

# TOWN OF FORT FRANCES

## AGENDA - August 9, 2021

### MEETING - held virtually

Page

1. **COUNCIL MEETING**  
(Session No. 073) 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 Letter from R. & B. Williams, First Street West residents re: Request Sidewalk Extension 4  
- will be referred to the Operations & Facilities Executive Committee for recommendation.
3. **Approval of Council Minutes: \***
  - 3.1 Session Nos. 070, 071 and 072 respectively dated July 6, 2021, July 12, 2021 and July 14, 2021
4. **Approval of Committee of the Whole Minutes: \***
  - 4.1 Session No. 079 dated July 12, 2021
5. **Resolutions from tonight's Committee of the Whole meeting**
6. **By-Laws:**
  - 6.1 By-law 38/21 being a by-law to authorize the execution of a site plan control agreement as a condition of development with Ryan Lundy (8th Street East). 5 - 15
  - 6.2 By-law 39/21 being a by-law to repeal by-law 37/20, being a by-law to authorize execution of a site plan control agreement as a condition of development with Friesen Five Inc. (814 Scott Street) 16
  - 6.3 By-law 40/21 being a by-law to approve an agreement with Stantec Consulting Ltd. for an Ice Plan Feasibility Study at Memorial Sports Centre (RFP 21-OF-03). 17 - 24

	Page
6.4 By-law 41/21 being a by-law to authorize the execution of an agreement with FerPal Construction for Trenchless Watermain Relining within the Town of Fort Frances awarded through the public tender process (21-OF-09).	25 - 31
6.5 By-law 42/21 being a by-law to approve an agreement with Tom Jones Corporation awarded through the tender process (21-OF-11).	32 - 38
6.6 By-law 43/21 being a by-law to approve an agreement with Miller Environmental Corporation awarded through the tender process (21-OF-13).	39 - 46
6.7 By-law 44/21 being a by-law to approve an employment agreement with Faisal Anwar and for his appointment as Chief Administrative Officer for the Town of Fort Frances.	47 - 54
<b>7. <u>Information Correspondence:</u></b>	
7.1 Northumberland County resolution re: Request changes to Provincial Offences Act	55 - 63
7.2 City of Kitchener resolution re: Support for M-84 Anti-Hate Crimes and Bill-C 313 Symbols of Hate	64 - 65
7.3 City of Kitchener resolution re: Construction costs concerns	66 - 67
7.4 Notice from MNR re: Inspection of Approved Aerial Herbicide Project Boundary Waters Forest	68
7.5 City of Stratford resolution re: Phase Out Ontario's Gas Plants	69 - 70
7.6 Invitation: Walk a Mile in her Shoes Event (October 1)	71 - 72
7.7 Memo from Ministry of Municipal Affairs and Housing re: Main Street Recovery Act	73 - 74
7.8 City of Toronto resolution re: Early Learning and Child Care	75 - 78
7.9 City of Toronto resolution re: Bill 177 Stronger Fairer Ontario Act	79 - 81
<b>8. <u>Minutes of Local Boards / Committees:</u></b>	
8.1 Economic Development Executive Committee - June 9, 2021	82 - 83
8.2 Downtown BIA - June 9, 2021	84 - 86
8.3 Administration & Finance Executive Committee - June 22, 2021	87
8.4 Planning & Development Executive Committee - July 5, 2021	88 - 89
8.5 Community Services Executive Committee - July 5, 2021	90

	Page
8.6 Operations & Facilities Executive Committee dated July 7, 2021	91 - 92
8.7 Economic Development Executive Committee - July 7, 2021	93 - 94
<b>9. <u>In-Camera:</u></b>	
9.1 A proposed or pending acquisition or disposition of land by the municipality or local board: Laneway Matter	
9.2 Advice that is subject to solicitor-client privilege, including communications necessary for that purpose: Update on JTJ Lawsuit (8:00 p.m. CST)	
9.3 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board: Update on Legal Matter	
9.4 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board: Agency One Matters	
<b>10. <u>Public Session Resumes:</u></b>	
<b>11. <u>Resolutions Required as a result of In-Camera discussions:</u></b>	
<b>12. <u>ADJOURNMENT</u></b>	
<b>13. <u>* Previously distributed to Council</u></b>	
<b>14. <u>** Items can be viewed by contacting the Clerk</u></b>	



TO TOWN COUNCIL OF FORT FRANCES  
AND LISA SLOMKE.

RE SIDEWALK EXTENSION FROM WEBSTER AVE  
TO 518 FIRST ST WEST. ALONG KINGS HWY IN  
FRONT OF HUSKY GAS STATION, 510 FIRST ST W.,  
514 FIRST ST W AND 518 FIRST ST. W.

WE THE UNDERSIGNED WOULD LIKE TO  
MAKE THIS REQUEST. IF FUNDS ALLOW.

THIS IS A HIGH TRAFFIC AREA. AND MAKES A  
CONNECTION TO THE SIDEWALK ON NORTHSIDE OF  
HWY TO FIRST ST. W.

THANKYOU FOR YOUR CONSIDERATION OF  
THIS REQUEST.

Rogan Williams  
Betty Williams  
ph 274 3765

Judd Gardiman  
275 8178

Joann Magel  
276.2312



## **TOWN OF FORT FRANCES**

### **BY-LAW NO. XX/XX**

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with Ryan Lundy - *The Planning Act*, Section 41)

**WHEREAS** Section 41 of the Planning Act, R.S.O. 1990, delegates authority to local municipal councils for matters within their jurisdiction for Site Plan Control Approval and to enter into agreements thereunder;

**AND WHEREAS** the Official Plan in effect for the Town of Fort Frances designates the entire Town as a site plan control area;

**AND WHEREAS** Council of the Town of Fort Frances at its meeting held September 14, 2020 approved the report from C. Vangel, CBO/Municipal Planner, as supported by the Planning & Development Executive Committee and Committee of Adjustment, to remove the holding provision on the property and permit a private well and septic services;

**AND WHEREAS** Council of the Town of Fort Frances passed by-law 03/14-U on September 28, 2020 to formally authorize the holding provision removal subject to the condition that the applicant enter into said agreement with the Town;

**AND WHEREAS** Mayor and Clerk of the Town of Fort Frances are authorized to execute the Site Plan Control Agreement.

**NOW THEREFORE** Council for the Corporation of the Town of Fort Frances

**HEREBY ENACTS** as follows:

1. That lands legally known as PIN 56017-0006: PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES are hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule 'A' attached hereto between Ryan Jake Lundy and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of August 2021.

---

J. Caul, MAYOR

---

E. Slomke, CLERK



-2-

**1. DEFINITIONS**

- 1.1. 'Chief Building Official' shall mean the Chief Building Official of the Corporation of the Town of Fort Frances or their designate.
- 1.2. 'Council' shall mean the Council of the Corporation of the Town of Fort Frances.
- 1.3. 'Lands' shall mean the lands as described in Schedule 'A' attached hereto.
- 1.4. 'Town' shall mean the Corporation of the Town of Fort Frances.

**2. SEPTIC SYSTEMS**

- 2.1. Prior to the issuance of a building permit, the Owner shall submit servicing plans for approval and, at its own expense, and construct such septic systems as may be required to service the Lands to the satisfaction of the Northwestern Health Unit.
- 2.2. All underground septic services must be approved and inspected by the Northwestern Health Unit, and all other relevant authorities having jurisdiction.
- 2.3. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace or remove any septic system located on the lands identified in Schedule 'A' attached hereto.
- 2.4. That where the septic system has not been maintained, the Chief Building Official for the Town of Fort Frances or their designate may enter upon the lands after reasonable notice having been given to the Owner, and affect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.

**3. WELL AND FUTURE WATER SERVICES**

- 3.1. Prior to the issuance of a building permit, the Owner shall:
  - 3.1.1. Submit servicing plans for approval and at its own expense, to construct a well and such water distribution systems as may be required to service the Lands to the satisfaction of the Chief Building Official and the Northwestern Health Unit.
  - 3.1.2. Obtain a bacteriological analysis of drinking water from the Northwestern Health Unit indicating that there is no significant levels of bacterial contamination.

-3-

- 3.2. Any alteration or improvements to any existing well or water distribution system will be at the Owner's expense and subject to approval of the Chief Building Official and the Northwestern Health Unit.
- 3.3. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace or decommission any well or water distribution system located on the Lands.
- 3.4. Where the well or water distribution system has not been maintained, the Chief Building Official or their designate may enter upon the lands after reasonable notice having been given to the Owner, and affect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.
- 3.5. In the event that the Town of Fort Frances extends municipal water and sewer service to the Lands the Owner shall be required on a mandatory basis to connect to the same at the Owners own expense, and:
  - 3.5.1. All underground servicing must be approved by the Town of Fort Frances. Prior to connecting to the Town's existing water main system, the Owner agrees to, at its own expense, have all watermains swabbed, flushed, pressure tested, chlorinated and bacterial tested in accordance with Town requirements and approved by the Chief Building Inspector.

#### **4. FIRE SERVICES LIMITED**

- 4.1. The Owner acknowledges that no municipal fire hydrants are located in proximity to the Lands and therefore Town fire services at the Lands will be limited.
- 4.2. The Owner covenants and agrees to indemnify and save harmless the Town of Fort Frances, its fire department and their respective officers, employees, and servants and agents from and against all actions, claims, suits, and demands of any kind whatsoever resulting from or in any way arising out of or connected to Town fire services at the Lands, including those related to the absence of fire hydrants.

#### **5. ROADS AND ENTRANCEWAYS**

- 5.1. The final construction design of all access driveways and entranceways shall be at the expense of the Owner and must meet the requirements of all authorities having jurisdiction.

-4-

**6. UTILITIES**

- 6.1. The Owner covenants and agrees to obtain written confirmation from the appropriate authorities that hydro-electric power on the Lands have been satisfactorily arranged and installed, that services for the same will be provided without any expense, cost or obligation on the part of the Town of Fort Frances, and that all requisite documents and otherwise have been or will be provided to such authorities.
- 6.2. In the event that easement(s) are required to service the Lands, the Owner will provide the easement(s) to the utility company at no cost

**7. PROXIMITY TO RAILWAY**

- 7.1. The Owner acknowledges that the Lands are in close proximity to railway tracks. Railway activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to: noise; dust; light; odor; smoke; railcar traffic; vibration; operation of machinery; storage and utilization of chemicals; and, other environmental hazards.
- 7.2. The Owner covenants and agrees:
- 7.2.1. To conduct, at its sole and absolute expense, a noise and vibration study if required by the Town of Fort Frances.
- 7.2.2. To indemnify and save harmless the Town of Fort Frances, and their respective, employees, and servants and agents from and against all actions, claims, suits, and demands of any kind whatsoever resulting from or in any arising out of or connected to railway activities near or at the Lands.

**8. NOISE ATTENUATION**

- 8.1. The Owner agrees that all external air conditioners, ventilation systems, exhaust fans or other similar mechanical equipment shall be directed away from abutting properties or appropriately buffered so as to attenuate noise impact.
- 8.2. All construction on the Lands shall take place in accordance with Town of Fort Frances by-laws.

**9. GARBAGE DISPOSAL & STORAGE**

- 9.1. The Owner shall, at all times, provide adequate facilities for the collection and disposal of garbage, sanitary refuse and waste in accordance with Provincial legislation and Town by-laws, and in the event of its failing so to do, the Town

-5-

or its agents shall have the right to enter upon the lands and, at the expense of the Owner, undertake the collection and disposal and recover the costs thereof by action or in like manner as municipal taxes.

- 9.2. The storage, collection and disposal of refuse, garbage and waste at the Lands shall be so conducted as to create no health hazards, rodent harbourage, insect breeding areas, accident, fire hazards or pollution. This responsibility will rest entirely on the Owner.

