

TOWN OF FORT FRANCES

AGENDA - November 8, 2021

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COMMITTEE OF THE WHOLE MEETING

held virtually

(Session No.085) 5:30 PM

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1. **CALL TO ORDER / ROLL CALL**

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

3. **Delegations/Deputations:**

3.1 357/358 Application -302 Williams Ave

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- Approval of this Report will agree with the recommendation of the Administration & Finance Executive Committee to process the adjustment for 2021 taxes under Section 357/358 of the Municipal Act for property located at 302 Williams Ave. resulting from the commercial portion of the property being removed effective on the date of the sale of the property

3.2 357-358 Application - 427 Mowat Ave

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- approval of this Report will agree with the recommendation of the Administration & Finance Executive Committee to process the adjustment for 2020 taxes under Section 357/358 of the Municipal Act for property located at 427 Mowat Ave. resulting from the removal of specific buildings.

3.3 Best for Kitty - Gord McCabe and Joan Foley

6 - 7

- will be referred to Planning and Development Executive Committee for recommendation

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

4.1 Mayor June Caul - Verbal Update

Councillor Mike Behan - Verbal Update

Councillor Wendy Brunetta - Verbal Update

Councillor Andrew Hallikas - Verbal Update

5. Consent Agenda:

- | | | |
|-----|--|---------|
| 5.1 | TPA for Ontario CCTV Grant Program
- approval of this report will agree with the recommendation of the Administrative and Finance Executive Committee as outlined in the report | 8 - 42 |
| 5.2 | Amended Property Assessment Notice -427 Mowat Ave
- approval of this Report will agree with the recommendation of the Administration & Finance Executive Committee to approve the adjustment of 2021 taxes from the Amended Property Notice for property located at 427 Mowat Ave as presented. | 43 |
| 5.3 | Tax Sale Extension Agreement
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to give the Treasurer authority to enter into extension agreements for Residential properties as laid out in Section 378. | 44 - 45 |
| 5.4 | Voting Method for the 2022 Municipal Election
- approval of this report will agree with the recommendation from the Administration & Finance Executive Committee as outlined in the report | 46 - 47 |
| 5.5 | Vaccine Policy
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee that the Vaccination Policy be approved as presented | 48 - 54 |
| 5.6 | Landfill Expansion Informational Update
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the report and related information be received by Council as information and that no further action is required at this time. | 55 - 60 |

6. Administration and Finance Division:

- | | | |
|-----|---|---------|
| 6.1 | Delegation of "Head" under the Municipal Freedom of Information and Protection and Privacy Act ("MFIPPA")
- approval of this report will agree with the recommendation for Council enact a By-Law to designate the Municipal Clerk as the head | 61 - 62 |
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of municipality for the purposes of the Municipal Freedom of Information and Protection of Privacy Act	
7. <u>Information:</u>	
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7.2 October Activities for By-law Enforcement	64 - 65
8. <u>ADJOURNMENT</u>	

ADMINISTRATION AND FINANCE DIVISION

Treasury Report 2021/54

To: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: November 2, 2021
SUBJECT: 357/358 Applications for Tax Adjustment
Re: 302 Williams Ave. (2021) Roll# 5912-030-006-12300-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment of taxes for April 9, 2021 to December 31, 2021 for 302 Williams Ave. The adjustment is due to the commercial portion of the property being removed effective on the date of property sale, as it is no longer applicable after the sale. The impact to the 2021 taxes is a reduction of \$58.97 of which \$37.71 is municipal and \$21.26 is education.

The Municipality may object to the application for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of taxes for April 9, 2021 to December 31, 2021 under Section 357/358 of the *Municipal Act* for property located at 302 Williams Ave. resulting from the commercial portion of the property being removed effective on the date of property sale, as it is no longer applicable after the sale.

Council Approval of this Report will agree to the recommendation of the Administration & Finance Executive Committee to process the adjustment for 2021 taxes under Section 357/358 of the Municipal Act for property located at 302 Williams Ave. resulting from the commercial portion of the property being removed effective on the date of the sale of the property.

ADMINISTRATION AND FINANCE DIVISION

Treasury Report 2021/55

To: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: November 2, 2021
SUBJECT: 357/358 Applications for Tax Adjustment
Re: 427 Mowat Ave. (2020) Roll# 5912-010-001-10700-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment of taxes for October 15, 2020 to December 31, 2020 for 427 Mowat Ave. The adjustment is due to removal of specific buildings identified as P4A and P61. The impact to the 2020 taxes is a reduction of \$516.50 of which \$447.07 is municipal and \$69.43 is education.

The Municipality may object to the application for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of taxes for October 15, 2020 to December 31, 2020 under Section 357/358 of the *Municipal Act* for property located at 427 Mowat Ave. resulting from the removal of specific buildings.

Council Approval of this Report will agree to the recommendation of the Administration & Finance Executive Committee to process the adjustment for 2020 taxes under Section 357/358 of the Municipal Act for property located at 427 Mowat Ave. resulting from the removal of specific buildings.

Appendix E

Application for Delegation / Deputation


**REQUEST FOR DELEGATION / DEPUTATION BEFORE
COUNCIL OF THE TOWN OF FORT FRANCES**
**ALL DELEGATIONS / DEPUTATIONS ARE REQUIRED TO PROVIDE A WRITTEN
SUBMISSION PRIOR TO THE AGENDA DEADLINE**

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

Preferred Meeting Date: November 1 or November 8, 2021

I am requesting a delegation / deputation to speak:

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

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

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

Gord McCabe/Joan Foley

Subject of Presentation

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

Request to use the town's animal facility to house cats in emergency situations.

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

Reason why this delegation / deputation is important to Council and to the municipality:

We do a great deal to alleviate the stray cat population in town.

Date of Request: October 25, 2021 Signature of Speaker: R McCabe J Foley

Address: 921 Banta Blvd.

Telephone / Fax Numbers: 807 275-9753

E-mail Address: bestforkitty@gmail.com

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

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



Best for Kitty
308 Fifth St W.
Fort Frances, ON
P9A 3S1

October 6, 2021

Town of Fort Frances

Dear committee members

We would like to introduce you to Best for Kitty. We are a "cats-only" rescue which began operation in October 2020 to address a need that we felt existed in the Rainy River District. Prior to Covid, Paws and Claws, an animal rescue organization in International Falls, was able to serve many of the area's needs. However, with the border no longer accessible, we launched our organization and to date we have rescued and rehomed close to 70 cats and kittens, something we are very proud of.

We operate solely on donations. We take stray, abandoned or neglected cats and kittens, have them vetted (shots and neuter/spay), and then find them loving, forever homes or transfer them to larger rescues in Ontario where the demand for cats or kittens is greater. We believe we are helping tremendously with the stray cat population in Fort Frances and surrounding areas.

We are not asking for any direct financial assistance. We do have a small group of fosters, and these people, along with our small group of 5 volunteers, pay all expenses for fostering (food, kitty litter, etc.), We pay for the bulk of this out of our own pockets. We use donations largely to pay for vet care which is very expensive.

We do, however, need your help. One of our major issues is a warm and safe place to house cats who come into our care when no foster is available. We are asking the Town to allow shared access to a portion of the animal facility on Fifth St. W. We would use this space to house a small number (max. five) of cats ONLY when we have no foster available. We would be solely responsible for all aspects of their care so would require access to visit the facility daily. We are hoping this will be the first step in developing a working relationship with the Town to help alleviate the problem of stray and abandoned cats in the community.

We would be happy to answer any questions you may have, either from individuals, or if necessary, at a full meeting of Council.


Gord McCabe
President


Joan Foley
Secretary/Treasurer

Helping cats and kittens of the Rainy River District

Email bestforkitty@gmail.com Telephone (807) 275-9753 or (807) 276-8670

Date: November 8th, 2021

To: Committee of the Whole

From: Jeremy Hughes, Information Technology Manager

Subject: Entering into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario for the Ontario Closed Circuit Television Grant Program

BACKGROUND

On July 23rd, 2021, the Town of Fort Frances (*the "Town"*), in partnership with the Fort Frances Ontario Provincial Police (*the "OPP"*), submitted an application through the Ontario Closed Circuit Television Grant Program to expand and enhance video surveillance capabilities throughout the downtown core of Fort Frances along routes identified by the OPP.

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

On October 7th, 2021, the Town was notified that it was successful in receiving \$170,000 in total funding toward this \$340,000 project. The corresponding Transfer Payment Agreement was provided to the Town on October 22nd, 2021 and must be executed before November 22nd, 2021.

