000 for the period of 2030 – 2040. After 2049, the modeling predicts an upturn in available SPF in later decades.

The MNRFC calculations for Poplar showed an increase in the Poplar volumes during 2030 – 2040 period followed by a decline over the next several decades.

During the preparation of the forest management plan for the Boundary Waters Forest in 2019, Mayor Caul signed a letter to Philip Cooze, a forester with MNRFC expressing a concern over the possible reduction in the available harvest volume forecast by about 30% due to choices in the forest

management planning process. This letter was in response to the Town's concern of the MNRF posting of possible impacts of the draft forest management plan for the Boundary Waters Forest.

**7. An outline how the recently announced upgrade to the Resolute Sawmill in Thunder Bay, will impact, or may impact, the wood supply for the Town of Fort Frances, and the Rainy River District.**

Resolute Forest Products made a business decision to expand their Thunder Bay sawmill and announced the decision in June. Since the expansion announcement was not predicated on a change in wood supply commitment from the Boundary Waters Forest, there was no need for Resolute to consult with BWPMC when making their business decision. The Resolute wood supply commitment from the Boundary Waters Forest remains as it was before the expansion announcement.

As a practical matter, Resolute holds many wood supply commitments across Northwestern Ontario representing very significant volumes. Most of these wood supply commitments closely surround the Thunder Bay mill complex and on average, are much closer to Thunder Bay than any fibre they might bring from the Fort Frances area. Resolute has confirmed that fibre that was previously not committed by the Minister has come available to Resolute from forests east of Thunder Bay to support their mill expansion plans.

Since the confidential business plan prepared by Resolute to justify this expansion in Thunder Bay is not a public document and Resolute does not plan to request an increase in SPF volume commitment from the Boundary Waters Forest, BWPMC has no authority or interest in questioning the wood supply contemplated for the Thunder Bay mill expansion.

From the available information, it is reasonable to conclude that the recent announcement by Resolute will have no impact on the wood supply for the Town of Fort Frances or the Rainy River District.

**8. All pertinent details relating to the wood supply allocated for the Rainy River District and activities by the BWPMC, as well as any other parties.**

To answer this question, one should consider how the wood supply provided by the Boundary Waters Forest compares to the fibre demands of the mills operating in the district. It is important to acknowledge that many businesses in Fort Frances are very much dependent upon a vibrant forest sector. Appendix 5 is a listing of forestry related businesses in the area that support the Fort Frances economy.

The two pine mills, Manitou Lumber and Nickle Lake Lumber, consume all the pine logs currently produced on the Forest. There is no commitment of pine logs to an out of district mill. There does appear to be a small surplus of pine logs on the Forest that could support an expansion to the existing

mills or allow for a new sawmill entrant into the district. BWPMC will consider these opportunities for the district in the future.

Norbord requires more poplar than the Boundary Water Forest can produce. Norbord uses all the Poplar on the Boundary Waters Forest and purchases poplar from outside the district to maintain their milling operations within the district. As such, the district benefits from poplar logs imported from other forests outside the district. The Norbord demand for White Birch closely matches what the Forest grows.

The wood demand for the Bio Power operation in Atikokan from the Boundary Waters Forest remains unresolved. At present Bio Power has chosen not to become a member of BWPMC and opts to purchase wood (largely White Birch) on the open market from the Boundary Waters Forest and other forests east of Atikokan. In recent years, Bio Power has imported their wood supply from forests outside the Rainy River District, effectively creating economic benefit locally using non-local wood fibre. BWPMC is working to resolve the wood supply earmarked for Bio Power and ensure the available volume is consumed by a mill within the district. One must recognise that Bio Power is providing jobs and economic benefits to the district, so it is important that a solution is devised that does not compromise the future of Bio Power.

The Resolute sawmill in Sapawe is a significant economic driver for the district. The mill in Sapawe draws sawlogs largely from the Boundary Waters Forest but also from several other forests. The difficulty faced by Resolute is in the consumption of the smaller wood that traditionally had been pulpwood. Resolute has found that it is not economically viable to haul pulpwood from the west end of the district to Thunder Bay. It is also an economic challenge to haul small diameter sawlogs from the west end of the district to Sapawe.

In the past, Norbord has used a significant volume of small diameter SPF pieces and tops that are a by-product of producing sawlogs. Norbord finds this material produces poor quality OSB and is difficult to process. In addition, the Provincial stumpage system that reflects finished product market prices has driven the stumpage cost of the tops and small diameter pieces to a point where using the material for OSB furnish is not economical. Utilization of small diameter SPF remains a challenge for BWPMC.