## **10. GENERAL**

- 10.1. The Owner agrees that during the construction of development of the Lands, the site will be kept in a reasonably tidy condition so that the raising of dirt and dust is kept to a minimum and further that all roads adjacent to and in the vicinity of the development are kept clean of mud and debris. The Owner shall keep all roads clear of obstruction and storage of construction materials.
- 10.2. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition herein contained, and this agreement may be pleaded as an estoppel against the Owner in any such proceedings. Each of the terms of this agreement is independent of the other and in the event any term of this agreement is held to be invalid or unenforceable for any reason, then such invalidity or unenforceability shall affect that term only and the remainder of the agreement shall remain in full force and effect.
- 10.3. In the event of failure of the Owner to carry out any of the provisions of this agreement, then the municipality, its servants, or agents shall, on fifteen (15) days' notice in writing of its intention so to do and forthwith in cases or emergency, have the right to enter on to the said lands and, at the expense of the Owner, do any work required hereby and further, shall have the right to recover the costs thereof by action or in like manner as municipal taxes, pursuant to the provisions of the Municipal Act, R.S.O. 2001.
- 10.4. The Owner shall indemnify and save harmless the Town from and against all actions, causes of action, interest, claims, demands, costs, charges, damages, expenses and loss which the Town may at any time bear, incur, be liable for, sustain or be put unto for any reason, or on account of, or by reason of, or in the consequence of, or related to this agreement.
- 10.5. In the event that easement(s) are required to service the Lands, the Owner will provide the easement(s) to the utility company at no cost.
- 10.6. The Owner covenants and agrees that any outstanding taxes will be paid prior to the registration of the agreement.

-6-

- 10.7. The Owner shall enter into separate agreements as may be required for the provision of utilities to service the development, including but not limited to gas, hydro, telephone and cable utilities.
- 10.8. The Owner shall be subject to all by-laws of the Town and shall abide by them.
- 10.9. This Agreement may be executed in several counterparts, including via facsimile, each of which shall be deemed an original for all purposes, including judicial proof of the terms hereof, and all of which together shall constitute and be deemed one and the same agreement.
- 10.10. This agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors in title, mortgagees and assigns and all covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the lands in perpetuity.
- 10.11. The Owner herein agrees and consents to the registration of this agreement, at its own expense, against the title of the lands.

## **11. NOTICE**

- 11.1. Any notice given hereunder to the Town of Fort Frances shall be sufficiently given and addressed to:

**THE CORPORATION OF THE TOWN OF FORT FRANCES**  
320 PORTAGE AVENUE  
FORT FRANCES, ON  
P9A 3P9

- 11.2. Any notice given hereunder to the Owner shall be sufficiently given and addressed to:

**MR. RYAN JAKE LUNDY**  
905 PHAIR AVENUE  
FORT FRANCES, ON  
P9A 2M6

**[SIGNATURES TO FOLLOW]**



**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seals duly attested to by their proper signing officers in that behalf.

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
**RYAN JAKE LUNDY**

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

per: \_\_\_\_\_ (Seal)  
 Name: J. Caul  
 Title: Mayor

per: \_\_\_\_\_ (Seal)  
 Name: L. Slomke  
 Title: Town Clerk

We have authority to bind the  
 Municipality

**SCHEDULE A**  
PARCEL REGISTER IDENTIFYING LANDS

PROPERTY DESCRIPTION: PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
ABSOLUTE

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
2003/05/26

OWNERS' NAMES  
LUNDY, RYAN JAKE

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/05/23 **						
RR138	1964/02/27	PLAN REFERENCE				C
A61986	1995/05/04	TRANSFER		*** COMPLETELY DELETED ***	LEATHERDALE, LYDIA CHRISTINA	
RD183	2004/08/27	TRANSFER		*** COMPLETELY DELETED *** LEATHERDALE, LYDIA CHRISTINA	LEATHERDALE, LYDIA CHRISTINA BROMAN, ROSLYN NAN MONTGOMERY, BONNY CHRISTINE GUENETTE, ELIZABETH JOHANN HARRIS, LYDIA DIANNE ELDRET, JANET	
RD19812	2012/01/10	TRANSMISSION-LAND		*** COMPLETELY DELETED *** LEATHERDALE, LYDIA CHRISTINA	ELDRET, JANET	
RD19813	2012/01/10	TRANS PERSONAL REP		*** COMPLETELY DELETED *** ELDRET, JANET	BROMAN, ROSLYN NAN MONTGOMERY, BONNY CHRISTINE GUENETTE, ELIZABETH JOHANN HARRIS, LYDIA DIANNE ELDRET, JANET	
RD41170	2020/11/17	BYLAW		THE CORPORATION OF THE TOWN OF FORT FRANCES		C
REMARKS: BY-LAW NO. 03/14 - U; BEING A BY-LAW TO AMEND				BY-LAW NO. 03/14		
RD41330	2020/12/03	TRANSFER	\$25,000	BROMAN, ROSLYN NAN MONTGOMERY, BONNY CHRISTINE GUENETTE, ELIZABETH JOHANN HARRIS, LYDIA DIANNE ELDRET, JANET	LUNDY, RYAN JAKE	C
REMARKS: PLANNING ACT STATEMENTS.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

**TOWN OF FORT FRANCES**

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

(Being a By-Law to repeal by-law 37/20 being a by-law to authorize execution of a site plan control agreement as a condition of development with Friesen Five Inc. - *The Planning Act*, Section 41)

**WHEREAS** Section 41 of the Planning Act, R.S.O. 1990, delegates authority to local municipal councils for matters within their jurisdiction for Site Plan Control Approval and to enter into agreements thereunder;

**AND WHEREAS** Council of the Town of Fort Frances at its meeting held June 28, 2021 approved the report from C. Vangel, CBO/Municipal Planner, as supported by the Planning & Development Executive Committee, to de-register from title the Site Plan Control Agreement (814 Scott Street) hereby rescinding By-law 37/20;

**NOW THEREFORE** Council for the Corporation of the Town of Fort Frances

**HEREBY ENACTS** as follows:

- 1. That By-law 37/20 be rescinded.

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of August 2021.

\_\_\_\_\_  
J. Caul, MAYOR

\_\_\_\_\_  
E. Slomke, CLERK

TOWN OF FORT FRANCES

BY-LAW NO. xx~21

(BEING a by-law to approve an agreement with Stantec Consulting Ltd. for a Ice Plant Feasibility Study at Memorial Sports Centre (RFP 21-OF-03)

WHEREAS on June 14, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities, as recommended by the Operations & Facilities Executive Committee that the Town enter into an agreement for an Ice Plant Feasibility Study with the firm of Stantec Consulting Ltd.

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

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

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

READ THREE TIMES and finally passed in open Council this 9th day of August 2021.

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

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



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective July 8, 2021 (the "Agreement Date") by and between:

### "Client"

Name: Town of Fort Frances  
 Address: 900 Wright Avenue, Fort Frances, ON P9A 1J9  
 Phone: 807-274-9893 x1315  
 Representative: Adam Mitchell, Asset Management Coordinator Email: amitchell@fortfrances.ca

### "Stantec"

Name: Stantec Consulting Ltd.  
 Address: 500-311 Portage Avenue, Winnipeg MB, R3B 2B9  
 Phone: 431-777-4249  
 Representative: Russell Lavitt, Senior Associate Email: russell.lavitt@stantec.com

Project Name (the "Project"):

Ice Plant Feasibility Study, Memorial Sports Complex, 740 Scott St, Fort Frances, ON P9A 1H8, project # 115421025

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

**DESCRIPTION OF CLIENT:** The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

**COMPENSATION:** Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.



## PROFESSIONAL SERVICES AGREEMENT

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

**STANTEC'S RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

**TERMINATION:** Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's



## PROFESSIONAL SERVICES AGREEMENT

budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**INDEMNITY:** The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

**LIMITATION OF LIABILITY:** It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition





## PROFESSIONAL SERVICES AGREEMENT

precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

**GOVERNING LAW:** This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect



## PROFESSIONAL SERVICES AGREEMENT

Page 5

the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

**Town of Fort Frances**

**Stantec Consulting Ltd.**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Russell Lavitt, Senior Associate

\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

Signature \_\_\_\_\_



## PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

Town of Fort Frances  
(hereinafter called the "Client")  
- and -  
Stantec Consulting Ltd.  
(hereinafter called "Stantec")

EFFECTIVE: July 8, 2021

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

Feasibility study to combine two existing ice plants to increase efficiencies and reduce power rating of system

(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: July 8, 2021]  
Estimated Completion Date: September 30, 2021

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

\$24,425 fixed fee invoice monthly on % completion basis. This amount includes disbursements and expenses as noted below.

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year



## PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Page 2

percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

### ADDITIONAL CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

None.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

### ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

None

### INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

**TOWN OF FORT FRANCES**

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

Being a by-law to authorize the execution of an agreement with FerPal Constuction for Trenchless Watermain Relining within the Town of Fort Frances awarded through the public tender process (21-OF-09).

**WHEREAS** on July 12, 2021 Council approved a report from T. Rob, Manager of Operations & Facilities which awarded a contract (21-0F-09) to FerPal Construction for Trenchless Watermain Relining within the Town of Fort Frances;

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

- 1. That the award of a contract under Tender 21-OF-09, identified as Schedule “A” attached hereto in the form of an agreement forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of August 2021.

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

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

**SCHEDULE 2**  
(Tender 21-OF-09)  
**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

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

- and -

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

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

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

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

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

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

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

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service or mail; or
- (c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

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

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

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

---



---



---



---

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

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

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

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON  
 SIGNING:



---

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

\_\_\_\_\_

Address of Witness:

Address of Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number of Witness:

Phone Number of Contractor:

\_\_\_\_\_

\_\_\_\_\_

Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

The Corporation of the Town of Fort Frances

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

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

I/we have authority to bind the Town

### SCHEDULE 3

#### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, \_\_\_\_\_  
shall and does hereby agree and confirm that:

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

#### SIGNATURE OF CONTRACTOR:

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

Print name of Witness:

\_\_\_\_\_

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

PRINT NAME AND TITLE OF PERSON  
SIGNING:

\_\_\_\_\_

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

\_\_\_\_\_

Address of Witness:

\_\_\_\_\_  
\_\_\_\_\_

Address of Contractor:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number of Witness:

\_\_\_\_\_

Phone Number of Contractor:

\_\_\_\_\_

Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

The Corporation of the Town of Fort Frances  
per:

\_\_\_\_\_

per:

\_\_\_\_\_

I/we have authority to bind the Town

Date: \_\_\_\_\_, 2021.

**TOWN OF FORT FRANCES**

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

Being a by-law to approve an Agreement with Tom Jones Corporation awarded through the tender process (21-OF-11)

WHEREAS on July 12, 2021, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the tender for Memorial Sports Centre Concrete Works to Tom Jones Corporation (Tender No. 21-OF-11);

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

- 1. That pursuant to the award of tender 21-OF-11, the following agreement in the form of the schedule ‘A’ attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of August 2021.

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

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

**SCHEDULE 2**  
**(Tender 21-OF-11)**  
**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

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

- and -

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

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

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

1. The Tenderer shall perform and complete the Work:
  - (a) To, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
  - (b) For the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. Each Town shall pay on account thereof upon the approval of the Town Manager of Operations and Facilities (in the Tender Documents the Town Manager of Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.

4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
  - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed to the Tenderer or the Tenderer's business or any part thereof; or
  - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
  - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

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

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

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
  - (a) delivered personally;
  - (b) sent by prepaid courier service or mail; or
  - (c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,
    - (i) in case of notice to the Town, as follows:

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

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

---

---

---

---

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

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

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

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON  
SIGNING:

\_\_\_\_\_

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

\_\_\_\_\_

Address of Witness:

\_\_\_\_\_

\_\_\_\_\_

Address of Contractor:

\_\_\_\_\_

\_\_\_\_\_

Phone Number of Witness:

\_\_\_\_\_

Phone Number of Contractor:

\_\_\_\_\_

Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

The Corporation of the Town of Fort Frances

per:

\_\_\_\_\_

per:

\_\_\_\_\_

I/we have authority to bind the Town



### SCHEDULE 3

#### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, \_\_\_\_\_  
shall and does hereby agree and confirm that:

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

#### SIGNATURE OF CONTRACTOR:

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

Print name of Witness:

\_\_\_\_\_

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

PRINT NAME AND TITLE OF PERSON  
SIGNING:

\_\_\_\_\_

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

\_\_\_\_\_

Address of Witness:

Address of Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number of Witness:

Phone Number of Contractor:

\_\_\_\_\_

\_\_\_\_\_

Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

The Corporation of the Town of Fort Frances  
per:

\_\_\_\_\_

per:

\_\_\_\_\_

I/we have authority to bind the Town

Date: \_\_\_\_\_, 2021.