RECOMMENDATION

Approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to execute the attached Transfer Payment Agreement and authorize the unbudgeted expenditure of project funds in the 2021 budget year.

ATTACHMENTS

Attached is a document titled *Ontario Transfer Payment Agreement* (33 pages), which includes the contract and project application.

Council approval of this report will agree with the recommendation that:

- 1) The Town of Fort Frances enter into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Ministry of the Solicitor General under the Ontario Closed Circuit Television Grant program.
- 2) An authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.
- 3) An unbudgeted capital expense be authorized for the 2021 budget year in the amount of \$340,000, with \$148,000 to be funded from the Modernization Reserve Fund.
- 4) This resolution and By-Law be provided to the Police Services Board as information.

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1 day of April 2021

B E T W E E N:

**Her Majesty the Queen in right of Ontario
as represented by the Ministry of the Solicitor General**

(the “Province”)

- and -

Corporation of the Town of Fort Frances

(the “Recipient”)

BACKGROUND

The Ontario Closed Circuit Television (CCTV) Grant program is designed to support police services by expanding CCTV systems to deter criminal activity related to gun and gang violence and improve public safety.

The Province has agreed to support the Recipient by providing one-time funding of \$170,000.00 in Funding Year 2021-2022 to allow OPP Fort Frances to execute the initiative Fort Frances Downtown Core Video Surveillance Upgrade as set out in Schedule “C”.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Reporting and Payment Schedule
- Schedule "F" - Interim Reports/Final Reports - Templates

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS, EXECUTION AND TRANSMISSION

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

3.2 The parties agree that this Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic signature of a party may be evidenced by one of the following means and transmission of this Agreement may be as follows:

- (a) a manual signature of an authorized signing representative placed in the respective signature line of this Agreement and this Agreement
 - (i) delivered by facsimile transmission to the other party, provided that the parties agree to a facsimile transmission; or
 - (ii) scanned as a pdf and delivered by email to the other party;
- (b) a digital signature, including the name of the authorized signing representative typed in the respective signature line of this Agreement, an image of a manual signature or an Adobe signature of an authorized

signing representative, or any other digital signature of an authorized signing representative with the other party's prior written consent, placed in the respective signature line of this Agreement and this Agreement delivered by email to the other party; or

(c) any other means with the other party's prior written consent.

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE SOLICITOR
GENERAL**

Date

Emily Jefferson
Manager, Program Development Section

Corporation of the Town of Fort Frances

Date

Mayor

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

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

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

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

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

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

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

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

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

“Event of Default” has the meaning ascribed to it in section A13.1.

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

“Funding Year” means the Funding Years set out in Schedule “B”

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

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

“Initiative” means any of the initiatives identified in Schedule “B” “C” and “D”.

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

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b) and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

“Reports” means the reports described in Schedule “F”, Schedule “G” and Schedule “H”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan

attached to the Agreement as Schedule “E”; and

- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

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

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) subject to Schedule B (section A29.2), spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

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

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

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

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

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

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

A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or

could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will, subject to applicable law and section A30.1:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will, subject to applicable law and section A30.1:

- (a) submit to the authorized parties, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", Schedule "G" and Schedule "H", or in a form as specified by the Province from time to time;
- (b) submit to the authorized parties, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. As the subject matter of the four initiatives set out in Schedule C hereto, for which the Recipient is funded under this Agreement, are unique to this Agreement, the inspection rights in this section differ from the Province's standard requirements, the inspections may only be carried out by a person or a role who has received security clearance from the Recipient in its reasonable discretion (for the purposes of this section A7.0, the "authorized persons"). Upon twenty-four hours' Notice to the Recipient and during normal business hours, the authorized parties may, subject to applicable law, section A30.1 and at the Province's expense, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds. For these purposes, the authorized parties may, subject to applicable law and section A30.1, take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, and subject to applicable law and section A30.1, the Recipient will disclose any information respecting the Project requested by the Province and will do so to the authorized persons in the form requested by the Province.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province or any of the authorized parties any control whatsoever over the Recipient's records.

A7.6 Auditor General. The rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a

form and manner as directed by the Province.

- A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

- A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

- A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a provision requiring the insurer to endeavour to provide a 30-day written notice of cancellation or termination.
- A10.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

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

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

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

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide Reports, in accordance with section A7.1, or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;

- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

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

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article 11 will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, subject to Schedule B (section A29.2), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A16.2 Debt Due. If, pursuant to the Agreement:

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

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

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

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

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venture, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than

one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

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

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

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$170,000.00	
Expiry Date	March 31 st , 2023	
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00	
Insurance	\$ 2,000,000.00	
Contact information for the purposes of Notice to the Province	<p>Name: Ram Thanabalasingam and Silvana Burke External Relations Branch, Public Safety Division Ministry of the Solicitor General</p> <p>Address: 25 Grosvenor Street, 12th Floor Toronto ON M7A 2H3</p> <p>Email: Ramanan.Thanabalasingam@Ontario.Ca and Silvana.Burke@Ontario.ca</p>	
Contact information for the purposes of Notice to the Recipient	Name:	Jeremy Hughes
	Position:	Information Technology Manager
	Address:	320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
	Email:	jhughes@fortfrances.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name:	Dawn Galusha
	Position:	Treasurer
	Address:	320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
	Email:	dgalusha@fortfrances.ca

Additional Provisions:

None.



Ontario CCTV Grant

Case No.: null
AGENDA ITEM #5.1

Saved: 07/23/2021 09:17

Expand

Validate

Instructions	A - Organization Information	B - Organization Address Information
C - Application Contact Information	D - Grant Payment Information	E - Project Information
F - Project Work Plan	G - Budget	M - Declaration and Signing

Instructions

Before filling out the application read the entire PROGRAM/APPLICATION GUIDELINES. It may be useful to print a copy of the Program/ Application guidelines to refer to while completing the application. There may be some questions on this application that you are NOT required to complete, these will be noted clearly in the Program/Application guidelines. Some programs require you to contact a ministry advisor prior to submitting your application.

Information about eligible organizations and expenses are detailed in the Program/Application guidelines.

Some fields in your application will already have the information you supplied during enrolment or from previous applications.

Answer each question fully or indicate "not-applicable" if the question is not relevant or does not apply to your project. Answers may vary in length depending on the nature of your project or program.

Provide reasons and supporting data where applicable to support your application. Demonstrate how your project addresses the grant program priorities.

Prepare necessary support materials. Ensure you have all of the necessary support materials electronically (either scanned, pdf or attachment). The required attachments are listed below.

Note that Ministry consideration of an application does not guarantee funding. Applications will be assessed on the basis of the information provided by the applicant within the completed application forms and for their ability to achieve the objectives of the program.

The Ministry cannot guarantee funding to all applicants, nor can the ministry ensure that the total amount requested by successful applicants will be granted. The ministry reserves the right, in its sole discretion, to fund or not fund any particular project or program for which an application is submitted. The decision to fund all or part on an applicant request will depend on its fit to the program priorities, assessment criteria and the overall demand of funds in the program.

A - Organization Information

This section is not editable and displays information from your Transfer Payment Ontario (TPON) registration. The TPON system is a one-window self-serve registration system for submitting and updating organization profile information. All organizations receiving transfer payments from the Government of Ontario must register in the TPON system. If changes are required in Section A of your application, please make them in the TPON system. Once your information is revised, all future downloaded forms will include the updated information

Organization Name:

Organization Legal Name:

Website URL:

CRA Business Number

B - Organization Address Information

This section is not editable and displays information from your Transfer Payment Ontario (TPON) registration. The TPON system is a one-window self-serve registration system for submitting and updating organization profile information. All organizations receiving transfer payments from the Government of Ontario must register in the TPON system. If changes are required in Section B of your application, please make them in the TPON system. Once your information is revised, all future downloaded forms will include the updated information.

Business Address

Unit Number:

Street Address 1:

Street Address 2:

City/Town:

Country:

Mailing Address

Unit Number:	Street Address 1
Street Address 2	City/ Town
Province	Postal Code
Country	

C - Application Contact Information

Please provide contacts for this application, including whether or not they have signing authority. Contacts with the Applicant role will receive email notifications regarding case submission, reports due, and payments. Contacts with the Payee role will receive notifications regarding payments.

Contacts with signing authority will be prompted to digitally sign this form in Section Z.