Since the announcement of the closure of the Fort Frances pulpmill and the establishment of BWPMC, there have been several representations to BWPMC concerning wood supply from the Boundary Waters Forest. All have been rebuffed by BWPMC because either the wood supply is already committed, or the proposal did not involve an investment in the district and simply involved hauling fibre out of the district to be processed elsewhere.

## Summary

After 18 months of effective forest management, the new forest tenure model that was put in place for the Boundary Waters Forest has shown to be most successful and in fact, a model for the province.



Local control of management and operational decisions ensures that local interests are protected. Local forest harvesters and district mills have certainty and input into decisions affecting their operations and costs. Local economic development entities know of business and service contract opportunities early on and directly influence decisions that have impact on local communities. First Nations and Metis people are at the table when business and employment opportunities are considered so that they have an opportunity to realise benefits from the partnership.

Some were disappointed not able to undo Minister's wood supply commitments and redirect fibre to other locations as the SFL was transferred. However, without the assurance that wood supply commitments would be protected if the SFL were to be transferred, or significant political intervention, the licence transfer to Boundary Waters Forest Management Corp. would not have occurred.

Now the Board of Directors for BWPMC can take a broader view of the potential offered by the Forest and seek out opportunities to grow the district economy. This opportunity is often overlooked when a large forest industry consumer has sole management responsibility for the forest and must focus on their bottom line and primary business interests.

M. Willick R.P.F.  
July 7, 2021

Appendix 2

**SCHEDULE B: LIST OF INITIAL SHAREHOLDERS**

<b>NAME</b>	
	<b>Class A</b>
Atikokan Economic Development Corporation	100
First Nations (seven First Nations – each issued 42.857 shares)	300
Independent Operators Association	200
Norbord	100
Resolute	100
Métis Nation of Ontario (representing 4 Métis Community Councils)	100
Rainy Lake Tribal Resource Management Inc.	100
Rainy River Future Development Corporation	100
Nickel Lake Lumber, Manitou Forest Products	100
<b>TOTAL Class A SHARES</b>	<b>1200</b>

<b>NAME</b>	<b>Class B</b>
Norbord Inc.	248
Resolute	708
Manitou Forest Products	22
Nickel Lake Lumber	22
<b><u>TOTAL Class B Shares</u></b>	<b>1000</b>

## **Boundary Waters Forest Management Corp. Directors**

<b>Name</b>	<b>Representing</b>
Gary Both	Rainy Lake Tribal Resource Management Inc.
Blaine Degagne	Independent Loggers
Brian Gouliquer	Metis Nation
Dale Kaemingh	Manitou Forest Products
Martin Kaiser	Resolute Forest Products
Rick Ksiezopolski	Norbord
Don McCool	Independent Loggers
Garry McKinnon	Atikokan Economic Development Corp
Chief Brian Perrault	Couchiching First Nation
Glen Smith	Naicatchewenin First Nation
Michael Willick	Rainy River Futures Development Corp
Chief Will Windego	Nigigoonsiminikaaning First Nation

# SCHEDULE C: TARGET WOOD SUPPLIES FOR THE FOREST.

Consumer Mills: % Consumption Rights by Species				
Company	BW	PO	PWR	SPF
Norbord	40.50%	58.21%	0.00%	0.00%
Nickel Lake Lumber	0.00%	0.00%	50.00%	0.00%
Resolute	24.72%	34.36%	0.00%	100.00%
Manitou FP	0.00%	0.00%	50.00%	0.00%
BioPower SE*	34.78%	7.42%	0.00%	0.00%
Total	100.00%	100.00%	100.00%	100.00%

\*Consumption Rights are contingent on executing an MOA with Boundary Waters Forest Management

Consumer Mills: 2020 - 2030 Plan Allocation Volume (m3/year)				
	BW	PO	PWR	SPF
Plan AAC Volume (m3)	100,030	414,080	50,000	637,000
	Company Allocations			
Norbord	40,515	241,047	-	-
Nickel Lake Lumber	-	-	25,000	-
Resolute	24,726	142,297	-	637,000
Manitou FP	-	-	25,000	-
BioPower SE*	34,789	30,736	-	-
Total	100,030	414,080	50,000	637,000
				1,201,110
				100.00%

\*Consumption Rights are contingent on executing an MOA with Boundary Waters Forest Management

## Forestry Businesses Supporting the Fort Frances Economy

Trucking	Processing	Services
Christian Brothers	West Fraser (Norbord)	Busches Auto
Leon Degagne Equipment	Manitou Forest Products	Peterbilt
George Armstrong Limited	Nickle Lake Lumber	Piston Ring
Wasaw Enterprises	Titan Manufacturing	Intercity Supply
RGB Trucking		BWFMC
Williamson Trucking		
John Gravel Trucking		
Burkholder Trucking		
Others		

## Tab 10

# DOUGLAS W. JUDSON

COUNCILLOR, TOWN OF FORT FRANCES

July 13, 2021

Councillors  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

Dear Councillors:

**Re: Concerns Related to the Economic Development Portfolio**

I am writing in respect of two letters and related recent events which have come to my attention in my role as chair of the Economic Development Executive Committee [**EDEC**].