**TOWN OF FORT FRANCES**

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

Being a by-law to approve an agreement with The Miller Group awarded through a tender process (21-OF-13)

WHEREAS on July 12, 2019, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the Tender for Municipal Household Hazardous Waste Event Services to The Miller Group (Tender No. 21-OF-13);

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

1. That pursuant to the award of the tender under 21-OF-13, the following agreement in the form of the schedule 'A' attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of August 2021.

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

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

## SCHEDULE 2

### AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

Miller Environmental Corporation  
 (Herein sometimes referred to as the "Tenderer" or the "Contractor")

- And -

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

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

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

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

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

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

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

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

8. The municipality reserves the right, without cause and without penalty, to assign the contract to Stewardship Ontario with a minimum 60 days notice.
9. The municipality shall reserve the right, without cause and without penalty, to assign the requirements for payment of any or all parts of the contract to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable. Should this occur, the successful Proponent shall apply to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable for payment for any of the MHSW items that have been assigned to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable. All of the same Terms and Conditions of payment that apply to the municipality shall apply to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable should any of these items be assigned to Stewardship Ontario.
10. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
  - (a) Delivered personally;
  - (b) Sent by prepaid courier service or mail
    - (i) In case of notice to the Town, as follows:

Town of Fort Frances  
 320 Portage Avenue  
 Fort Frances, ON  
 P9A 3P9  
 (807)274-5323  
 Fax No. (807)274-8479

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

Miller Environmental Corporation  
1803 Hekla Avenue  
Winnipeg, MB  
R2R 0K3

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

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

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

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON  
SIGNING:

\_\_\_\_\_  
Carter Steinke

\_\_\_\_\_  
Strategic Sourcing Coordinator

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

\_\_\_\_\_  
Miller Environmental Corporation

Address of Witness:

Address of Contractor:

\_\_\_\_\_  
1803 Hekla Avenue

\_\_\_\_\_  
Winnipeg, MB R2R 0K3

Phone Number of Witness:

Phone Number of Contractor:

\_\_\_\_\_  
204-594-9624

Fax Number: 204-925-9601

Cell Number: 204-930-5992

The Corporation of the Town of Fort Frances

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

per: \_\_\_\_\_  
I/we have authority to bind the Town.



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

The undersigned Tenderer, Miller Environmental Corporation  
shall and does hereby agree and confirm that:

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

SIGNATURE OF CONTRACTOR:



Witness to signature of Tenderer



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

Print name of Witness:

Ashley Jackson

PRINT NAME AND TITLE OF PERSON  
SIGNING:

Carter Steinke

Strategic Sourcing Coordinator

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

Miller Environmental Corporation

Address of Witness:

1803 Hekla ave  
Wpg, MB, R2R-0K3

Address of Contractor:

1803 Hekla Avenue  
Winnipeg, MB R2R 0K3

Phone Number of Witness:

(204) 223-1849

Phone Number of Contractor:

204-594-9624

Fax Number: 204-925-9601

Cell Number: 204-930-5992

The Corporation of the Town of Fort Frances  
per: \_\_\_\_\_

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

I/We have authority to bind the Town.

Date: July 5<sup>th</sup>, 2021

**TOWN OF FORT FRANCES**

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

(Being a by-law to approve an employment agreement with Faisal Anwar and for his appointment as Chief Administrative Officer for the Town of Fort Frances)

**WHEREAS** on July 6, 2021 as a Special meeting, Council approved the appointment of Faisal Anwar as Chief Administrative Officer for the Town of Fort Frances.

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

- 1. That the contract of employment with Faisal Anwar in the form attached as Schedule A be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.
- 2. That effective August 18, 2021, Faisal Anwar is appointed to the office of Chief Administrative Officer;

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

READ THREE TIMES and finally passed in open Council this 9th day of August 2021.

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

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

The original version of this document is retained by Human Resources Manager.



This AGREEMENT made in duplicate this day \_\_\_\_\_  
**BETWEEN:**  
**THE CORPORATION OF THE TOWN OF FORT FRANCES (the "Town")**  
**- and -**  
**Faisal Anwar**

**WHEREAS:**

1. The Town requires a Chief Administrative Officer to among other things perform the duties (as "Duties" is defined in paragraph 1(a) of this Agreement);
2. Faisal Anwar has applied to the Town for the position of Chief Administrative Officer and;
3. The Town has, subject to and upon the terms and conditions contained in this Agreement, agreed to engage Faisal Anwar as Chief Administrative Officer;

**NOW THEREFORE:** The Town of Fort Frances and Faisal Anwar (the "Parties") agree as follows:

1. In this Agreement and any schedules attached to it the word:
  - a) "Duties" shall mean and include the work duties and otherwise to be performed by Faisal Anwar for and during the Term (as "Term" is defined in paragraph 1(c) of this Agreement) as set out in Schedule "A" attached to and forming part of this Agreement (Schedule "A");
  - b) "Entity" means any person, corporation, government agency or otherwise;
  - c) "Term" means the period commencing August 18, 2021, subject to paragraph 2 of this Agreement and;
  - d) "Total Payable" means, subject to paragraph 2(b) and 2(c) of this Agreement the total of any amounts payable by the Town to Faisal Anwar as set out in Schedule "B" attached to and forming part of this Agreement (Schedule "B").
2. a) Subject to paragraph 2(b) and 2(c) of this Agreement, the Town agrees to engage Faisal Anwar to perform the Duties for the Term.
- b) Notwithstanding anything contained in this agreement Faisal Anwar may terminate this agreement by giving the Town thirty (30) days' written notice. Upon receipt of such notice, the Town at its sole discretion, may, by notice in writing, specify an earlier termination date, however, regardless of the termination date Faisal Anwar shall be paid the outstanding portion of salary, benefits, vacation and perquisites to equal thirty \_\_\_\_\_ (30) days' notice.

FA

- c) The Town may terminate this agreement without cause, upon giving Faisal Anwar the following:
  - i. the Town shall provide Faisal Anwar thirty (30) days written notice; and
  - ii. any accrued and unpaid base salary (subject to normal withholding and other deductions) to the effective date of termination of his employment, plus any vacation pay statutorily due and owing; and
  - iii. the Town shall pay to Faisal Anwar, the greater of, a salary continuance equivalent to twelve (12) months of his base salary, bonus and perquisite payment, less any applicable statutory deductions OR *Employment Standards Act, 2000* entitlements; and
  - iv. the Town shall continue to provide benefit coverage for Faisal Anwar for the statutory notice period subject to the terms of the applicable benefit(s) plans.
- ci) The Town may terminate this agreement with cause. Notwithstanding anything contained in this Agreement, the Agreement and the employment of Faisal Anwar may be terminated for just cause without notice or payment in lieu of notice. In such a case, the Town shall have no further obligation to Faisal Anwar except for payment of all amounts due and owing up to the date of the termination.
- cii) Faisal Anwar acknowledges and agrees that:
  - i. the notice period set out in paragraph 2(c) of the Agreement is sufficient and reasonable; and
  - ii. payment by the Town as provided for in paragraph 2(c) shall be in full and final settlement of any and all claims, demands, actions and suite whatsoever including at common law which Faisal Anwar has or may have against the Town, its Affiliates and any of their directors, officers, employees and their successors and assigns. Faisal Anwar further agrees, that if required by the Town, he will sign a release in favour of the town; and
  - iii. if he has performed or commenced the duties prior to his execution of this Agreement, such performance, commencement or otherwise shall in no way affect the validity, enforceability or otherwise of this Agreement.

3. Faisal Anwar:

- a) shall perform the Duties and obligations under this Agreement, as he has indicated he can, to the satisfaction of the Town and in accordance with Town policies and procedures;
- b) acknowledges that as CAO he will acquire information about certain matters and things which are confidential to the Town, its employees and persons with whom the Town has *bona fide* business dealings. Faisal Anwar agrees to maintain all confidential information in strictest confidence (subject to applicable federal or provincial laws), and agrees not to disclose such confidential information to any third party either during the term of this Agreement (except as may be necessary in the proper discharge of his employment), or after the term of his employment, for any reason, except with written permission of the Town.

- c) shall not, directly or indirectly, engage in any business, commercial or professional activity without the written consent of the Town which shall determine, in its absolute discretion, whether such activity interferes with the business of the Town or with the performance of duties by Faisal Anwar hereunder;
  - d) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make comment to Town employees, or members of the public which are derogatory towards the Town;
  - e) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make or contribute to commentary on social media which is derogatory towards the Town;
  - f) shall be required to act in accordance with his obligations under this Agreement;
  - g) has been advised to consult his solicitor as to this Agreement and the matters contained in it, prior to execution of this Agreement, if he so desires;
  - h/e) agrees that he has entered into and executed this Agreement of his own free will, without coercion, influence of any kind, or otherwise by or on behalf of the Town, its employees or agents or otherwise.
4. It is understood and acknowledged by Faisal Anwar that:
- a) Faisal Anwar's work and performance of the duties, is and shall be subject to review, criticism and otherwise by the Town;
  - b) The Town may require, and Faisal Anwar shall provide, reports and otherwise as to the progress, performance and otherwise of his/her obligations under the Agreement and otherwise; and
  - c) The Town shall not be in any way liable to Faisal Anwar or anyone on his behalf or otherwise in respect of any decision made, action taken, or otherwise, by the Town pursuant to or under paragraphs 2(c), 4, or otherwise, of this Agreement.
5. Should any provision or any part thereof of this Agreement be illegal or not enforceable, such provisions or part thereof shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force and be binding upon the Parties as though the illegal or non-enforceable provision had never been included.
6. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, (iii) sent prepaid by telecopy, fax or similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed, in the case of notice to the Town: Attention: Mayor & Council  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9  
And in the case of notice to Faisal Anwar: Attention:  
Faisal Anwar



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

7. This agreement and everything contained in it shall enure to the benefit and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be of each of the Parties.
8. This Agreement constitutes the entire Agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
9. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing and signed by the Town and Faisal Anwar.
10. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
11. The parties hereto agree to execute such documents, assurances, certificates or the like as may from time to time be reasonably requested, required or desirable in order to give full force and effect to this Agreement, the matters contemplated herein and to its and their intention.
12. This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Ontario.


SIGNED AT FORT FRANCES this day: \_\_\_\_\_

IN WITNESS THEREOF (THE CORPORATION OF THE TOWN OF FORT FRANCES)

\_\_\_\_\_  
( Mayor )

\_\_\_\_\_  
( Clerk )

{ AND }

  
\_\_\_\_\_  
(Faisal Anwar)

This is Schedule "A" ATTACHED TO AND FORMING  
PART OF THE Agreement made between  
The Corporation of the Town of Fort Frances and  
Faisal Anwar

Dated: July 23, 2021

The duties of Faisal Anwar shall be:

1. As set out in this Schedule "A"; and the position description.
2. Such further and other duties, work and otherwise as assigned, directed and otherwise by the Town.

This is Schedule "B" ATTACHED TO AND FORMING  
PART OF THE Agreement made between  
The Corporation of the Town of Fort Frances  
and Faisal Anwar

Dated: July 23, 2021

The Town agrees, subject to paragraph 2 of the Agreement to which this Schedule "B" is attached, to pay Faisal Anwar for the Duties as follows:

- a) Bi-weekly based on a starting annual remuneration paid at Step 2 of the 2021 Salary Band 17, salary progression will occur in accordance with the Management/Non-Union Salary Administration Policy as amended from time to time, plus fringe benefit package as directed by the Town in its sole absolute and unfettered discretion in keeping with benefit packages received by management personnel of the Town of Fort Frances.
- b) Vacation entitlement shall be as per the Town's Management/Non-Union Benefits Plan. Faisal Anwar shall be placed at 4 weeks annual vacation to start and thereafter vacation entitlement shall be as per the Town's Management/Non-Union Benefits Policy. Faisal Anwar's vacation entitlement shall be pro-rated for the year 2021. Notwithstanding said Policy, Faisal Anwar shall be entitled to carryover unused vacation credits up to a maximum of one-half (1/2) of his vacation entitlement in a given calendar year, which shall be first used in the calendar year immediately following the year from which it was carried over; failing that, said carried over vacation credits would be paid as monies in lieu of vacation leave at the rate of pay for which the credits would have ordinarily been compensated.
- c) Faisal Anwar will be compensated for moving expensed to a maximum of \$10,000.00. Faisal Anwar will obtain two estimates and produce appropriate receipts before expenses are reimbursed. Compensation for such moving expenses shall be forgiven in exchange for two years of service to the Town of Fort Frances. Should Faisal Anwar tender his resignation prior to the conclusion of two years, the remaining pro-rated portion shall be repaid to the Town.
- d) Faisal Anwar will be allowed two days with pay to seek housing and attend to Provincial Government requirements, such as enrolling in OHIP.