			Remove
Salutation: * Mr.	First Name: * Jeremy	Last Name: * Hughes	
Primary: <input checked="" type="checkbox"/>	Role: * Applicant	Email Address: * jhughes@fortfrances.ca	
Title: Information Technology Manager	Department: Administration	Phone Number (Work): * (807) 274-5323 x1219	
Phone Number (Mobile): (807) 271-2409	Fax Number: (807) 274-8479	Signing Authority <input type="checkbox"/>	
			Add Remove

Salutation: * Mr.	First Name: * Doug	Last Name: * Brown	
Primary: <input type="checkbox"/>	Role: * Other	Email Address: * dbrown@fortfrances.ca	
Title: Chief Administrative Officer	Department: Administration	Phone Number (Work): * (807) 274-5323 x1213	
Phone Number (Mobile):	Fax Number: (807) 274-8479	Signing Authority <input checked="" type="checkbox"/>	

D - Grant Payment Information

Should your application be successful, this information will be used to make payments.

Payment Address

Payment Organization Name (max 100 characters) *
Corporation of the Town of Fort Frances

Street Address 1 *	Street Address 2	City/Town *	AGENDA ITEM #5.1
320 Portage Avenue		Fort Frances	
Province *	Postal Code *		
ON	P9A3P9		
Method of Payment			
Electronic Fund Transfer			

E - Project Information

Project Name (maximum 250 characters) *

Fort Frances Downtown Core Video Surveillance Upgrade

Project Start Date (mm/dd/yyyy) *	Project End Date (mm/dd/yyyy) *
08/01/2021	08/31/2022
Requested Amount: *	Total Cost of the Project: *
\$170,000.00	\$340,000.00

Project Summary: *

The downtown core of Fort Frances regularly experiences high crime rates in comparison to its surrounding neighbourhoods. The Fort Frances OPP ("Ontario Provincial Police") investigated 26 drug-related occurrences in 2020, up from 13 in 2019. Multiple investigations involving illegal drug use, drug trafficking, gun, and gang related occurrences have resulted in drugs, guns, and other weapons being seized within the community. Preliminary data from 2021 indicates these occurrences are on the rise.

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

The funding opportunity provided by this grant would allow the Town to support the OPP vision for safe communities and a secure Ontario by:

- Replacing existing standalone video surveillance equipment with a centralized system
- Expanding video surveillance capabilities throughout the downtown core of Fort Frances as per the attached Coverage Map
- Increasing the availability of video surveillance records to the OPP and expediting access to them

Demonstrated Need: *

The Town of Fort Frances is located on the Ontario-Minnesota border, with a population of 7,739 in 2016. Due to its proximity to the United States, international tourism is drawn into the Town to access the numerous hunting and fishing attractions found throughout the Rainy River District. This leads to significant increases in traffic from late spring to early fall each year.

The Rainy River District encompasses 10 municipalities and 10 Anishinaabe communities, of which Fort Frances serves as the financial, medical, and basic needs hub. The Town also houses critical district infrastructure, such as the district jail and courthouse.

The downtown core of Fort Frances regularly experiences a high volume of pedestrian and vehicular traffic. The attached Heat Map shows that in 2020, 45% of all front line calls for service responded to by the Fort Frances OPP were in the downtown core, which is up from 40% in 2018 and 2019. These calls include violent, property, drug, gun, and gang related crime, along with operational calls for service. The concentration of calls originating from the downtown core is expected to increase as pandemic restrictions are lifted.

Over the last five years, the Rainy River District has seen a rise in street gang presence. There has also been an increase in gang member activity throughout the Town in the last year. These gangs are known to traffic crack, cocaine, crystal meth, fentanyl, prescription drugs, and firearms.

In 2020, Fort Frances saw an influx of fentanyl and methamphetamine related crimes. Suspected overdose occurrences responded to by the Fort Frances OPP increased from 12 in 2019 to 77 in 2020. An opioid focus group conducted by community partners in 2020 indicates that the actual number of overdoses in Fort Frances is significantly higher. Suspected opioid related deaths also increased from 3 in 2019 to 8 in 2020. The actual number of opioid related deaths is known to increase pending results of toxicology reports. The Fort Frances OPP is committed to disrupting the supply chain of illegal drugs flowing into the community.

The OPP is always looking for ways to support victims and their needs through the Ontario Anti-Human Trafficking Strategy. In 2018, there were 82 individuals identified as homeless in Fort Frances. In 2020, 83 people utilized an overnight warming shelter in the downtown core, up from 79 people in 2019. This growing population is often vulnerable to the drug trade, exposing them to a high risk for human trafficking and gun and gang activity.

In the past, the OPP has successfully utilized existing video surveillance records to combat gun and gang activity, investigate drug offences, and mitigate crimes against vulnerable individuals in Fort Frances. Enhanced coverage, quality, retention, and availability of video surveillance outlined in this proposal will aid in:

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

This funding will help ensure the best possible police services are delivered to the community of Fort Frances and the surrounding Rainy River District by:

- Replacing existing cameras at the Fort Frances Museum, Rainy Lake Square, and Fire Hall with centrally managed network cameras
- Creating network connectivity between the Rainy Lake Square and Fort Frances Museum
- Installing new cameras in the downtown core of Fort Frances along target routes identified by the OPP
- Engineering robust network links for new cameras
- Installing new recording servers at the Fort Frances Museum and Civic Centre
- Creating secure external access to video surveillance records for OPP use

This Town of Fort Frances Police Services Board has officially endorsed this application through the attached Resolution. Various community organizations and businesses have endorsed this proposal through the attached Letters of Support. The Town of Fort Frances has also partnered with the Fort Frances Power Corporation to facilitate equipment installations.

F - Project Work Plan

Key Milestones *	Activities *	Start Date (mm/dd/yyyy) *	End Date (mm/dd/yyyy) *	Responsibility *	Performance Indicator *
Engineering RFQ	<ul style="list-style-type: none"> • Create scope of work • Engage engineering vendors • Select engineering vendor 	08/01/2021	12/31/2021	Town of Fort Frances	N/A
Engineering Work (Timeframe dependent on Town Council budget approval)	<ul style="list-style-type: none"> • Produce 3D map of wireless coverage targets • Document wired & wireless coverage options • Produce network coverage map for various hardware implementations 	09/01/2021	01/31/2022	Engineering Vendor	N/A

Equipment Tender	<ul style="list-style-type: none"> • Create scope of work • Publish equipment tender • Select equipment vendor • Purchase equipment • Purchase software 	02/01/2022	02/28/2022	Town of Fort Frances	N/A	AGENDA ITEM #5.1
Equipment Delivery	• Deliver equipment	03/01/2022	03/31/2022	Equipment Vendor	N/A	-
Configuration	<ul style="list-style-type: none"> • Inventory equipment • Configure laptops • Configure servers • Configure network equipment • Configure cameras 	03/01/2022	08/31/2022	Town of Fort Frances	N/A	-
Installation	<ul style="list-style-type: none"> • Purchase installation materials • Install servers • Install network equipment • Install cameras 	03/01/2022	08/31/2022	Town of Fort Frances & Fort Frances Power Corporation	Increased use of CCTVs to address crime	-
Training	<ul style="list-style-type: none"> • Schedule training sessions with OPP officers • Execute training sessions with OPP officers 	03/01/2022	08/31/2022	Town of Fort Frances & OPP	Increased use of CCTVs to address crime	- +

G - Budget

Item	Description	Amount
Fiscal Year		
2021-22		
In-Kind Donation	Town of Fort Frances, Fort Frances OPP, Fort Frances Power Corporation:	22,000.00
	• Installation and training	
Other Funding	Town of Fort Frances capital funding:	148,000.00
	• Engineering	
	• Camera Hardware & Licenses	
	• Network Hardware & Licenses	
	• Server Hardware & Licenses	
	• Access Hardware & Licenses	
	• Installation	
Ministry Request	Ministry funding:	
	• Engineering	

<ul style="list-style-type: none"> • Camera Hardware & Licenses • Network Hardware & Licenses • Server Hardware & Licenses • Access Hardware & Licenses • Installation 	170,000.00	AGENDA ITEM #5.1
Total Cost		340,000.00

M - Declaration and Signing

Applicants are expected to comply with the Ontario Human Rights Code (the "Code") and all other applicable laws (<http://www.ohrc.on.ca/en/ontario-human-rights-code>). Failure to comply with the letter and spirit of the Code will render the applicant ineligible for a grant and, in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry. Applicants should be aware that Government of Ontario institutions are bound by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 (<https://www.ontario.ca/laws/statute/90f31>), as amended from time to time, and that any information provided to them in connection with this application may be subject to disclosure in accordance with that Act. Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information made available to the public.