These letters have sidestepped proper processes and, in my view, needlessly and recklessly created challenges for the Town of Fort Frances' relationship with the Rainy River Future Development Corporation [**RRFDC**]. They have also alienated our longstanding economic advisors, and, left unchecked, they could harm our leadership position within the Boundary Waters Forest Management Corporation [**BWPMC**] by wrongly impugning our representative on its board.

These issues were alluded to in a letter from Geoff Gillon, Executive Director of the RRFDC, dated July 7, 2021, enclosed herewith. The letters from the Mayor that Mr. Gillon is referring to in his correspondence are also enclosed herewith. They were sent by the Mayor to the RRFDC on June 29 and 30, 2021. Both were sent on Town of Fort Frances letterhead, but by my understanding, their content, intent, and tone were in no way contemplated, authorized, or directed by Council or EDEC at any time.

Moreover, despite these letters dealing with the business and proceedings of EDEC, I was given no input or advanced warning of these letters by the Mayor or any staff members involved. In fact, I was only made aware of these letters by the RRFDC, after they had received them, on the assumption that I had knowledge of their contents.

**1. The Letter of June 29, 2021**

The first letter concerns the Boundary Waters Forest. This letter triggered the deputation and report that Council received at last night's meeting of Committee of the Whole. As members of Council know, the RRFDC is a shareholder in the BWPMC, which is the license-holder for this forest region. The letter made a long list of informational demands, which it asked to be submitted to Council as a "formal report" no later than July 7, 2021.

As I pointed out last night when this report was presented, all of the information which was requested in the Mayor's letter was information which has been readily (if not publicly) available and reported several times to Council in various forums and on various dates. The report particularizes these occasions. Much of this information also lives on in Council meeting agendas and minutes. The subject matter is also all germane to the RRFDC's two-year workplan, which is reported on monthly to EDEC, where the Mayor and committee members can ask questions.

As a result of the Mayor's demand and the false urgency she instituted, the report was generated by the RRFDC over the Canada Day long weekend. When I inquired last night, I was informed that this

generated a consultant bill of over \$4,000 for the municipality. In my view, this is an unacceptable waste of public money to get answers we have already received or have sufficient access to.

I am also gravely concerned that the Mayor's letter to Mr. Gillon unlawfully makes demands pursuant to the municipality's service agreement with the RRFDC. As the Mayor will know from our recent negotiations to finalize this agreement, it plainly specifies that it is the CAO that is our representative for the purpose of this contract and who is responsible for communicating with the RRFDC. This is consistent with every other contract the municipality has, on top of the established separation of roles and responsibilities between Council and administration which is set out in law and policy. When the RRFDC indicated that communications must come from the CAO, the Mayor replied to indicate that she was acting in this role. I have seen this email correspondence.

To be clear: the Mayor is not, has never been, and cannot legally become the Acting CAO or otherwise perform these duties, and to do so is a violation of the *Municipal Act, 2001*. Aside from the fact of these unlawful representations and the lack of Council direction for the Mayor to make them, it is also simply not appropriate for elected officials to be making managerial or contractual demands of this nature on behalf of the municipality.

## **2. The Letter of June 30, 2021**

On July 5, 2021, a second letter from the Mayor to the RRFDC was brought to my attention. This letter, dated June 30, 2021, makes numerous accusations and complaints about Tannis Drysdale, our Economic Development Officer. The complaints appear to be made in the Mayor's own capacity, but again, the letter is sent on the municipality's letterhead, without authorization or direction from Council or EDEC.

Most of the complaints in the Mayor's letter are allegations about Ms. Drysdale's conduct at the EDEC meeting of June 9, 2021, which I chaired. At no time did any person at that meeting raise a point of order or otherwise interject about any of the behaviour the Mayor describes. I also witnessed no such conduct during the meeting.