## **Chief Administrative Officer**

### **Position Description**

#### **Position Summary**

The Chief Administrative Officer is responsible for the strategic planning, development, coordination, and leadership in the delivery of services to the Town of Fort Frances to meet municipal objectives, policies and plans as set out in enacted by-laws, resolutions and policies at the formal request of Council. This position reports directly to Mayor & Council.

#### **Qualifications**

- Post-secondary education in administration or a related field
- Professional experience is an asset.

#### **Direction of Others**

The following positions report directly to the Chief Administrative Officer:

- Municipal Clerk
- Deputy Clerk
- Treasurer
- Fire Chief
- Manager of Recreation and Culture
- Manager of Operations and Facilities
- Manager of Human Resources
- Manager of Information Technology
- Municipal Planner
- Chief Building Official
- By-Law Enforcement Officers
- Rainy River District Future Development Corporation

#### **Revenue, Asset and Expenditure Scope**

Annual Municipal Expenditures	\$22 M
Average Capital Expenditures	\$6-12 M
Annual Water & Sewer Expenditures	\$5 M

#### **General Responsibilities**

1. Directs the day-to-day affairs of the municipality in accordance with Council-approved plans and policies.
2. Organizes the operations and activities of the municipality into departments, bureaus or other administrative agencies, subject to the final approval by Council.

3. Prepares the annual budget (including the capital budget) for submission to Council, and bears responsibility for its administration after adoption.
4. Attends all Council and committee meetings and makes observations and suggestions.
5. Recommends to Council the appointment of heads of departments.
6. Provides supervision and oversight to management with respect to all staffing activities in accordance with policy, legislation and the relevant provisions of collective agreements.
7. Submits regular reports to Council on the operations and activities of municipal departments.
8. Submits recommendations orally or in writing on matters relating to the operation of the municipality's administrative structure and, if necessary, directs that any written reports be recorded as part of the proceedings of Council.
9. Provides leadership and participates in meetings of the senior management team, providing direction and guidance.
10. Directs, coordinates and supervises the implementation of all studies, policies, procedures, plans and programs approved by Council.
11. Acts as a liaison between Council and management.
12. Coordinates the preparation and submission to Council of an annual five-year forecast of capital requirements.
13. Ensures the development and promotion of effective corporate administrative policies and practices and provides guidance and advice to managers and Council on such matters.
14. Coordinates and reviews all Council reports and recommendations of managers, together with comments, analysis of options, and/or recommendations as deemed necessary.
15. Monitors the performance of managers and ensures that performance evaluations are completed in accordance with policy.
16. Facilitates and coordinates corporate planning and strategic initiatives with Council and the Administration.
17. Ensures that the Administration remains compliant with all legislative requirements.
18. Acts as a representative of the Town in meetings with ratepayers, other municipalities, and representatives of agencies, boards and commissions, and other levels of government.
19. Oversees all grant and subsidy applications for the municipality and participates with managers in drafting funding applications. Serves as the Accountable Executive for the Safety Management Systems regulation of Transport Canada concerning the Fort Frances Municipal Airport.
20. Liaises with the Ontario Provincial Police and stays abreast of current issues in the community.
21. Negotiates and administers service contracts with the Ontario Provincial Police.
22. Undertakes additional responsibilities as directed by Council.

### **Working Conditions**

- This position requires a minimum of 40 hours per week
- The incumbent will experience frequent interruptions
- Minimal exposure to disagreeable climatic extremes
- Additional hours average up to 30 percent in excess of the regular workday
- Additional hours are typically related to attendance at Council meetings, Committee meetings, and meetings with other government officials
- Typical demands for out-of-town travel are 8-12 trips per year for 2-5 days at one time
- Approximately 70% of a typical workday is spent indoors in private office surroundings
- Up to 30% of a typical workday is spent in local travel and performing occasional site visits



## Finance & Audit Committee Resolution

**Committee Meeting Date:** July 6, 2021  
**Agenda Item:** 9b  
**Resolution Number:** 2021-07-06-465  
**Moved by:** R. Crake  
**Seconded by:** W. Cane  
**Council Meeting Date:** July 21, 2021

**“That** the Finance and Audit Committee, having considered Report 2021-115, ‘Municipal Court Managers’ Association / POA Advocacy’ recommend that County Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177 Stronger Fairer Ontario Act and take immediate action to streamline and modernize this section of the legislation by making it easier and more convenient for the public and prosecutors to engage in resolution discussions, and by making it more effective and efficient to administer early resolution proceedings for Part I and Part II offences in the Provincial Offences Court; and

**Further That** the Committee recommend that County Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I or Part II of the POA, and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a justice of the peace; and

**Further That** the Committee recommend that County Council request the Ministry of Transportation in consultation with Municipalities consider suspending (temporarily) the imposition of demerit points for persons who pay their ticket in cases where they have no previous relevant convictions; and

**Further That** the Committee recommend that County Council direct staff to forward a copy of this resolution to the Ministry of the Attorney General, MPP David Piccini (Northumberland – Peterborough South), and all Ontario municipalities.”

Carried *W. Cane*  
Committee Chair's Signature

Defeated \_\_\_\_\_  
Committee Chair's Signature

Deferred \_\_\_\_\_  
Committee Chair's Signature  
Page 55 of 94



## Council Resolution

---

Moved By J. Henderson

Agenda  
Item 10

Resolution Number  
2021-07-21-491

Seconded By S. Arthur

Council Date: July 21, 2021

"**That** County Council adopt all recommendations from the five Standing Committees, as contained within the Committees' Minutes (July 5, 6, 7, 2021 meetings), with the exception of any items identified by Members, which Council has/will consider separately, including Item 9f of this agenda, the 'Thompson Bridge Closure'."

Recorded Vote  
Requested by

\_\_\_\_\_  
Councillor's Name

Carried

  
\_\_\_\_\_  
Warden's Signature

Deferred

\_\_\_\_\_  
Warden's Signature

Defeated

\_\_\_\_\_  
Warden's Signature

If you require this information in an alternate format, please contact the Accessibility Coordinator at [accessibility@northumberlandcounty.ca](mailto:accessibility@northumberlandcounty.ca) or 1-800-354-7050 ext. 2327



## Report 2021-115

**Report Title:** Municipal Court Managers' Association / POA Advocacy

**Committee Name:** Finance and Audit Committee

**Committee Meeting Date:** July 3, 2021

**Prepared by:** Randy Horne, Court Services Manager

**Reviewed by:** Glenn Dees, Director of Finance/Treasurer

**Approved by:** Jennifer Moore, CAO

**Council Meeting Date:** July 21, 2021

**Strategic Plan Priorities:** Leadership in Change

---

### Recommendation

**“That** the Finance and Audit Committee, having considered Report 2021-115, ‘Municipal Court Managers’ Association / POA Advocacy’ recommend that County Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177 Stronger Fairer Ontario Act and take immediate action to streamline and modernize this section of the legislation by making it easier and more convenient for the public and prosecutors to engage in resolution discussions and by making it more effective and efficient to administer early resolution proceedings for Part I and Part II offences in the Provincial Offences Court; and

**Further That** the Committee recommend that County Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I or Part II of the POA and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a justice of the peace; and



**Further That** the Committee recommend that County Council request the Ministry of Transportation in consultation with Municipalities consider suspending (temporarily) the imposition of demerit points for persons who pay their ticket in cases where they have no previous relevant convictions; and

**Further That** the Committee recommend that County Council direct staff to forward a copy of this resolution to the Ministry of the Attorney General, MPP David Piccini (Northumberland – Peterborough South), and all Ontario municipalities.”

---

## Purpose

Immediate regulatory and legislative changes are critical to delivering services to the public by putting in place the most modern, efficient, and effective justice system attainable.

The proposed Early Resolution reforms in Bill 177 Stronger, Fairer Ontario Act do not fully support the objectives of the Ministry of the Attorney General pertaining to creating a modernized and efficient justice system. These changes create procedural barriers that prevent reasonable and effective access to court procedures by replacing a simplified process currently in place with a complex lengthy process.

## Background

Northumberland County is not currently opted into the formal Early Resolution process as provided for in the Provincial Offences Act (POA). Early Resolution discussions occur informally, scheduled with the Prosecution Team for all defendants (or their agents) who indicate option 3 (Trial) in response to a Part I (or Part II) charge.

The existing Early Resolution legislation (formal process) provides persons charged with minor offences under Part I (or Part II) of the POA with an option to meet with the prosecutor to resolve matters without the necessity of a trial proceeding. The informal early resolution regime has largely been successful in Northumberland County; providing timely access to justice and being the first POA proceedings to resume during the COVID -19 emergency. The number of Part I matters processed through the early resolution option is approximately 25% of all new charges filed annually and the resolution rate (pre-Trial) is approximately 90%. Approximately 20% of charges Fail to Respond and are convicted in absentia, while 55% of charge fines are paid without a Resolution Meeting or Trial.

The level of public participation in exercising an Early Resolution option in Northumberland County is a clear indication that whether opted into the formal Early Resolution process, or not, the rules under the existing Early Resolution section of the POA are easy for the public to understand and provides access to the justice system for minor offences.

## Consultations

The Municipal Court Managers Association (MCMA) has conducted a detailed review of the impact the proposed changes will have on administrative processes and resources. The Bill

177 changes to the formal Early Resolution section of the POA will increase processing steps from the existing 15 administrative processes to over 70 processes. This represents an increase in processes of over 400%. Although Northumberland County has digitized and modernized administrative processes to permit the defendant to file their request digitally, the POA court remains dependent upon the Province's antiquated adjudicative case management system (ICON). Given the lack of a modern adjudicative case management system, the impact of the additional and complex legislative processes under the proposed changes to the Early Resolution section of the POA would likely require additional full time Court Clerks to administer the proposed lengthy and complex early resolution process, should Northumberland County choose to opt into the formal Early Resolution process to take advantage of proposed efficiencies in the legislation.

Simplifying the POA to provide for a more efficient, effective justice system with more convenience and proportionate options to the public for minor offences under Part I of the POA, should not require an increase in processes. Permitting any (formal or informal) early resolution meeting to be held in writing and permitting the filing of written agreements between the prosecutor and defendant to be registered administratively as a court outcome by the Court Clerk immediately provides an accessible streamlined efficient and modern court system to the public.

## **Legislative Authority/Risk Considerations**

The current legislative framework for formal (opted-in) Early Resolution consists of one (1) section with 27 subsections or paragraphs supported by approximately 15 administrative processes. This legislative framework permits a defendant to request a meeting with the prosecutor, request a change to the appointment date once, attend a meeting with the prosecutor and have the outcome of the early resolution meeting recorded by the court on the same day as the meeting.

The proposed changes to the Early Resolution section of the POA under Bill 177 creates a more complex legislative framework for formal Early Resolution process, with five (5) sections and 43 subsections, paragraphs or subparagraphs. This represents an approximate 60% increase to the number of rules.

## **Discussion/Options**

### **Operational pressures that existed prior to the pandemic have become more pronounced and need to be met with legislative reforms to enable timely recovery of Provincial Offences Courts**

POA Courts has long advocated for legislative reforms streamlining and modernizing Provincial Offences Courts in support of equitable and timely access to justice. Immediate regulatory and legislative changes are critical to delivering services to the public by putting in place the most modern, efficient, and effective justice system attainable. The attached MCMA request seeks to align and validate the POA courts position on the following legislative barriers:

1. Halting the proclamation of the Early Resolution reforms included in Bill 177 and requesting to take immediate action to streamline and modernize this section of the

legislation. Under the proposed amendment, complex time periods and rules will be introduced including a redundant abandonment period, and delay in recoding of court outcomes which will result in multiple defendant appearances.