Declaration

The Applicant hereby certifies as follows:

- the information provided in this application is true, correct and complete in every respect;
- the Applicant understands any funding commitment will be provided by way of an approval letter signed by the responsible Minister and will be subject to any conditions included in such a letter. Conditions of funding may include the requirement for a funding agreement obligating the funding recipient to report on how the funding was spent and other accountability requirements;
- the Applicant has read and understands the information contained in the Application Form;
- the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- the applicant understands that it is expected to comply with the Ontario Human Rights Code and all other applicable laws;
- the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the grant is subject to disclosure under the Freedom of Information and Protection of Privacy Act;
- the Applicant is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Government of Ontario;
- I am an authorized signing officer for the Applicant.

Applicant

Mr. Doug Brown
Chief Administrative Officer
(w): (807) 274-5323 x1213
Email: dbrown@fortfrances.ca

Sign Document

By clicking the "I Agree" button, I Agree with the Declaration and Statement Above

I Agree

I Disagree

Signature Doug Brown

Date/Time 23/07/2021 08:16:49

Please validate your application by clicking the Validate button before submitting the form back to Transfer Payment Ontario.

Performance Measures

If applicable, specify the performance metrics and corresponding descriptions in the table below. This section can include both Ministry Defined (provided by the Ministry) and Client Defined (provided by the client) metrics.

Metrics can only be answered by applicants using whole numbers, not text or memo format.

Methods can only be answered by applicants using whole numbers, not text or memo format.

Performance Measures							
Police Service Name:		Town of Fort Frances Police Services Board					
Project Name:		Fort Frances Downtown Core Video Surveillance Upgrade					
Ministry outcomes and performance indicators (must select 4 indicators)							
#	Expected Outcomes	Performance Indicators	Baseline	Target (expected future performance)	Responsibility (who will collect the data)	Frequency (how often will data be collected)	Collection Method
1	Decrease in violent crime	•Decrease in number of reported violent crimes in identified areas.	59 occurrences	Decrease by 10%	OPP	Annually	BIQ
2	Decrease in gun and gang activity	•Decrease in number of shootings in identified areas.	Data access restricted	Decrease by 10%	OPP	Annually	RMS
3	Decrease in gun and gang activity	•Decrease in number of gang-related activities in identified areas.	Data access restricted	Decrease by 10%	OPP	Annually	RMS
4	Increased use of CCTVs to address crime	•Number of cameras installed to date	12 cameras	120 lenses	Town of Fort Frances	Annually	Management Server Inspection
5	Increased use of CCTVs to address crime	•Increase in number of potential suspects, victims or witnesses identified by CCTVs post-incident.	Not currently recorded	Increase by 10%	OPP	Annually	RMS
6	Increased use of CCTVs to address crime	•Total number of downloads from designated cameras for investigative purpose.	6 downloads	Increase by 10%	OPP	Annually	RMS PMR
7	Increased use of CCTVs to address crime	•Increase in total number of charges laid for cases in which there is CCTV video footage.	Not currently recorded	Increase by 10%	OPP	Annually	RMS
Local outcomes and performance indicators (this section PS can add local PM as they see fit)							
#	Expected Outcomes	Performance Indicators	Baseline	Target (expected future performance)	Responsibility (who will collect the data)	Frequency (how often will data be collected)	Collection Method
8	Decrease in property crime	•Decrease in number of reported property crimes in identified areas.	350 occurrences	Decrease by 10%	OPP	Annually	RMS
9	Decrease in investigative time required for violent, drug possession, drug trafficking, and property crimes	•Decrease in investigative time per occurrence	10.6 hours per occurrence	Decrease by 10%	OPP	Annually	RMS
10	Increase in occurrences cleared through charges	•Increase in charge clearance rate	54.3% clearance	Increase by 10%	OPP	Annually	RMS
11	Increase in community safety and wellbeing	•Increase in average perception of community safety responses	44.5% of respondents feel safe	Increase by 10%	OPP	Annually	Surveys
12	Decrease in community perceptions of crime	•Decrease in average perception of crime responses	45.9% of respondents perceive crime as a problem	Decrease by 10%	OPP	Annually	Surveys

Budget				
Police Service Name:		Town of Fort Frances Police Services Board		
Project Name:		Fort Frances Downtown Core Video Surveillance Upgrade		
Total Ministry Request:		\$170,000.00		
Total Project Cost:		\$340,000.00		
#	Item	In-Kind Donation	Ministry Request	Total Item Cost
1	Engineering	\$0.00	\$15,000.00	\$30,000.00
2	Camera Hardware & Licenses	\$0.00	\$50,000.00	\$78,000.00
3	Network Hardware & Licenses	\$0.00	\$30,000.00	\$60,000.00
4	Server Hardware & Licenses	\$0.00	\$58,000.00	\$116,000.00
5	Access Hardware & Licenses	\$0.00	\$15,000.00	\$30,000.00
6	Installation	\$16,000.00	\$2,000.00	\$20,000.00
7	Training	\$6,000.00	\$0.00	\$6,000.00

SCHEDULE “E” REPORTING and PAYMENT SCHEDULE

All reporting obligations shall be subject to applicable law and section A30.1 of the Agreement.

E.1: REPORTING SCHEDULE

- 1) **Schedule “G” (Final Report: Funding Year 1):** Due to the Province on **April 30th, 2022**, covering the period of April 1, 2021, to March 31, 2022.

Financials:

- Detailed line-by-line list of financial expenditures related to the initiatives outlined in Schedule “C” and the associated budget items outlined in Schedule “D”.
- All financial expenditures must for the period of April 1, 2021, to March 31, 2022.
- All financial expenditures must include a copy of the receipts.

Performance Measures:

- Performance metrics for each initiative are set in Schedule “C”

- 2) **Schedule “F” (Interim Report: Funding Year 2):** Due to the Province on **October 31st, 2022**, covering the period of April 1, 2022 to September 30, 2022.

Financials:

- Detailed line-by-line list of financial expenditures related to the initiatives outlined in Schedule “C” and the associated budget items outlined in Schedule “D”.
- All financial expenditures must for the period of April 1, 2021, to September 30, 2021.
- All financial expenditures must include a copy of the receipts.

Performance Measures:

- Performance metrics for each initiative are set in Schedule “C”.

- 3) **Schedule “G” (Final Report: Funding Year 2):** Due to the Province on **April 30th, 2023**, covering the period of October 1, 2022, to March 31, 2023.

Financials:

- Detailed line-by-line list of financial expenditures related to the initiatives outlined in Schedule “C” and the associated budget items outlined in Schedule “D”.
- All financial expenditures must for the period of October 1, 2022, to March 31, 2023.
- All financial expenditures must include a copy of the receipts.

Performance Measures:

- Performance metrics for each initiative are set in Schedule “C”.

E.2: PAYMENT SCHEDULE

The funds will be provided to the Recipient according to the following schedule:

- i) **First instalment: \$85,000.00** to be paid to the Recipient once the contract has been fully executed.
- ii) **Second instalment: \$51,000.00** to be paid to the Recipient following the Province’s receipt and approval of the **Final Report: Funding Year 1** (2021-2022) as stated above in Schedule “E” Reporting Schedule.
- iii) **Fourth instalment: \$17,000.00** to be paid to the Recipient following the Province’s receipt and approval of the **Interim Report: Funding Year 2** (2022-2023) as stated above in Schedule “E” Reporting Schedule.
- iv) **Fifth instalment: \$17,000.00** to be paid to the Recipient following the Province’s receipt and approval of the **Final Report: Funding Year 2** (2022-2023) as stated above in Schedule “E” Reporting Schedule.

SCHEDULE “F and G”

INTERIM/FINAL REPORTS

CCTV Report									
Police Service Name									
Project Name:									
Fiscal Year (Reporting)		Report		Interim					
Signing Authority Contact Info:									
Salutation		First Name				Last Name			
Title						Tel. #		Tel. Ext.	
Email									
Address									
City			Postal Code						
Project Contact Info:									
Salutation		First Name				Last Name			
Title						Tel. #		Tel. Ext.	
Email									
Address									
City			Postal Code						
Ministry Approved amount for current FY			Funding Spent To Date	\$0.00		Funding Remaining to be Spent	\$0.00		
<i>Please attach a detailed breakdown of expenditures on a separate page and copies of invoices and/or statements including officer hours, salary and overtime costs.</i>									

WORK PLAN

Key Milestones	Key Activities	Start Date (mm/dd/yy)	End Date (mm/dd/yy)	Status

BUDGET SHEET				
Item	Allocated Amount	Final Report Spent	Total Spent	Remaining
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00

PERFORMANCE MEASURES

Please complete both tables below:

Locally Identified Outcomes

Expected Outcomes	Performance Indicators	Baseline (Starting point for assessing changes in performance)	Target (Expected future performance)	Current Stats	Comments

EVALUATION REPORT
Please summarize and describe in writing the results of your Performance Measures. Indicate the successes ("positive results") of the program to date including benefits to the community and all partnerships.
Describe all activities that you have implemented and the partnership that you consulted with and or developed.
Briefly describe how and why the project was successful or not successful in achieving its objectives. (How did you determine "success"? What were the obstacles? What went well? What didn't go well? Why?)