In any event, some of the conduct the Mayor now complains of does not strike me as improper. Ms. Drysdale raised concerns, in good faith, about the appropriateness of an item of discussion on our agenda related to a grant application being considered in a closed session. There were also legitimate questions – held by some members of Council – about our ability to meet in closed session with the community appointees to the committee present. No specific input or direction was sought from the committee for this item, so I generally agreed that there was no point in presenting the item to EDEC simply to have it re-presented to Council the following week.

In contrast, the Mayor's letter suggests that Ms. Drysdale intentionally obstructed the meeting to delay the progress of this item of business, which is patently false. This item was always going to be put before Council on June 14, 2021. Council did, in fact, hear this presentation at that time, as scheduled, and direction was given.

Finally, to the extent that there are concerns about Ms. Drysdale's communications with municipal staff during meetings or at any other time, these concerns should be made through the proper channels in the workplace. The Mayor's office is not the clearing house for employee grievances, nor should it be relaying them to third parties. To the extent that there are concerns with an agent, contractor, or employee of the municipality, these should be addressed by the appropriate manager and/or the CAO. If these concerns were raised within the administration, and an outside party (such as the RRFDC) needs to be engaged, that is also the CAO's job. Again, this is all governed by our service agreement with the RRFDC and various policies of the municipality. The Mayor's June 30, 2021 letter makes no reference to any policy governing her concerns about Ms. Drysdale. In my view, it is was an unsanctioned broadside, sent without authority or factual or legal foundation.



### **3. Communications with Economic Development Personnel**

The Mayor's letter of June 30, 2021 indicates that she had a phone call with Ms. Drysdale on June 15, 2021 to discuss the matters which, I presume, were eventually set out in her June 29, 2021 letter about the Boundary Waters Forest. I also presume that the Mayor contacted Ms. Drysdale on this date on the notion that she had Council's direction to do so. No direction to do this was given during the June 14, 2021 meeting of Council, and as the Mayor knows, members of Council cannot unilaterally give direction or make orders on behalf of the municipality.

The Mayor's June 30, 2021 letter goes on to make accusations about Ms. Drysdale's conduct towards her during their telephone call. I am not in a position to comment on a discussion that I was not present for. However, upon my inquiries, I was informed (i) that the Mayor asked Ms. Drysdale for Mike Willick's resignation, (ii) that the Mayor stated that she did not have confidence in Mr. Willick, and (iii) that the Mayor stated that she would be open to receiving Ms. Drysdale's resignation as well.

In addition, I was informed that the Mayor accused Ms. Drysdale, Mr. Willick and/or the RRFDC of withholding material information from Council about the Boundary Waters Forest and the terms of the Enhanced Sustainable Forest License. As Mr. Willick's report indicates at great length, this is untrue. All of the relevant information about the governance of the wood rights has been made available, on several occasions.

I cannot personally confirm the events of the June 15, 2021 phone call, but if true, these are shocking oversteps and abuses of office that must be investigated, and if necessary, addressed by Council immediately. The Mayor had no authority at law nor any direction from Council to make any such demands, insinuations, or statements on behalf of the municipality. No resolution was adopted to this effect, and as discussed above, the service agreement with the RRFDC precludes direction on the municipality's behalf from anyone other than the CAO. To the extent that the Mayor intended to admonish our Economic Development Officer, the Staff/Council Relations Policy (to the extent it is applicable) clearly prohibits this conduct by elected officials. The Code of Conduct also provides a benchmark for communications between members of Council and staff and agents of the municipality.

I am told that as a result of this telephone discussion and the Mayor's conduct towards her, Ms. Drysdale has informed the RRFDC not to renew her contract. I am also advised that Ms. Drysdale is aware of the Mayor's public comments during Council's deputation from David Kircher on June 28, 2021. In these remarks, the Mayor made false accusations, attributable to Ms. Drysdale and Mr. Willick, suggesting that they had withheld information from the municipality. This is untrue. The media has a recording of these comments, and aside from their inappropriateness, they may have exposed the municipality to a defamation action.

For Mr. Willick's part, he continues in his role, though I fear he is now aware of views the Mayor may have expressed about his service to the municipality. Mr. Willick is a career public servant and forestry professional. It bears noting that his role within the BWPMC is not purely as a servant of the Town of Fort Frances, and that as a director, he has broader duties at law to the corporation. The municipality, to my knowledge, has no unilateral power to appoint nor to remove him from this office because we do not hold the shares in the BWPMC. If he were to step down, Council should be concerned that an adverse party could assume the chair of the BWPMC board.

### **4. Direction of Municipal Staff**

The letters and communications above were offside, sent without appropriate authorization or direction of Council, and contrary to our policies and procedures.