2. Enact changes to the *Provincial Offences Act* and any related regulations to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing. By so conserving court time and judicial resources.
3. Ministry of Transportation in consultation with municipalities consider suspending (temporarily) the imposition of demerit points for persons who pay their ticket in cases where they have no previous relevant convictions.

Throughout 2020, three separate orders were issued by the Ontario Court of Justice and the Province adjourning all court matters, suspending all *Provincial Offences Act* timelines and later extending these timelines into 2021.

The Chief Justice of Ontario and the Province of Ontario issued separate emergency orders in response to the pandemic throughout 2020 directly impacting Court Services operations.

A set of orders issued by the Chief Justice of Ontario and the Province built on each other and affected the legislative timelines under the *Provincial Offences Act*, meaning that the typical timeframe to respond to a ticket or other court matters governed by the *Provincial Offences Act* no longer applied. The orders extended timelines from March 16, 2020 through to and including February 26, 2021.

Simultaneously, the Chief Justice of Ontario also issued a set of orders that adjourned all court matters from March 16, 2020 until January 25, 2021. This resulted in postponing of over 2,000 trial matters until 2021, at the earliest. As part of court recovery, the Chief Justice advised Provincial Offence Courts that non-trial matters could go ahead by audio hearings by September 28, 2020 and that the resumption of remote trials could go forward as early as January 25, 2021, dependent on local judicial approval and court readiness. In-person trials would continue to be adjourned until the court schedule is approved by the Regional Senior Justice of the Peace, and all health and safety measures have been implemented.

The recovery of Provincial Offence courts was impeded by lack of timely direction from the Province concerning the resumption of services. While the provincial objective was to provide a consistent approach to the resumption of Provincial Offences Courts, priority was given to resuming Criminal Court operations. This often resulted in changing timelines and direction. Coupled with the existing issue of limited judicial resources which was intensified throughout the pandemic, Court Services could not effectively respond to the growing volume of pending cases which directly impacted the public's access to justice.

### **Bill 177 aims to modernize and streamline the Provincial Offences Courts**

Legislative amendments to the *Provincial Offences Act* were passed by the Ontario Legislature in December 2017 under Schedule 35 of Bill 177 *Stronger, Fairer Ontario Act*. These amendments include reforming of the Early Resolution process, improving the collection of default fines, and expanding the powers of the clerk of the court. However, the proposed Early



Resolution reforms came short as they do not fully support the objectives of the Ministry of the Attorney General pertaining to creating a modernized and efficient justice system.

In December 2019, the Ministry of the Attorney General advised that it intends to implement Bill 177 amendments through a phased approach. To date the Attorney General has only proclaimed and implemented section 48.1 allowing for use of certified evidence for all Part I proceedings. The rest of Bill 177 amendments are scheduled to be proclaimed later in 2021.

**Bill 177 reforms to the legislated Early Resolution process will prevent reasonable and effective access to court procedures by creating a complex and lengthy process**

Early Resolution is an optional program Provincial Offences Courts can offer allowing defendants who opt to dispute their charges to request a meeting with a prosecutor to resolve the charges prior to a trial.

Under the proposed amendment, when a defendant attends a meeting with the prosecutor, the outcome is not recorded by the court immediately and there is a myriad of rules to navigate that result in a court outcome. For example, depending on the agreement, a defendant may have to appear before a Justice of the Peace to register the agreement and there are potential additional appearances required by the defendant and the prosecutor before an outcome is registered by the court. In addition, there are multiple complex time periods and myriad of rules including a redundant abandonment period before an outcome is registered. The inclusion of a proposed abandonment period is redundant as fairness and administrative of justice principles already exist in other sections of the *Provincial Offences Act* including the right to appeal a conviction or a sentence. The complexity of the numerous additional rules will not be easily understood by the public and will hinder access to justice.

Early Resolution process could aid in municipal Provincial Offences Court recovery if the section amendments were edited to make it easy and more convenient for the public and prosecutors to engage in resolution discussions. Northumberland County Court Services would reconsider offering a formal Early Resolution option if the Ministry of the Attorney General were to make it more effective and efficient to administer Early Resolution proceedings.

**Closure of courts due to the pandemic resulted in a decrease in fine payments and increased pending caseload**

The extension of *Provincial Offences Act* timelines, along with the continued closure of court hearings impacted many of Court Services operational drivers. While court front counters were reopened in 2020 to provide essential administrative services, the ability to process charges and to address pending caseload was greatly impeded.

In turn, court revenue was impacted by operational instabilities such as, extension of the requirement to pay and defaulting of a fine. It is important to note that this is considered a deferred revenue as all outstanding fines are debt to the Crown owed in perpetuity and never forgiven. The ability to collect on debt diminishes the older a fine becomes.

There is an understanding that defendants request trials to seek resolutions that reduce demerit points. If demerit points were suspended for a period for those acknowledging their guilt and

paying the ticket, it may encourage defendants to pay their traffic ticket, thus reducing trial requests and pressures faced by trial courts. Details such as the time period for offences to which this would apply, what to do if a person receives multiple tickets, as well as determining whether a person without any convictions within 3 or 5 years of payment is to be treated as a first offender could be determined by the ministry.

## **Financial Impact**

The recommendations contained in this report have no financial impact.

## **Member Municipality Impacts**

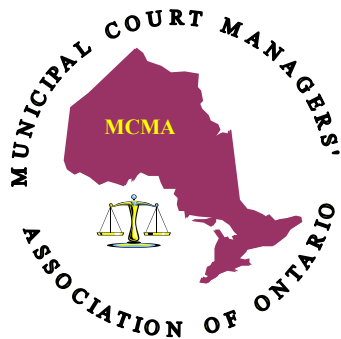
Legislative change allowing any (formal or informal) early Resolution Meeting to be held in writing and permitting the filing of written agreements between the prosecutor and defendant to be registered administratively as a court outcome by the Court Clerk would benefit Member Municipalities in their Part II/Bi-Law proceedings in alignment with County Part I and II Early Resolution Proceedings.

## **Conclusion/Outcomes**

In response to a the MCMA request for Joint Advocacy on behalf of all Ontario Municipal POA Courts, staff request that the Committee recommends that County Council pass a resolution in support for the listed MCMA recommendations.

## **Attachments**

1. Letter: MCMA Request for Joint Advocacy



## Municipal Court Managers' Association of Ontario

c/o Seat of the President  
Regional Municipality of York  
17150 Yonge St  
Newmarket ON L3Y 8V3

May 6, 2021

Dear Members,

Re: POA Streamlining and Modernization

In response to the increased pressures resulting from COVID 19, MCMA is seeking the support of POA Courts to actively lobby the Province for immediate regulatory and legislative changes. As you know, our ability to respond to Increasing caseload and declining fine revenue is limited. These proposed changes will enable flexibility for municipalities to respond to local pressures.

It is important that we leverage this opportunity to create a modern, efficient, and sustainable justice system that meets the needs of court users. The proposed changes include:

1. Halting the proclamation of the Early Resolution reforms included in Bill 177 Stronger Fairer Ontario Act and take immediate action to streamline and modernize this section of the legislation.
2. Enacting changes to the Provincial Offences Act and any related regulations to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings.
3. Requesting the Ministry of Transportation in consultation with Municipalities, consider suspending the imposition of demerit points for persons who pay their ticket in cases where they have no previous relevant convictions.
4. Make regulatory changes to allow for camera-based offences to be administered through the administrative monetary penalties.

The MCMA board has prepared some templated documents to assist in your efforts. Attached you will find: Draft Council Resolution, draft council report for ER Courts and some key messages to support discussion. We understand that support for one or all may vary depending on individual priorities and appreciate your consideration.

Should you have any questions or would like to discuss further please feel free to reach out to any member of the MCMA board.

Lisa Brooks  
MCMA President

***"Excellence in Court Administration"***



CHRISTINE TARLING  
 Director of Legislated Services & City Clerk  
 Corporate Services Department  
 Kitchener City Hall, 2<sup>nd</sup> Floor  
 200 King Street West, P.O. Box 1118  
 Kitchener, ON N2G 4G7  
 Phone: 519.741.2200 x 7809 Fax: 519.741.2705  
[christine.tarling@kitchener.ca](mailto:christine.tarling@kitchener.ca)  
 TTY: 519-741-2385

July 12, 2021

Right Honourable Justin Trudeau  
 Prime Minister of Canada  
 Office of the Prime Minister  
 80 Wellington Street  
 Ottawa ON K1A 0A2

Dear Prime Minister Trudeau:

This is to advise that City Council, at a meeting held on Monday June 28, 2021, passed the following resolution with respect to Motion M-84 Anti-Hate Crimes and Incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act:

"WHEREAS racism and hate crimes in Kitchener have been on the rise since the start of the global pandemic; and,

WHEREAS the City of Kitchener continues to seek opportunities to dismantle systemic racism; and,

WHEREAS the City's Strategic Plan has identified Caring Community as a priority, and the proposed motion M-84 Anti-hate crimes and incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act supports several of the bodies of work currently being moved forward under this strategic goal; and,

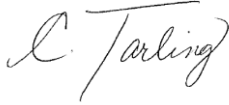
WHEREAS MP Peter Julian's motion M-84 Anti-hate crimes and incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act is an opportunity to make all Canadians feel safer in the communities that they live;

THEREFORE IT BE RESOLVED that the City of Kitchener endorses MP Peter Julian's private member's motion, Motion M-84 Anti-Hate Crimes and Incidents and his private member's bill Bill-C 313 Banning Symbols of Hate Act; and,

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Right Honourable Justin Trudeau, Minister of Municipal Affairs Steve Clark, Minister of Citizenship and Multiculturalism Parm Gill, to the local

MP's and MPP's, to the Federation of Canadian Municipalities, to the Association of Municipalities Ontario, and all other municipalities in Ontario.”

Yours truly,

A handwritten signature in cursive script, appearing to read "C. Tarling".

C. Tarling  
Director of Legislated Services  
& City Clerk

c: Hon. Minister Steve Clark  
Hon. Minister Parm Gill  
Mike Harris (Kitchener Conestoga), MPP  
Amy Fee (Kitchener South-Hespeler), MPP  
Laura Mae Lindo (Kitchener Centre), MPP  
Catherine Fife (Waterloo), MPP  
Raj Saini (Kitchener Centre), MP  
Tim Louis (Kitchener Conestoga), MP  
Bardish Chagger (Waterloo), MP  
Marwan Tabbara (Kitchener South-Hespeler), MP  
Association of Municipalities of Ontario (AMO)  
Ontario Municipalities



**CHRISTINE TARLING**  
 Director of Legislated Services & City Clerk  
 Corporate Services Department  
 Kitchener City Hall, 2<sup>nd</sup> Floor  
 200 King Street West, P.O. Box 1118  
 Kitchener, ON N2G 4G7  
 Phone: 519.741.2200 x 7809 Fax: 519.741.2705  
[christine.tarling@kitchener.ca](mailto:christine.tarling@kitchener.ca)  
 TTY: 519-741-2385

July 12, 2021

Right Honourable Justin Trudeau  
 Prime Minister of Canada  
 Office of the Prime Minister  
 80 Wellington Street  
 Ottawa ON K1A 0A2

Dear Prime Minister Trudeau:

This is to advise that City Council, at a meeting held on Monday June 28, 2021, passed the following resolution with respect to the rising cost of building materials:

“WHEREAS the prices for construction materials have seen dramatic increases during the pandemic; and,

WHEREAS reports by Statistics Canada noted that the price of lumber increased by 68 percent between March 2020 and March 2021, while fabricated metal products and construction material rose by 9 percent; and,

WHEREAS the Province of Ontario has seen an accelerated overall increase in demands for construction; and,

WHEREAS the Province of Ontario has deemed residential construction as essential activity during province-wide emergency declarations and stay-at-home orders; and,

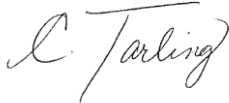
WHEREAS Kitchener City Council considers it a matter of public interest as the increase in rates and demand could result in unsustainable costs on the local construction industry;

THEREFORE BE IT RESOLVED the City of Kitchener advocate to the Federal and Provincial Governments to review actions that could be taken to help mitigate or offset the impacts related to the rising cost of building materials; and;

THEREFORE BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to the Right Honourable Justin Trudeau; Honourable Doug Ford,

Premier Ontario; Honourable Peter Bethlenfalvy, Minister of Finance; Honourable Hon. Victor Fedeli, Minister of Economic Development, Steve Clark, Minister of Municipal Affairs; Job Creation and Trade; local MP's and MPP's, to the Federation of Canadian Municipalities, Association of Municipalities of Ontario, and all other municipalities in Ontario."