CCTV
SIGNATURE

I hereby certify that the above information is true and correct and internal controls were exercised to ensure that all funds allocated to the above activities were used in accordance with the Grant Proposal, and were not used for any other purpose without the agreement of the Ministry.

NAME

TITLE

SIGNATURE

DATE

SCHEDULE “E” REPORTING and PAYMENT SCHEDULE

All reporting obligations shall be subject to applicable law and section A30.1 of the Agreement.

E.1: REPORTING SCHEDULE

- 1) **Schedule “G” (Final Report: Funding Year 1):** Due to the Province on ***April 30th, 2022***, covering the period of April 1, 2021, to March 31, 2022.

Financials:

- Detailed line-by-line list of financial expenditures related to the initiatives outlined in Schedule “C” and the associated budget items outlined in Schedule “D”.
- All financial expenditures must for the period of April 1, 2021, to March 31, 2022.
- All financial expenditures must include a copy of the receipts.

Performance Measures:

- Performance metrics for each initiative are set in Schedule “C”

- 2) **Schedule “F” (Interim Report: Funding Year 2):** Due to the Province on ***October 31st, 2022***, covering the period of April 1, 2022 to September 30, 2022.

Performance Measures:

- Performance metrics for each initiative are set in Schedule “C”.

- 3) **Schedule “G” (Final Report: Funding Year 2):** Due to the Province on ***April 30th, 2023***, covering the period of October 1, 2022, to March 31, 2023.

Performance Measures:

- Performance metrics for each initiative are set in Schedule “C”.

E.2: PAYMENT SCHEDULE

The funds will be provided to the Recipient according to the following schedule:

- i) **First instalment: \$85,000.00** to be paid to the Recipient once the contract has been fully executed.
- ii) **Second instalment: \$42,500.00** to be paid to the Recipient following the Province’s receipt and approval of the **Final Report: Funding Year 1** (2021-2022) as stated above in Schedule “E” Reporting Schedule.
- iii) **Third instalment: \$42,500.00** to be paid to the Recipient following the Province’s receipt and approval of the **Interim Report: Funding Year 2** (2022-2023) as stated above in Schedule “E” Reporting Schedule.

ADMINISTRATION & FINANCE DIVISION
Treasury Report 2021/56

TO: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: November 2, 2021
SUBJECT: Amended Property Assessment Notice
Re: 427 Mowat Ave (2021) Roll# 5912-010-001-10700-0000

BACKGROUND

Attached is the Amended Property Assessment Notice for the 2021 taxation year under the *Assessment Act* from MPAC resulting from correction of factual information regarding the property has resulted in a change to the assessment. These changes are effective for taxation beginning January 1, 2021. As you recall, the previous report was a 357 for this property, this essentially takes that information into consideration for the assessed value for 2021.

That total financial impact of the Amended Property Assessment Notice is \$2,454.33 consisting of a reduction of municipal revenue of \$2,153.86 and education revenue of \$300.47 as listed in the attached Write-offs/Tax Account Adjustment worksheet.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2021 taxes from the Amended Property Notice for property located at 427 Mowat Ave as presented.

Council Approval of this Report will agree to the recommendation of the Administration & Finance Executive Committee to approve the adjustment of 2021 taxes from the Amended Property Notice for property located at 427 Mowat Ave as presented.

**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2021/58**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: November 3, 2021

SUBJECT: Tax Sale Extension Agreement By-Law

BACKGROUND

Once a property is two years in tax arrears, the Town is able to start the tax sale process. We currently have some properties that had a tax arrears certificate registered late last fall. This means that a final notice will be registered soon and the land will be advertised for public sale in early 2022.

There are times where, at some point after the tax arrears certificate is registered and before the final notice is sent, that property owners ask to enter a payment arrangement. This is referred to as an extension agreement. Section 378 of the *Municipal Act, 2001*, as amended, no longer requires each agreement to be passed by council but still says “the municipality may (after registration of the tax arrears certificate) enter into an extension agreement...”. Therefore, if council is not authorizing the extension agreement themselves, they must have authorized someone to do this on their behalf.

It is recommended that a By-Law be enacted which gives the Treasurer authority to enter into an extension agreement as laid out in Section 378.

RECOMMENDATION

The Administration & Finance Executive Committee agree to the recommendation of Administration to give the Treasurer authority to enter into extension agreements for Residential properties as laid out in Section 378.

Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to give the Treasurer authority to enter into extension agreements for Residential properties as laid out in Section 378.

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. 2021/

BEING A BY-LAW to delegate authority to the municipal Treasurer to authorize the execution of tax arrears extension agreements for Residential properties pursuant to Section 378 of the *Municipal Act, 2001*.

WHEREAS Section 23.1 and 23.2 of the *Municipal Act, 2001*, permits a municipality to delegate certain powers and duties to a person.

Now, therefore, be it resolved that council of the Town of Fort Frances enacts as follows:

1. The municipal Treasurer is authorized to negotiate and execute tax extension agreements for Residential properties on behalf of the Town of Fort Frances. The authority is subject to the following limitations:
- a. The tax extension agreement must be requested by and entered into with any owner of the land, the spouse of any owner of the land, any mortgagee, any tenant in occupation of the land or any person the treasurer is satisfied has an interest in the land, in accordance with Section 378 of the *Municipal Act, 2001*; and
 - b. The tax extension agreement must be compliant with the requirements of Section 378 of the *Municipal Act, 2001* and in the form of Schedule A as negotiated by the Treasurer/designate;
 - c. The tax extension agreement can only be entered into after a tax arrears certificate has been registered, and before the expiry of the one-year period.

This By-law shall come into force and take effect upon the final passing thereof.

READ a FIRST and SECOND time this ____ day of _____, 2021.

READ a THIRD time and FINALLY PASSED this ____ day of _____, 2021.

MAYOR

CLERK



DATE: November 3, 2021
 TO: Mayor and Council
 FROM: Municipal Clerk
 SUBJECT: Voting Method for the 2022 Municipal Election

Issue

A By-Law is required by May 1st, 2022, to authorize the use of voting and vote-counting equipment and or authorize electors to use an alternative voting method.

Facts

- The Administration & Finance Executive Committee received a report at its meeting held November 2, 2021 relating to voting methods for the 2022 Municipal Election
- In order to use the Alternative Voting method Council must enact a By-Law in Accordance with Section 42 of the Municipal Elections Act (1996) as amended, a by-law is required to authorize alternative voting on or before May 1st, 2022.
- Council has the option to select any or a combination of the following voting methods:
 - Traditional paper ballots
 - Vote by Mail
 - Vote by Telephone
 - Internet Voting
 - Vote Counting tabulators
- Point of interest *Ranked ballot election is no longer an option having been revoked by regulation on November 20, 2020
- An alternative voting method has proven to lower costs while arguably increasing participation.
- Historically the options selected for this voting method has been Vote by Mail, Vote by Telephone and Internet. Internet and telephone voting was used for the Municipal and School Board Election for the Town Fort Frances in 2018.
- In past elections experiences, the results and feedback from voters/staff/candidates was very positive.
- In the 2018 Municipal election 72% of Ontario Municipalities conducted a form of alternative voting method on election day.
- Moving from a traditional paper ballot to alternative voting showed a significant decrease in the overall cost of the elections in terms of resources requirement and equipment.
- Although a By-law is not required until May 1, 2022 it is important that the method be decided early for planning process, such as procurement activity that

may be required should a service provider be needed to conduct an alternative voting election.

- As required by legislation and in accordance with the set deadlines, formal procedures and policies will be reviewed / drafted for the upcoming election.

Analysis

- This type of voting is advantageous to;
 - Enables results to be produced almost immediately after close of poles.
 - Accessibility benefits: Votes may be cast on mobile devices, home computers, by telephone, or at kiosk locations.
 - Electronic ballots are utilized therefore there are no rejected, mismarked or invalid (spoiled) ballots.
 - Potential increase in voter turnout.
 - Accurate and secure vote results.
 - Allow qualified electors to vote anywhere, and anytime during the voting period, provides easy access for voters to cast their ballot.
 - Eliminate traditional advance voting.
 - Reduce staffing requirements.
 - Eliminate proxy voting.
- As the pandemic goes on it is uncertain as to where we may be in a years' time. Planning must be in place to ensure voters can comfortably cast their ballot. Having alternative voting will deliver more options for voters to safely cast their votes without having to attend a voting place.
- Should Council choose not to move forward with alternative voting method, a financial increase is expected to be required, (additional staff / training will be needed as well as necessary vote counting equipment). Voter turnout may decrease. Traditional voting may also create a barrier for accessibility needs and disconnects the overall engagement with residents.
- Although voting is only one aspect of community participation, it is an important one. Often referred to the foundation of democracy, elections essentially serve to reinforce the legitimacy of the political process. As we know there is a continuous decline in participation at a municipal level, leading to a real risk in losing the public trust and giving an important civic duty upon a new generation of voters. Therefore, it is advisable to use alternative voting to promote participation.