While it appears that the Mayor enlisted Operations and Facilities Manager Travis Rob to issue both the June 29 and 30, 2021 letters, Mr. Rob was not the Acting CAO during any relevant period of time, nor is the actual Acting CAO copied on either of his emails to the RRFDC. As such, I am unclear under

what authority staff was taking part in the Mayor's efforts, and I believe Council is entitled to an explanation.

As Council knows, the *Municipal Act, 2001* requires the municipality to have in place a Staff/Council Relations Policy. As the Mayor will know from this policy (having placed it before Council herself as recently as November 2020), members of Council do not have authority to direct staff to perform (or not to perform) any duties. The policy draws a clear line between the roles of management and elected officials, which these letters clearly overstep.

## 5. Conclusion

It appears to me that the Mayor has acted outside of her authority, without the direction of Council, and contrary to our norms and protocols. I find myself disappointed that twice within a two-week period I have had to document a lack of transparency and respect for Council and its policies and processes.

In this case, the events which have unfolded have undermined the longstanding service of two key advisors to the municipality and committed servants to our community. These events have also jeopardized our strategic position within the BWPMC, and I fear that they have set back our relationship with the RRFDC. Moreover, they have risked legally frustrating our service contract with the RRFDC and their contracts with these consultants.

As chair of the committee directly implicated by the concerns raised in the Mayor's letters, I also take exception to what appear to be efforts to undermine its mandate and my role, as chair, in its meeting procedures. There is little point in maintaining a Council and sophisticated committee-based governance structure if the Mayor is going to substitute her own interests and will over that of Council when she finds it expedient to do so. The Mayor is not synonymous with the municipality, and does not have unfettered or actual authority to step into the shoes of the CAO, Council, or EDEC. Municipal resources should also not be exhausted to pursue baseless accusations presented by members of the public.

I expect further discussion of these issues will take place, perhaps including the Special Council Meeting that has been called for tomorrow. I do not believe this meeting is a proper use of a closed session and will not be attending. Based on the recent communications I have received from the Mayor, the evident interference with my rights as a councillor on July 9, 2021, and the materials attached to the agenda, I cannot conclude that this meeting has been scheduled for any good faith purpose.

Regards,



Douglas W. Judson

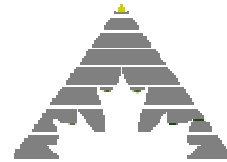
Encl. Letter from the Mayor to the RRFDC, dated June 29, 2021;  
Letter from the Mayor to the RRFDC, dated June 30, 2021;  
Letter from the RRFDC to the Mayor, dated July 7, 2021;  
Report from Michael Willick to the Town of Fort Frances, received July 12, 2021

C. Jordan Forbes, Acting CAO, Town of Fort Frances, *Via Email: jforbes@fortfrances.ca*;  
Mayor June Caul, Town of Fort Frances, *Via Email: jcaul@fortfrances.ca*

## Tab 11



**RAINY RIVER FUTURE  
DEVELOPMENT CORPORATION**  
A Community Futures Development Corporation



July 15, 2021

Mayor Caul  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON  
P9A 3P9

Dear Mayor Caul,

We are responding to a letter from yourself dated June 30, 2021, which relates to allegations made against staff of RRFDC. The RRFDC has reviewed the letter and discussed the matter with Chair of the Fort Frances Economic Development Executive Committee. It is his, and our, belief that Ms. Drysdale was acting in well within her scope of work when she provided advice to Mr. Vangel during the meeting. The EDEC is not a decision-making body and deferring the item to Council's in-camera session would have had no impact on the timing of the proposal.

In the matter of the telephone call, we have spoken to Ms. Drysdale and have determined that there is much more to the incident than you have made out in your letter to us. We understand that you made certain allegations regarding Mr. Willick, which impugned his professional integrity and conduct. This included an allegation that Mr. Willick withheld information from the Town. In the report to the Town of July 7<sup>th</sup>, 2021, we itemized that this was not the case, and we would request that you apologize to the RRFDC for your mistake. Hence the difficulty with the call.

Further to your call discussed above, the RRFDC acts at the discretion of Council, via communication with the CAO as per our contract. Your actions, acting independently of Council, compromise our ability to provide efficient and effective use of your resources. Please be advised that the RRFDC and our consultants reserve the right to pursue any damages due because of your defamatory allegations.

Sincerely,

Geoff Gillon  
Executive Director

Cc: L. Slomke, K. Haney, M. Behan, W. Brunetta, A. Hallikas, D. Judson, J. McTaggart, R. Wiedenhoef, RRFDC Board of Directors