Yours truly,

A handwritten signature in cursive script, appearing to read 'C. Tarling'.

C. Tarling  
Director of Legislated Services  
& City Clerk

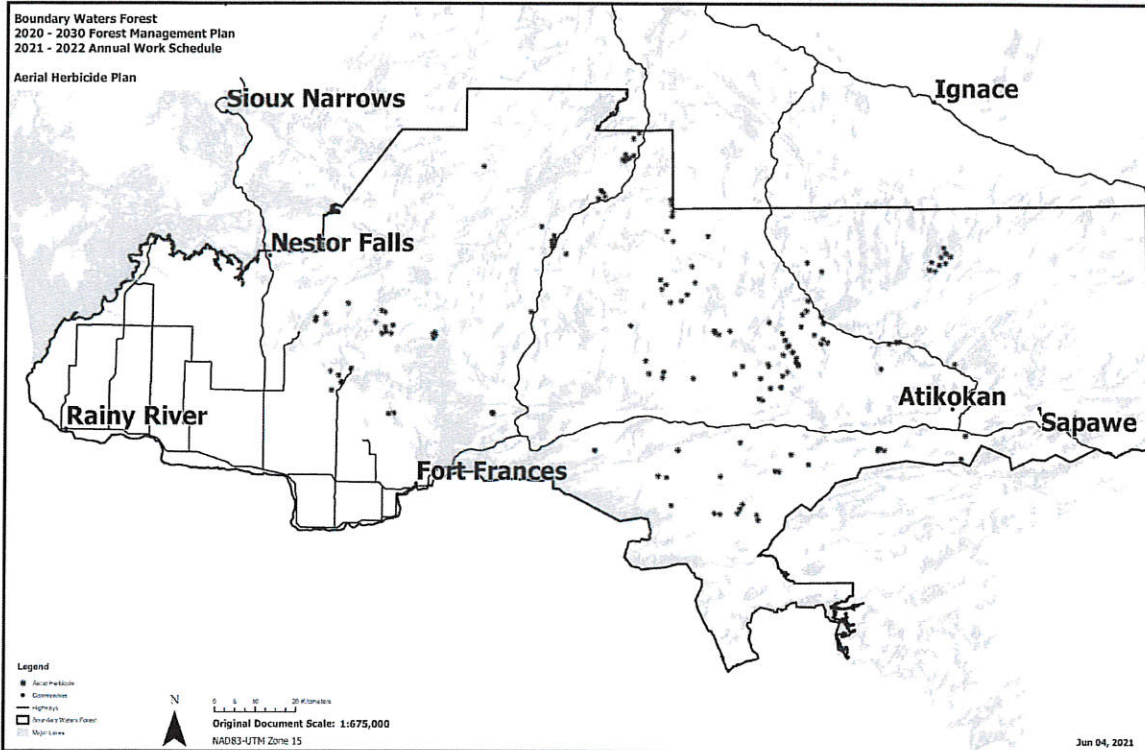
c: Hon. Premiere Doug Ford  
Hon. Minister Peter Bethlenfalvy  
Hon. Minister Victor Fedeli  
Hon. Minister Steve Clark  
Federation of Canadian Municipalities  
Association of Municipalities of Ontario (AMO)  
Ontario Municipalities



# INSPECTION

## Inspection of Approved Aerial Herbicide Project Boundary Waters Forest

The Ontario **Ministry of Natural Resources and Forestry (MNRF)** invites you to inspect the MNRF-approved aerial herbicide project. As part of our ongoing efforts to regenerate and protect Ontario's forests, selected stands on the **Boundary Waters Forest** (see map) will be sprayed with herbicide to control competing vegetation, starting on or about **August 1, 2021**.



The approved project description and project plan for the aerial herbicide project is available electronically for public inspection by contacting the **Boundary Waters Management Corp.** during normal business hours and on the Natural Resources Information Portal at <https://nrip.mnr.gov.on.ca/s/fmp-online> beginning **July 1, 2021** until **March 31, 2022** when the Annual Work Schedule expires.

Interested and affected persons and organizations can arrange a remote meeting with MNRF staff to discuss the aerial herbicide project. For more information, please contact:

**Philip Cooze or Sam Hawken**  
Ministry of Natural Resources and Forestry  
922 Scott Street  
Fort Frances, ON P9A 1J4  
tel: 807-861-0034 or 807-861-0185  
e-mail: philip.cooze@ontario.ca or  
sam.hawken@ontario.ca

**Ian Armstrong**  
Boundary Waters Forest Management Corp.  
443 Sand Bay Road  
RR#2, Site 210-10  
Fort Frances, ON P9A 3M3  
tel: 807-274-9877 ext. 0  
e-mail: iarmstrong@bwfmc.ca

**Renee Perry**  
Ministry of Natural Resources and Forestry  
108 Saturn Avenue  
Atikokan, ON P0T 1C0  
tel: 807-324-0163  
e-mail: renee.perry@ontario.ca

Renseignements en français : Renee Perry au courriel : renee.perry@ontario.ca,  
ou tél. : 807 324-0163



**Corporate Services Department****Clerk's Office**

CITY of STRATFORD

City Hall, P.O. Box 818

Stratford ON N5A 6W1

519-271-0250 Ext. 5237

Fax: 519-273-5041

www.stratford.ca



July 23, 2021

Honourable Premier Doug Ford  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1

[premier@ontario.ca](mailto:premier@ontario.ca)

Dear Premier Ford:

Re: Resolution to Phase Out Ontario's Gas Plants

At their June 28, 2021 Regular Council meeting, Stratford City Council adopted a resolution petitioning the provincial government to immediately take steps to replace gas powered electrical generation with non-carbon-based sustainable alternatives.

A copy of the resolution is attached for your consideration. We kindly request your support and endorsement.

Sincerely,

Tatiana Dafoe  
Clerk

Encl.  
/ja

cc: MPP Randy Pettapiece  
MP John Nater  
Association of Municipalities of Ontario  
Federation of Canadian Municipalities  
All Ontario municipalities



## THE CORPORATION OF THE CITY OF STRATFORD

### Resolution: Phase Out Ontario's Gas Plants

**WHEREAS** the Earth is on course toward a climate crisis, unless timely actions are taken to minimize the greenhouse effect;

**AND WHEREAS** the use of fossil fuels is a major contributor to the greenhouse effect because of the increasing amount of heat trapping Carbon Dioxide in the atmosphere;

**AND WHEREAS** Stratford, along with other municipalities has declared a "Climate Emergency" and is considering a Carbon Net Zero goal to be achieved by 2050;

**AND WHEREAS** the 2050 Carbon Net Zero goal has been, and is being adopted by countries and governments at all levels, as well as by industries, social and economic institutions;

**AND WHEREAS** the most effective way of achieving that goal is through initiatives in reducing carbon footprint, and greening;

**AND WHEREAS** in the Province of Ontario, Electricity generation fueled by Natural gas contributes substantially to the province's carbon footprint and provides an opportunity for rapid reduction of carbon dioxide emissions through the elimination of this form of generation;

**AND WHEREAS** in the interest of environmental and economic wellbeing for the province of Ontario, immediate action to replace the gas generators by sustainable zero carbon alternatives should be undertaken;

**NOW THEREFORE IT BE RESOLVED** that the City of Stratford strongly appeal to the Government of Ontario to immediately take steps to replace gas powered electrical generation with non-carbon based sustainable alternatives;

**AND BE IT FURTHER RESOLVED** that this resolution be circulated to Ontario municipalities and their organizations including AMO and OSUM for their consideration of support.

-----  
Adopted by City Council of The Corporation of the City of Stratford on June 28, 2021

The Corporation of the City of Stratford, P.O. Box 818, Stratford ON N5A 6W1  
Attention: City Clerk, 519-271-0250 ext 5329, [clerks@stratford.ca](mailto:clerks@stratford.ca)

**From:** [June Caul](#)  
**To:** [Karyn Haney](#); [Lisa Slomke](#)  
**Subject:** Fwd: [External] Walk a mile in her shoes event  
**Date:** Monday, July 26, 2021 9:29:52 PM

---

Would you please put this on the next Council meeting agenda as information or wherever you think it's appropriate. I offered to give a brief outline for the organizing committee to help bring awareness to this issue.

Thank you,

June  
 Get [Outlook for iOS](#)

---

**From:** June Caul <jcaul@fortfrances.ca>  
**Sent:** Monday, July 26, 2021 9:26:55 PM  
**To:** Alyssa Strachan <strachan-aly99@hotmail.com>  
**Subject:** Re: [External] Walk a mile in her shoes event

Hi Alyssa. I will absolutely share this with Council and after talking to Rhonda Johnson-Howells earlier today, I will participate in the walk and I am honoured to be asked to speak. Thank you for your great work to bring this serious issue to the forefront.

Kind Regards,

June  
 Get [Outlook for iOS](#)

---

**From:** Alyssa Strachan <strachan-aly99@hotmail.com>  
**Sent:** Monday, July 26, 2021 4:03:38 PM  
**To:** June Caul <jcaul@fortfrances.ca>  
**Subject:** [External] Walk a mile in her shoes event

[EXTERNAL]

Good afternoon,

My name is Alyssa Strachan and I am wanting to do a "Walk a mile in her shoes event" in the town of Fort Frances.

If you have not heard of this event, it is a violence against women event where men in the community wear women's shoes to show their support for violence against women. Standing up against violence in our community. This event is hugely successful in many other communities. We have already had a couple of planning meetings, There is a lot of interest to participate as well as interest in partnering to make this successful.

Our plan is to have a generalized walk against violence. We want men and women in all roles to take part in the stand up against violence. The date we have in mind is October 1 at 12PM-2PM. Starting at the rainy lake square, we will be abiding by traffic laws, not blocking streets and walking on the sidewalk.

The reason I am emailing is I would like to ask your participation as well as council in the event,

maybe as well giving a little statement on behalf of the town for its commitments to end violence. We plan to have a little opening before the walk, and share some survivor stories and then commence the walk afterwards.

I can be reached at 8072763239 or through this email. If you want any further information I'd be happy to give it to you. We are also having another planning meeting august 23.

Thank you for your time.

Alyssa Strachan

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).

**Ministry of Municipal  
Affairs and Housing**

Office of the Deputy Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7100**Ministère des Affaires  
Municipales et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7100

August 3, 2021

**SUBJECT:     *Main Street Recovery Act: Proclamation of Amendments to the  
Municipal Act and City of Toronto Act***

Dear Chief Administrative Officers and Clerks:

As you may know, in fall 2020, the government introduced amendments to the *Municipal Act, 2001* and *City of Toronto Act, 2006* through [Bill 215, Main Street Recovery Act, 2020](#). I am writing to update you that these legislative changes are scheduled to come into force on **September 19, 2021**.

As we collectively work to recover from the impacts of the pandemic, these legislative changes will help support economic recovery on main streets across Ontario and help ensure that important goods can continue to be delivered to businesses in our communities as efficiently as possible. Past pilot projects, which worked with municipal partners, have shown that the changes could also help reduce rush-hour traffic, lower fuel costs for businesses, and reduce greenhouse gas and other emissions.

From September 19, 2021 onwards, municipalities will not be able to regulate noise related to the delivery of goods to the following destinations:

1. Retail business establishments;
2. Restaurants, including cafes and bars;
3. Hotels and motels; and
4. Goods distribution facilities.

These changes will come into force on the same day as the expiry of temporary regulations (O. Reg. 70/20 and O. Reg. 71/20). These regulations, introduced at the outset of the pandemic, limit municipalities from regulating all noise related to the delivery of goods. From September 19, 2021 onwards, once the temporary regulations expire, municipalities will again have the authority to regulate delivery noise to destinations other than the four categories listed above.

Many municipalities, as well as business and logistics sector stakeholders, have expressed support for providing more flexibility for deliveries because of the benefits they offer Ontario's main street businesses and the local communities these businesses serve. Local businesses also have an interest in working to ensure that they continue to be good neighbours while planning for deliveries of goods to their businesses.