RECOMMENDATION

THAT on the recommendation from the Administration & Finance Executive Committee that Council authorize Voting by Telephone/Internet for the 2022 Municipal and School Board Election.

AND THAT Council hereby directs the Municipal Clerk to deliver the 2022 Municipal Elections utilizing a Telephone / Internet method;

AND THAT a By-Law come forward at an upcoming Council meeting

Date: November 3rd, 2021

Report To: Mayor & Council

From: Patrick Briere, By-Law Enforcement Officer/Alternate CEMC/PIO

Re: Town of Fort Frances Vaccination Policy.

As you will recall direction from Council was provided to Administration to research and develop a Vaccination Policy for the Town of Fort Frances. The Administration & Finance Executive Committee at their November 2nd, 2021, meeting reviewed a draft vaccination policy.

During these discussions a couple of housekeeping items were identified. Administration made the housekeeping changes, and they are outlined as follows:

- Section 4.3 – Medical Exemption – wording added “as approved by the Province of Ontario and”
- Section 4.5 – Regular Antigen Testing – wording added “ proceed directly to their residence”

Therefore, the Administration & Finance Executive Committee is recommending that Council approve the policy as presented.

Respectfully submitted,

Original Signed by

Patrick Briere
By-Law Enforcement Officer

ATTACH: Final Draft Vaccination Policy.

Council approval of this report will: agree with the recommendation of the Administration & Finance Executive Committee that the Vaccination Policy be approved as presented.

THE TOWN OF FORT FRANCES

Section: Health & Safety

Policy: COVID-19 Vaccination Policy

Creation Date:	November 8 th , 2021
Revised Date:	N/A
Resolution Number:	
Supersedes Resolution Number:	N/A
Policy Number:	5.5

POLICY SCOPE

This Policy applies to all employees, members of Council, members of boards and committees, volunteers, and contractors ("Staff") of the Corporation of the Town of Fort Frances (the "Town").

1. POLICY PURPOSE

The purpose of the COVID-19 Vaccination Policy is to provide guidelines pertaining to the expectations with regards to COVID-19 immunization disclosure of Individuals Subject to this Policy. The Town is committed to providing a safe working environment for its Staff, its customers, and members of the public. All Individuals Subject to this Policy are encouraged to receive a COVID-19 vaccine unless there is an Ontario *Human Rights Code* protected reason, to not receive a vaccine.

2. RATIONALE

The Town recognizes the importance of immunization as a key element to help keep Town Facilities safe. This COVID-19 Vaccine Policy aims to protect Staff, customers, and members of the public.

COVID-19 remains a serious health risk in our community. The ongoing spread of variants of concern means we must make every reasonable effort to protect our workplace against the virus. We must consider all infection control measures at our disposal to protect our workplace and our community.

The vaccines currently approved in Canada have been shown to be safe and effective against symptomatic COVID-19. A copy of the Ministry of Health's Information Sheet regarding these vaccines is attached as Appendix 1 to this Policy. Updated versions of the Information Sheet, as well as further information on vaccines, may be accessed online through the Ontario Ministry of Health website as well as the Health Unit website

3. DEFINITIONS

Fully Vaccinated is currently defined as having received the full series of a COVID-19 vaccine (or a combination of COVID-19 vaccines) that is approved by the Health Canada; and having received the final dose of that COVID-19 vaccine series at least 14 days prior to the effective date of this policy or start of employment.

Unvaccinated refers to any Staff who are not Fully Vaccinated or have not provided proof of Vaccination to the Town.

4. GUIDELINES

4.1 Attestation of COVID-19 Immunization Status

All Staff who are working in any Town facility and who have any interaction with Town customers and members of the public are expected to submit a formal attestation if they are “**fully vaccinated**” against COVID-19 and provide proof of vaccination to the HR Manager or designate to sign off verification that acceptable proof of vaccination has been completed.

4.2 Proof of Vaccination

All Staff are required to show proof of their vaccine receipt to the HR Manager or designate by December 1, 2021. The HR Manager or designate will sign the attestation form verifying the confirmation of proof of vaccine. The Town only requires the verification of the receipt that indicates receipt of a vaccine approved for use in Canada.

4.3 Unvaccinated for Medical Reasons

Proof in the form of a completed medical form as approved by the Province of Ontario and as provided by a medical practitioner. The medical note can be sent confidentially to the HR Manager's email or by sending it in a sealed envelope to the HR Manager's Office.

Regular rapid antigen testing requirements will be in place for all Staff, except contractors, who are not Fully Vaccinated against COVID-19. Staff will be required to undergo testing through a Rapid Antigen testing location twice weekly. Testing shall be undertaken Monday's and Friday's or the closest days possible to those days. All Staff, except contractors who are off from work shall provide dated proof of test result upon return to work if their time away overlaps their regular Friday or Monday test day. All Staff, except contractors with valid medical exemptions, will be provided with leave to take their test on their test day paid by the Town

4.4 Unvaccinated for Other Reasons

All Staff, except contractors without a documented medical reason, who do not intend to be vaccinated, will be required to participate in an approved educational session about the benefits of COVID-19 vaccination. Proof of completion of the educational session will be required. The training will be completed outside of the regular workday and Staff will not be compensated for this time. Proof of completion shall be presented to the HR Manager or

designate within 30 days of the passing of this policy for existing Staff, except contractors and within 30 days of work starting for new Staff, except contractors.

Regular antigen testing requirements will be in place for Town employees and members of Council who are Unvaccinated. Town employees and members of Council will be required to undergo testing through a Rapid Antigen Testing location twice weekly. Testing shall be undertaken Monday's and Friday's or the closest days possible to those days. Staff, except contractors who are off from work shall provide dated proof of test result upon return to work if their time away overlaps their regular Friday or Monday test day. Town employees will be provided with leave to take their test on their test day, time for the test will not be regular time paid by the Town, Town employees may use bank time if available.

4.5 Regular Antigen Testing

Unvaccinated Town employees and members of Council will be required to undergo testing through a Rapid Antigen testing location twice weekly. Testing shall be undertaken Monday's and Friday's or the closest days possible to those days. Staff who are off from work shall provide proof of test result upon return to work if their time away overlaps their regular Friday or Monday test day. Town employees will be provided with leave to take their test on their test day, time for the test will not be regular time paid by the Town, the employee may use bank time if available unless the employee have provided the corporation with a valid medical exemption at which point time will be paid if testing takes place during regular work hours. The dated results of these tests shall be provided to their Direct Supervisor upon returning to work from testing. Any costs for the administration of the rapid antigen testing shall be borne by Staff. Unless the employee and/or member of Council have provided the Town with a valid medical exemption at which point costs will be reimbursed by the Town monthly.

If upon testing, Staff receives a positive test result, that Staff is to proceed directly to their residence and consult the Northwestern Health Unit for their next steps.

5 USE OF INFORMATION & CONFIDENTIALITY

Information relating to an individual's proof of vaccination, attestation form and/or the reason(s) for not receiving a COVID-19 vaccination will remain strictly confidential and on file with the HR Managers Office for the purposes of administering this policy and ensuring the safety of the Staff, customers, and members of the public.

6. NON-COMPLIANCE

The Staff failing to comply with this procedure may be placed on an unpaid administrative leave or be subject to disciplinary action up to and including termination.

7. POLICY REVIEW AND MAINTENANCE

This Policy will be regularly reviewed and updated to reflect the latest scientific research, guidance, and legislation from the Ontario government, the Chief Medical Officer of Health, the federal government, Ministry of Health, the Public Health Agency of Canada, Public Health Ontario, Local Health Units and any other relevant health authorities. The Town will make every effort to provide information and updates to staff as it becomes available.