.../2

- 2 -

Prior to these amendments coming into force and for clarity for your stakeholders, your municipality may wish to review any applicable bylaws and consider whether any changes are necessary to align with the new framework. If your municipality has any questions on these changes, I would encourage you to contact your local [Municipal Services Office](#).

We will continue to monitor the implementation of this new framework. The Minister of Municipal Affairs and Housing has regulation-making authority to authorize municipalities to regulate delivery noise to the businesses noted above. No regulations are proposed to be made at this time to minimize burden for municipalities and businesses but may be considered in the future if deemed necessary.

Thank you for your continued support and collaboration as we work to support economic recovery in Ontario's communities.

Yours truly,



Kate Manson-Smith

Deputy Minister

c: Laurie LeBlanc, Deputy Minister, Transportation  
Giles Gherson, Deputy Minister, Economic Development, Job Creation and Trade  
Brian Rosborough, Executive Director, Association of Municipalities of Ontario  
Bill Bond, President, Municipal Law Enforcement Officers' Association  
Jonathan Lebi, Assistant Deputy Minister, Local Government and Planning Policy Division, Ministry of Municipal Affairs and Housing  
Hannah Evans, Assistant Deputy Minister, Municipal Services Division, Ministry of Municipal Affairs and Housing





**John D. Elvidge**  
City Clerk

City Clerk's Office



**Secretariat**  
Marilyn Toft  
Council Secretariat Support  
City Hall, 12<sup>th</sup> Floor, West  
100 Queen Street West  
Toronto, Ontario M5H 2N2

Tel: 416-392-7032  
Fax: 416-392-2980  
e-mail: Marilyn.Toft@toronto.ca  
web: www.toronto.ca

**In reply please quote:**  
**Ref.: 21-MM32.12**

## ONTARIO MUNICIPALITIES:

**Subject: Member Motion Item 32.12**  
**Building the Early Learning and Child Care System Toronto Needs (Ward All)**

City Council on May 5 and 6, 2021, adopted the following:

1. City Council reaffirm the City of Toronto's support for building a system of early learning and child care services that are high-quality, public and not-for profit, affordable, inclusive and accessible for all families.
2. City Council express its support for the Government of Canada's April 19, 2021 budget announcement to invest in building a Canada wide system of Early Learning and Child Care and Indigenous Early Learning and Child Care, that builds on City of Toronto policies and service plans, and has adequate and ongoing operating and capital funding.
3. City Council communicate to the Provincial and Federal Governments, the City of Toronto's interest in working collaboratively, and participating in tri-lateral discussions as soon as possible, with the goal of achieving intergovernmental agreements by Fall 2021, and City Council make these negotiations a priority in our intergovernmental strategies.
4. City Council direct the General Manager, Children's Services to include in the June 2021 Growth Strategy Update report to the Economic and Community Development Committee and City Council, the opportunities and funding the Federal announcement could provide to expedite the Growth Strategy in Toronto, and to report to the Budget Committee on the City's share of new committed funding for child care once it is known.
5. City Council direct the General Manager, Children's Services to work closely with, and leverage the expertise of partners including the Province, City divisions, school boards and service providers to expand existing and develop new licensed child care services.

6. City Council request the City Clerk to distribute City Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.

A handwritten signature in black ink, appearing to be 'M. Toft', written over the text 'for City Clerk'.

for City Clerk

M. Toft/wg

Attachment

Sent to: Prime Minister of Canada  
Premier, Province of Ontario  
Executive Director, Ontario Municipal Social Services Association  
Executive Director, Association of Municipalities of Ontario  
Municipalities in Ontario

c. City Manager



## City Council

### Member Motions - Meeting 32

<b>MM32.12</b>	<b>ACTION</b>	<b>Adopted</b>		<b>Ward: All</b>
----------------	---------------	----------------	--	------------------

### **Building the Early Learning and Child Care System Toronto Needs - by Councillor Mike Layton, seconded by Councillor Shelley Carroll**

#### **City Council Decision**

City Council on May 5 and 6, 2021, adopted the following:

1. City Council reaffirm the City of Toronto's support for building a system of early learning and child care services that are high-quality, public and not-for profit, affordable, inclusive and accessible for all families.
2. City Council express its support for the Government of Canada's April 19, 2021 budget announcement to invest in building a Canada wide system of Early Learning and Child Care and Indigenous Early Learning and Child Care, that builds on City of Toronto policies and service plans, and has adequate and ongoing operating and capital funding.
3. City Council communicate to the Provincial and Federal Governments, the City of Toronto's interest in working collaboratively, and participating in tri-lateral discussions as soon as possible, with the goal of achieving intergovernmental agreements by Fall 2021, and City Council make these negotiations a priority in our intergovernmental strategies.
4. City Council direct the General Manager, Children's Services to include in the June 2021 Growth Strategy Update report to the Economic and Community Development Committee and City Council, the opportunities and funding the Federal announcement could provide to expedite the Growth Strategy in Toronto, and to report to the Budget Committee on the City's share of new committed funding for child care once it is known.
5. City Council direct the General Manager, Children's Services to work closely with, and leverage the expertise of partners including the Province, City divisions, school boards and service providers to expand existing and develop new licensed child care services.
6. City Council request the City Clerk to distribute City Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.

#### **Summary**

The lack of affordable, high-quality early learning and child care is one of the most significant challenges for families in our City. The pandemic has exacerbated the situation, and

accentuated the importance of child care for Toronto parents.

We have seen the gendered-impact of the pandemic on women. We have experienced the toll on parents, particularly mothers, because of the lack of access to child care. We know women will continue to face huge barriers to equitable participation in our economy if child care is not at the centre of COVID-19 recovery strategies. We also know that underserved communities, low-income and BIPOC families, people with disabilities, and those who are precariously-employed will not share in the benefits of economic renewal without access to affordable child care.

A broad consensus has emerged across all sectors, including business, academic, social service and feminist organizations, that a robust system of accessible, high-quality child care services is essential for Canada's economic renewal. The time is now to make long-awaited progress on child care for Toronto families.

The Government of Canada has recognized that investment in child care is urgently needed, and of national importance, for families and the economy. As part of the Budget 2021, it has committed to build a Canada-wide Early Learning and Child Care system that is affordable, high-quality and accessible for all families. The plan calls for \$30 Billion over 5 years, with an ongoing annual expenditure of \$8.3 Billion. The goal is to reduce fees by 50 percent by 2022, and achieve an average cost of \$10.00 per day by 2026.

The announcement is welcome news for women, their families, and cities across the Country. Toronto manages the second largest system of child care services in the Country, and it is important for our City to show its support for building a strong system of Early Learning and Child Care in Toronto and across Ontario – and that we are ready to work with the Federal and Provincial governments to achieve it.

City Council must reinforce the urgency, and express our willingness to be partners with all levels of government, and to act now, with urgency, to ensure this promise becomes a reality for Toronto children and families.

### **Background Information (City Council)**

Member Motion MM32.12

(<http://www.toronto.ca/legdocs/mmis/2021/mm/bgrd/backgroundfile-166359.pdf>)



**John D. Elvidge**  
City Clerk

City Clerk's Office

**Secretariat**  
Marilyn Toft  
Council Secretariat Support  
City Hall, 12<sup>th</sup> Floor, West  
100 Queen Street West  
Toronto, Ontario M5H 2N2

Tel: 416-392-7032  
Fax: 416-392-2980  
e-mail: Marilyn.Toft@toronto.ca  
web: www.toronto.ca

**In reply please quote:**  
**Ref.: 21-GL23.3**

June 24, 2021

## **ONTARIO MUNICIPAL AND REGIONAL COUNCILS:**

**Subject: General Government and Licensing Committee Item 23.3**  
**Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial**  
**Offences Act (Ward All)**

City Council on June 8 and 9, 2021, adopted the following resolution and has circulated it to all Municipal City Councils and Regional Councils in Ontario for support:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.

  
for City Clerk

M. Toft/wg

Attachment

c. City Manager

## General Government and Licensing Committee

GL23.3		Adopted on Consent		Ward: All
--------	--	-----------------------	--	-----------

### Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

#### City Council Decision

City Council on June 8 and 9, 2021, adopted the following:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.
4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

#### Committee Recommendations

The General Government and Licensing Committee recommend that:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal

representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.

4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

### **Origin**

(May 7, 2021) Report from the City Solicitor and the Director, Court Services

### **Summary**

This report responds to the changes to the Provincial Offences Act under Bill 177 Stronger, Fairer Ontario Act for City Council to review and consider taking action on the staff recommendations contained herein.

### **Background Information (Committee)**

(May 7, 2021) Report from the City Solicitor and the Director, Court Services on Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

(<http://www.toronto.ca/legdocs/mmis/2021/gl/bgrd/backgroundfile-166871.pdf>)

Attachment 1 - Bill 177 Changes to section 5.1 of Provincial Offences Act as enacted and not proclaimed

(<http://www.toronto.ca/legdocs/mmis/2021/gl/bgrd/backgroundfile-166872.pdf>)

TOWN OF FORT FRANCESMINUTESSESSION NO. #5June 9, 2021

The meeting of Economic Development Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on June 9, 2021 from 1200 hrs to 1334 hrs

PRESENT: Chairperson D. Judson, Councillors M. Behan and J. McTaggart, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Cridland, T. Ryll, C. Vangel, CBO / Municipal Planner, T. Drysdale, Economic Development Consultant, J. Forbes, Human Resources Manager, K. Haney, Deputy Clerk, E. Slomke, Clerk, Joerg Ruppenstein, FFPC, J. Pryde (1216 hrs) R. Thoms, B93 Guests: Mike Willick, Gerry Cariou, David Kircher

REGRETS:

1. **Call to Order @ 1200 hrs / Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes - Approved as presented**
  - 3.1 Session no 4 - 05 May 2021
4. **Items Referred from Council - None**
5. **New Business**
  - 5.1 Mike Willick - Presentation - Boundary Waters Forest Corp and Ontario Forest Strategy (1200 hrs) - Presentation accepted as brought forward by Mr. Willick.
  - 5.2 Gerry Cariou - Norwestario Travel Association Inc, Sunset Country (12:20). Discussion held. Committee thanked Mr. Cariou for his presentation.
  - 5.3 2005-11-18 Ltr from Ken Boshcoff, MP - Legislative Analysis - International Bridge - Letter to be drafted re proposed recommendation to be forwarded to Council for consideration at next meeting.
6. **Outstanding Items**
  - 6.1 **Standing items for updating:**

**Rainier Bridge** - *Letters to Stauber and Klobuchar - Concerns re rail bridge. C. Vangel to communicate with CN Public Affairs group and bring further information back to next meeting. Working group to be created and consist of C. Vangel, J. Caul, J. McTaggart and D. Cridland. 2021/06/09: Working group to meet within next two weeks.*

**Orea White Paper Small Towns Big Opportunities** - *Further information re action plan/seeking organizations that can assist in lobbying to be sought. Item identified at RRDMA - on radar, may assist in lobbying going forward. Query pilot project. 2021/06/09: Item to proceed to NOMA in January with CAO involvement.*

**Winnipeg to Thunder Bay tourism route initiative** - *Work in progress. NOMA tourism panel aware - possible intent to draw people to Hwy 11 and onto 71 corridor. 2021/06/09: No updates*

**Cross Border Fishing Activity** - *Status of reciprocal agreement re walleye report to be determined. 2021/06/09: Correspondence forwarded. No further updates.*
7. **Information**
  - 7.1 May - TOFF 2 year workplan REPORT to EDEC - Accepted as presented

**8. In-Camera - 1323 hrs to 1334 hrs**

- 8.1 A trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; Funding Application

**9. Adjourn @ 1334 hrs / Next Meeting Date - 07 July 2021**

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
, Acting CAO

**Wednesday, 9 June 2021****8 a.m. via Zoom****DRAFT MINUTES – motion required to approve****Page 1 of 3**

Pat Gartshore Chair – Gartch's Int. Pub	P	Rick Wiedenhoef – Town Councilor Town of Fort Frances	A
Shelley Wepruk Secretary	P	Stacey Cridland Flint House	P
Pam Williams ) 4 Your Pets	P	Ed Gackley Flinthouse	A
Scott Krinke-Turvey Inkspotz	P	RRFDC Representative Geoff Gillon	P
Jamie Pryde Modern Family Diner	A	Heather Johnson Chamber of Commerce Rep	P



## **1. Call to Order , Call for Conflict of Interest, Call for Agenda Additions**

Pat Gartshore – Chair - opened the meeting at 8:01 am. ... The Agenda and minutes had been sent via email. Members were asked for any emergency agenda additions or conflicts of interest, none were noted.

## **2. Approval of Minutes**

### **B.I.A Board of Management Meeting –9 June, 2021**

Copies of the minutes from the 12 May 2021 Board of Management Meeting circulated for review and approval. The following motion was made:

#### **Motion #Pam Williams/Stacey Cridland**

TO accept the minutes presented of 12 May 2021

Also to ratify all motions made on that date.

**No against or abstentions**

**CARRIED**

## **3. Accounts Payable & Financial Report**

#### **Motion #2 –Pat Gartshore/Pam Williams**

TO accept the total payable for, June 2021 in the amount of \$3821.89

**No against or abstentions**

**CARRIED**

**CARRIED**

## **4. New Business - Call for New Business**

1. Residential Schools tragedy.

**Board of Management Meeting –9 June 2021**

**Page 1 of 3**



## **5. Committee Reports**

### **Finance and Administration Committee**

1. All in good standing. We have not received any correspondence from the town in regards to our Arrears.

### **Promotions Committee**

1. Scott would like to see us do some advertising in International Falls. With the Falls Journal closing, we should snap up some spots ASAP.

#### **Motion #3 Scott Krinke-Turvery/Shelley Wepruk**

TO allot the amount of \$600.00 US for radio ads in International Falls, Minnesota.

**No against or abstentions**

**CARRIED**

2. It was decided that we will go ahead with our subsidize promotion Shelley will talk to Murray and give him the go ahead for the paper.

### **Maintenance Committee**

1. Baskets are up. Make sure town waters them while they are up. A huge thank you to the Power Corp. for all their help putting them up.
2. Will need to talk to Twila in regards to the number of baskets needed. We had her prepare 36 but only needed 34. The two extras will be placed in Rainy Lake Square.

### **Chamber of Commerce**

1. Treasure hunt was happening today. 16 teams are participating with 15 businesses participating.
2. Testing kits are going well and seem to be well received. Some have been sent to area tourist camps.
3. Another scavenger hunt is scheduled for July.
4. Chamber is in the process of hiring a summer student.

### **Social Media**

- 1 Not much is going on with social media. Tribal Health is hosting a drag brunch on 26 June in Rainy Lake Square. It was suggested that we donate some ad money to promote the brunch.

## **6. New Business**

1. It was suggested that we place an ad in recognition of the Residential School tragedy.

**Motion #4 –Pat Gartshore/Scott Krinke-Turvey**

TO spend \$300.00 to have a notice of recognition in the paper regarding the Residential School tragedy

No against or abstentions

**CARRIED**

## **7. Old Business**

## **Setting of Next Board Meeting**

### **4. Motion Pam Williams**

To close the meeting

No against or abstentions

All in agreement – CARRIED - Meeting Closed at 8:45 a.m.

Our next meeting date will be 14 July, 2021 via Zoom at 8am.

**PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. VIA THE INTERNET UNTIL WE CAN ONCE AGAIN MEET IN PERSON AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.**

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #10

June 22, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on June 22, 2021 from 1200 hrs to 1207 hrs

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

ALSO PRESENT: D. Galusha, Treasurer, J. Holiday, Deputy Treasurer, J. Forbes, Human Resources Manager, K. Haney, Deputy Clerk, E. Slomke, Clerk, R. Thoms B93

REGRETS: D. Judson

- 1. **Call to Order @ 1200 hrs/ Roll Call**
- 2. **Disclosure of pecuniary interest and the general nature thereof - none**
- 3. **Approval of Previous Committee Minutes**
  - 3.1 Session #9 - 08 June 2021 - Accepted as presented
- 4. **Items Referred from Council**
  - 4.1 2021/31 - Royal Canadian Legion Manitoba / NW Ontario Command Advertising - Committee in agreement with recommendation.
- 5. **New Business**
  - 5.1 2021/28 - Investment Management Update - Accepted as presented
  - 5.2 Collections Policy Update - Accepted as presented.
- 6. **Outstanding Items - none**
- 7. **Information**
  - 7.1 Information Items - Financial Statements - Accepted as presented
- 8. **In-Camera - none**
- 9. **Adjourn @ 1207 hrs / Next Meeting Date - 06 July 2021**

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
Acting CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #12July 5, 2021

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on July 5, 2021 from 0830 hrs to 0920 hrs.

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

ALSO PRESENT: C. Vangel, CBO/Planner, P. Briere, By-law Enforcement Officer, E. Slomke, Clerk, K. Haney, Deputy Clerk, T. Rob, Manager, Operations & Facilities, R. Thoms B93, M. Emara, Fort Frances Times

**1. Call to Order @ 0830 hrs / Roll Call**

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

**3. Approval of Previous Committee Minutes**

3.1 Session no 11 - 21 June 2021 - Accepted as presented

**4. Items Referred from Council**

4.1 2021 06 29 request fr V Bhulasi to extend building seasons 843 Huffman Court - Committee approved an extension of two years.

**5. New Business**

5.1 Truck Route Considerations - Review to OFEC. Will await input from O & F and bring back to next meeting.

5.2 Ltr from L Jenks re green space and recreation facilities - Correspondence accepted with thanks. To be referred to mill planning exercise.

5.3 Tender No. 2021-PD-10 Award Recommendation - Consensus to move forward with Canadian National Demolition contingent on formal deposit.

**6. Outstanding Items**

6.1 Sunny Cove Hydro Easement Request - Committee approved to advance to proposed greenline.

6.2 Phair Avenue Park Redevelopment Discussion - Recommendation of Committee to advance further to budget

**7. Information**

7.1 PDEC - By-Law June Stats - Accepted as presented

**8. In-Camera - None**

**9. Adjourn / Next Meeting Date - 03 August 2021**

---

Executive Committee Chair

---

Secretary, Planning & Development Executive  
Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #39

July 5, 2021

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Committee Room & Virtually on July 5, 2021 from 10:30 a.m. to 11:02 a.m.

PRESENT: Michael Behan - Chairman, Andrew Hallikas - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Aaron Bisson, Recreation and Culture Manager

ALSO PRESENT: Lisa Slomke - Clerk & Acting CAO, Randy Thoms - B93, Merna Emera - Fort Frances Times, Natali - Fort Frances Times,

- 1 CALL TO ORDER/Roll Call (Session #39) - 10:30**
- 2 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF- None**
- 3 APPROVAL OF PREVIOUS COMMITTEE MINUTES**
  - 3.1 June 21, 2021 Minutes - Approved as presented
- 4 NEW BUSINESS**
  - 4.1 Ice In Date - Approved as directed
  - 4.2 Fort Frances Senior Centre Name Change - Approved as presented
- 5 ADJOURNMENT - 11:02**

\_\_\_\_\_  
M.Behan, Executive Committee Chair

\_\_\_\_\_  
A. Bisson, Recreational and Culture Manager

TOWN OF FORT FRANCESMINUTESSESSION NO. #009July 7, 2021

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday July 7, 2021 from 8:30 a.m. to 9:09 a.m.

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

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, L. Slomke, Acting CAO, Adam Mitchell (8:30 a.m. to 9:09 a.m.), Cody Vangel (8:30 a.m. to 8:57 a.m.), Merna Amera (8:30 a.m. to 9:09 a.m.) and Randy Thoms (8:35 a.m. to 9:09 a.m.)

# **1 Call to Order**

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

# **2 Disclosure of pecuniary interest and the general nature thereofNone**

2.1 None

# **3 Approval of Previous Committee Minutes**

3.1 Minutes from the previous meeting on June 9, 2021 - the minutes were approved as amended.

# **4 Items Referred from Council**

4.1 Request to Relocate Truck Route - the administration report was approved as recommended.

# **5 New Business**

5.1 Award of Tender 21-OF-11 - Memorial Sports Centre Concrete Works - the administration report was approved as recommended.

5.2 Application for Funding for Airport Improvements under the Northern Ontario Heritage Fund Community Enhancement Fund - the administration report was approved as recommended.

- 5.3 Unbudgeted Emergency Replacement of the Firehall Roof Top Unit - the administration report was approved as presented.

## **6 Information**

- 6.1 Fort Frances Wastewater Treatment Facility May 2021 Monthly Report - the Wastewater Treatment Monthly Report for May was received and will be forwarded to Council as information only. No action required.
- 6.2 Sewer and Water Data for 2021 - updated June 29, 2021 - the Sewer and Water Data was received and will be forwarded to Council as information only. No action required.
- 6.3 Airport Statistics as of June 30, 2021 - the Airport Statistics were received and will be forwarded to Council as information only. No action required.

## **7 Adjourn / Next Meeting Date**

- 7.1 The meeting adjourned at 9:09 a.m.

Next meeting August 4, 2021.

---

Executive Committee Chair

---

T. Rob, Manager of Operations & Facilities



TOWN OF FORT FRANCESMINUTESSESSION NO. #6July 7, 2021

The meeting of Economic Development Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on July 7, 2021 from 1203 to 1245 hrs.

PRESENT: Chairperson D. Judson, Councillors M. Behan and J. McTaggart, Mayor J. Caul (ex-officio) 1208 hrs

ALSO PRESENT: D. Cridland, J. Pryde, C. Vangel, CBO / Municipal Planner, G. Gillon, RRFDC, J. Forbes, Human Resources Manager, E. Slomke, Clerk, Joerg Ruppenstine, CAO, FFPC, K. Haney, Deputy Clerk, M. Emara, Fort Frances Times, R. Thoms, B93.1, Heather Grupp (Guest)

REGRETS: T. Drysdale, Economic Development Consultant, T. Ryll

**1. Call to Order @ 1203 hrs / Roll Call**

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

**3. Approval of Previous Committee Minutes**

3.1 Session no 5 - 09 June 2021 - Accepted as presented

**4. Items Referred from Council**

4.1 International Bridge - Mayor Caul and Councillor McTaggart met with Minister Rickford. Meeting to be organised with TOFF, to include Federal government (Marc Powlowski) for further discussion re International bridge status.

**5. New Business - None**

**6. Outstanding Items**

**6.1 Standing items for updating:**

**Ranier Bridge** - Letters to Stauber and Klobuchar - Concerns re rail bridge. C. Vangel to communicate with CN Public Affairs group and bring further information back to next meeting. Working group to be created and consist of C. Vangel, J. Caul, J. McTaggart and D. Cridland. 2021/06/09: Working group to meet within next two weeks  
2021/07/07: Conversation with CN Public Affairs and C. Vangel re future status of Ranier Bridge. Concerns identified included flood risk and economic gateway between two communities. Project in infancy stage with 3-5 year potential. TOFF requested to be kept apprised of consultation process.

**Orea White Paper Small Towns Big Opportunities** - Further information re action plan/seeking organizations that can assist in lobbying to be sought. Item identified at RRDMA - on radar, may assist in lobbying going forward. Query pilot project. 2021/06/09: Item to proceed to NOMA in January with CAO involvement. 2021/07/07: No updates. Keep as item on agenda

**Winnipeg to Thunder Bay tourism route initiative** - Work in progress. NOMA tourism panel aware - possible intent to draw people to Hwy 11 and onto 71 corridor. 2021/06/09: No updates. 2021/06/29: Heart of Canada Touring Route 2021/07/07: In final stages of touring route between Winnipeg and Thunder Bay. Regional initiative and a focus on Highway 71 corridor. Recommendation via Committee for Council to support RRFDC by way of resolution a seat on affiliated steering committee. Public launch of initiative to occur at 2022 Rendez-vous Canada.

**Cross Border Fishing Activity** - Status of reciprocal agreement re walleye report to be determined. 2021/06/09: Correspondence forwarded. No further updates. 2021/07/07: Correspondence outstanding. Keep as item on agenda

- 7. Information
  - 7.1 TOFF 2 year workplan - Report to EDEC - Accepted as presented
- 8. In-Camera - none
- 9. Adjourn @ 1245 hrs / Next Meeting Date - 04 August 2021

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
, Acting CAO