Appendix A



COVID-19 ATTESTATION FORM

I, _____ acknowledge the following:

PLEASE CHECK ONLY ONE OPTION BELOW:

- I am now fully vaccinated AND I have shown the HR Managers Office with valid documentation. ☐
- I have provided the HR Managers Office with a completed medical exemption form from my physician or Nurse Practitioner for not being fully vaccinated against COVID-19. ☐
- I am NOT fully vaccinated at this time AND I have completed the mandatory COVID-19 vaccination course (Proof of Completion required). ☐
- I choose not to disclose my vaccination status at this time AND I have completed the mandatory COVID-19 vaccination course. (Proof of Completion required). ☐

If submitting handwritten, please print clearly

Worker Name &

Department:

Signature:

Date:

HR Manager

Signature:

Date:

Verification of
required items:

This form is to be submitted to the HR Managers Office. This form will be kept on file in the HR Managers Office for the purposes of ensuring the safety of the Town's staff, members of Council, boards/committee members, volunteers, contractors, customers, and members of the public.

Appendix B



CONTRACTOR COVID-19 ATTESTATION FORM

I, _____ acknowledge the following:

PLEASE CHECK ONLY ONE OPTION BELOW:

I am fully vaccinated AND I have valid documentation.

☐

If submitting handwritten, please print clearly

Worker Name &

Department:

Signature:

Date:

Supervisor

Signature:

Date:

Verification of
required items:

This form is to be submitted to the Facilities Superintendent or designate. This form will be kept on file by the Town for the purposes of ensuring the safety of the Town's staff, members of Council, boards/committee members, volunteers, contractors, customers, and members of the public.



TRAINING ACKNOWLEDGEMENT

Please print, complete, and sign the following training acknowledgement and return to the HR Managers Office.

Department/Division

Supervisor

I have read all of the information presented to me in the COVID-19 Vaccination Information Session. I acknowledge my review.

Name

Signature

November 3, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities


RE: Landfill Expansion Informational Update

On June 8, 2020 the Town awarded RFP 20-OF-04 to Azimuth Environmental Consulting. Please find attached update report prepared by Mr. Craig Miller, P.Eng. Environmental Superintendent outlining the events that have taken place to date with the landfill expansion project.

Important to note, the consultant, Azimuth Environmental Consulting will be starting to engage neighbouring communities and First Nations to gather required information surrounding the prospect of a regional landfill model for the expanded site.

It is the recommendation of the operations and Facilities Executive Committee that the report and related information be received by Council as information and that no further action is required at this time.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the report and related information be received by Council as information and that no further action is required at this time.

October 29, 2021

Report To: Travis Rob, P.Eng., Manager of Operations & Facilities

From: Craig Miller, P.Eng., Environmental Superintendent

SUBJECT: Landfill Expansion Engineering – Informational Update

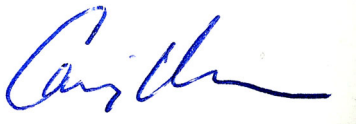
Please find attached an informational memorandum from Azimuth Environmental Consulting, Inc (AEC). AEC has completed a review of data and information supplied to them by the Town for consideration as part of the opening steps towards Landfill Expansion and/or a new Landfill and closure of our existing Landfill.

Next steps include having AEC complete an initial visit to the Town to gather further information, as outlined in the memorandum. As well, AEC will be reaching out to neighbouring communities as there is potential to strategically positional our landfill as a regional landfill.

AEC will be in our district in early November and will coordinate visits and meetings with the Town to gather further information that they require to keep the project moving forward.

After a slow start following tender award in 2020 due to Covid related lockdowns and restrictions, this Landfill project is moving forward and updates will be provided as they are available.

Respectfully submitted,



Craig Miller, P.Eng.
Environmental Superintendent



Technical Memorandum

To: Craig Miller – Town of Fort Frances

Re: Preliminary Information Review – Waste Management Study

AEC Project 20-128

From: Colin Ross – Azimuth Environmental Consulting, Inc.

Date: October 29, 2021

The purpose of this memorandum is to provide an informal summary of the findings of the preliminary review of the landfill and waste management information provided by the Town, as well as proposed next steps as part of the Waste Management Study. It is noted that these findings may be updated upon receipt of additional data / information or through site visits to confirm some items which have only been assumed at this time.

CURRENT LANDFILL SITE

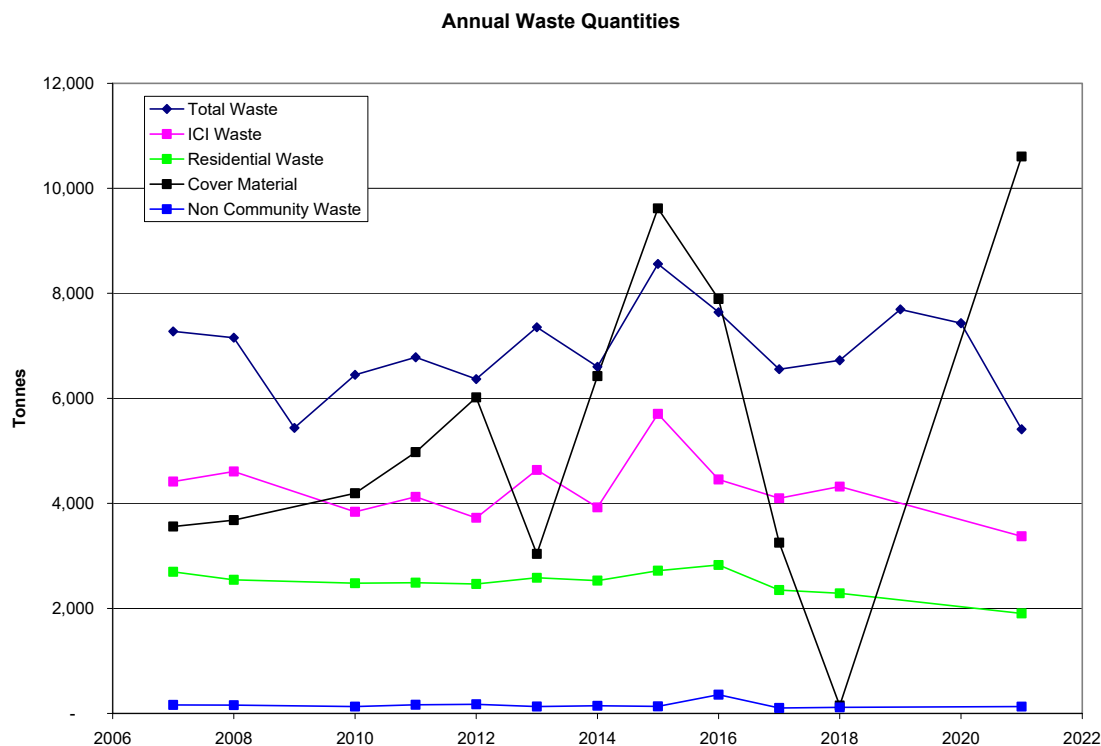
Operations

Although a formal Design & Operations Plan, as is typically required by the MECP is not in place for the Site, it is understood that many of the typical items outlined in these plans is being undertaken by the Town and associated site operators. This includes but is not limited to waste segregation, waste screening, cover material addition, site security, waste diversion, etc. Previous waste capacity studies have provided direction with respect to fill area progress, which based on our limited knowledge of the site appears to be appropriate given the current ECA and environmental setting. However, a site visit to confirm the surrounding environmental setting and current site configuration would be beneficial to confirm this.

A review of the waste quantity data for the Town has illustrated relative consistency in volumes for the various types including residential, ICI and outside community wastes, which is expected given the relatively steady population statistics. The one item of note is the large and variable cover material quantities accepted at the site over time. As illustrated in the following graph, the amounts can represent similar values to the total waste accepted, although the more elevated values and variability is likely representative of the timing with respect to availability and various times when increased cover material is required to cover or close areas of the waste mound. However, overall the ratio of cover material to waste appears to be very high at 77% for the period of record, where as 20-30% are more typical targets. As every tonne / cubic meter of cover material added as interim cover represents a loss of available waste acceptance capacity, lowering this ratio could have a significant impact to the current site or future site capacities. One possible way to extend the existing site capacity is to screen the waste to remove daily cover. This



re-creates this volume and the old daily cover can be re-used.



It is understood that cover material is derived from various sources, included highway construction projects, contaminated fill, and sewage sludge, such that some, if not most of the material could be considered a waste material, but the lifespan of the site could be extended by minimizing the amount of clean / inert fill utilized as cover material.

Environmental Impact

It is understood from the information and site figures provided that a ground and surface water monitoring program had been established historically, although historical data are not available, including water quality data, borehole logs or historical reports if completed. Ground water quality data from the 6 monitoring wells has been collected semi-annually by the Town since 2015. The data was compiled, graphed and reviewed by Azimuth, which indicated that a measureable influence is present in the ground water surrounding the waste mound; however, the leachate influence is consistent over time and more limited at locations not adjacent to the waste. The results indicate a steady state condition has established, which is not surprising given the site has been in operation since at least 1975, accepts relatively low waste volumes annually and is located within an environmental setting which is conducive for attenuation of leachate (*i.e.* clay and peat soils).



Based on the fact there were surface water monitoring locations established historically, and the aerial photography illustrates ponds and drainage channels west of the site, there is the potential for leachate impacted waters to be migrating via surface runoff. It is also noted that the low permeability of the clay and peat soils underlying and surrounding the waste mound could create a preferred leachate migration pathway within the surface water surrounding the site. As such, it would be beneficial to implement a surface water monitoring program to confirm the surface water quality and compliance with provincial guidelines (*i.e.* Provincial Water Quality Objectives – PWQO). This information would assist in determining the viability of the site in both the short and long term if expansion of the site is considered. The specific monitoring program could utilize historical locations identified on the KGS site plan; however, it would be beneficial to potentially refine these locations based on a site visit to confirm the presence and flow direction of surface water surrounding the site.

POTENTIAL ALTERNATIVE LANDFILL SITES

Based on the municipal land holdings map provided by the Town, a cursory and desktop preliminary review of these sites was completed to assess potential for use as a landfill site. Overall, some limitations exist with respect to the properties to the north in proximity to the airport and residential property (assumed based on Google Earth imagery). Given the potential for increased avian presence associated with the landfill (seagulls, vultures), there is a potential for an increase in bird strikes at the airport if the landfill is located in close proximity. As such, locating the landfill on any property adjacent to the airport would not be recommended. Similarly, locating a landfill on a property adjacent to a residential property could create nuisance issues which could require additional operational considerations to control noise, odour, vector / vermin, etc. As such, location of any new landfill site in close proximity to a residence would not be recommended.

The remaining properties to the southeast of the current landfill site, as well as west of the Resolute Forest Products lagoons would be the most optimal locations to investigate further. A preliminary review of these sites did not indicate any obvious limitations. However, items which would dictate viability of these sites and will need to be investigated further include:

Environmental Setting

A review of these sites via Google Earth would indicate there was no obvious wetland or surface water features, but saturated ground surfaces may present limitations through requirement of fill import to facilitate construction of the site or could create environmental limitations with these conditions represent habitat for Species At Risk (SAR). A preliminary review of these properties through a site visit would assist in



determining potential limitations or benefits of a given site.

Site Size

The sizes of the properties identified in the mapping are of comparable size to the current landfill site, while there may be potential to combine two adjacent properties to increase the area to facilitate a larger landfill. The size requirements for the site will be very reliant on the participation from additional communities (municipal and First Nations). A better understanding of the number of communities and their associated annual waste requirements would be needed to better assess the viability of these sites with respect to area.

Alternative to Municipal Land Holdings

Beyond the municipal properties identified, alternative sites could include crown land under a land use permit or purchase of private lands. A review of the Crown Land inventory mapping did not indicate any viable properties (either smaller than municipal parcels or no road access) in close proximity to Town, although larger tracts approximately 20 km north with roads intersecting them could represent potential area for future landfill location, assuming lands are available with no existing land use permit.

NEXT STEPS

Based on the information presented above, it is recommended that a letter be issued soliciting participation and information regarding current waste management demands for surrounding communities, including municipal and first nations (draft letter attached). This information will be required to assess waste volumes and associated site size requirements.

In the interim, it would be beneficial for Azimuth to complete a site visit at the current landfill site to gain a better understanding of the current operations and potential for future use. Similarly, a cursory inspection of the most viable municipal owned properties could be completed to assess viability / limitations for each. If possible and weather permitting, this site visit could occur early November or potentially spring of 2022 following snow melt.

It is assumed that the Town has provided all available information regarding the current landfill site, but if there is additional historical information / documentation for the site which can be obtained, this would benefit the process (i.e. historical reports, borehole logs, ground and surface water data [assumed early 1990's]).



DATE: November 1, 2021
 TO: Mayor and Council
 FROM: Municipal Clerk
 SUBJECT: Delegation of "Head" under the Municipal Freedom of Information and Protection and Privacy Act ("MFIPPA")

Issue

To designate by by-Law the designation of the Head to the Municipal Freedom of Information and Protection and Privacy Act ("MFIPPA")

Facts

- The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) provides individuals with a right of access to certain records and information under the custody and control of the Municipality
- Recent staffing changes within the office of the Municipal Clerk resulted in the requirement to update the delegation or designate to act as the Head of MFIPPA. Therefore this item is considered to be strictly a housekeeping item to reflect accurately in the Municipal records
- Alternatively, MFIPPA provides that members of council of a municipal corporation may by by-law designate from among themselves an individual or a committee of the council to act as head of the municipal corporation for the purpose of the Act. If no person is designed as head the head shall be the Municipal Council

Analysis

- Many municipalities in Ontario appoint the Municipal Clerk as the "Head" for MFIPPA being the statutory officer responsible for corporate records
- The legislation provides prescriptive requirements with respect to requests for information in terms of timelines, implementation, administration therefore traditionally staff administers all activities relating to MFIPPA

RECOMMENDATION

THAT Council enacts a By-Law to designate the Municipal Clerk as the head of municipality for the purposes of the Municipal Freedom of Information and Protection of Privacy Act

THAT Council enacts a By-Law to designate the Municipal Clerk as the head of municipality for the purposes of the Municipal Freedom of Information and Protection of Privacy Act;

2021 RESERVE FUNDS

Account Name	G/L Account #	Balance as at Dec 31/20	Interest Earned 1st Quarter	Interest Earned 2nd Quarter	Interest Earned 3rd Quarter	Subtotal Q3
Museum Projects	30-002-0000-0810-20805	36,061.27	52.04	33.48	59.98	36,206.77
Handi-Transit MTO Gas Tax	30-002-0000-0810-20809	121,862.31	175.88	113.13	202.69	122,354.01
Children's Complex Projects	30-002-0000-0810-20811	0.00	-	-	-	-
Daycare/Toy Library Donations	30-002-0000-0810-20812	0.00	-	-	-	-
Parks & Cemeteries Projects	30-002-0000-0810-20823	56,214.00	81.13	52.19	93.50	56,440.82
Public Library & Technology Centre	30-002-0000-0810-20827	201,641.42	291.02	187.19	335.38	202,455.01
Sister Kennedy Centre Projects	30-002-0000-0810-20832	22,126.58	31.93	20.54	36.80	22,215.85
Post Landfill Closure	30-002-0000-0810-20851	921,755.06	1,330.31	855.69	1,533.13	925,474.19
Waterworks & Sanitary Sewer	30-002-0000-0810-20860	6,300,685.14	9,093.37	5,849.11	10,479.77	6,326,107.39
Point Park Reserve	30-002-0000-0810-20865	1,403,260.01	2,025.23	1,302.69	2,334.00	1,408,921.93
Safe Restart Funding	30-002-0000-0810-20866	416,235.24	600.73	386.40	692.31	417,914.68
Watermeter Replacement	30-002-0000-0810-20870	155,160.61	223.93	144.04	258.07	155,786.65
Townshend Theatre	30-002-0000-0810-20871	126,924.81	183.18	117.83	211.11	127,436.93
Municipal Accom. Tax Reserve Fund	30-002-0000-0810-20872	134,682.11	194.38	125.03	224.01	135,225.53
Corporate Vehicles/Equipment	30-002-0000-0810-20874	662,527.48	956.18	615.04	1,101.96	665,200.66
Corporate Building	30-002-0000-0810-20875	2,411,541.96	3,480.42	2,238.71	4,011.05	2,421,272.14
Corp. Projects Reserve	30-002-0000-0810-20876	2,342,771.04	3,381.17	2,174.86	3,896.67	2,352,223.74
Corporate Contingency	30-002-0000-0810-20877	1,407,890.20	2,031.92	1,306.99	2,341.70	1,413,570.81
Federal Gas Tax Reserve	30-002-0000-0810-20878	257,123.86	371.09	238.70	2,025.26	1,222,549.79
Modernization Reserve Fund	30-002-0000-0810-20879	710,274.77	1,025.09	659.37	1,181.38	713,140.61
Tax Rate Stabilization Reserve	30-002-0000-0810-20880	98,977.00	142.85	91.88	164.63	99,376.36
		17,787,714.87	25,671.85	16,512.87	31,183.40	18,823,873.87
Library Building	30-002-0000-0811-20828	443,423.41	1,799.73	1,819.72	1,839.72	448,882.58
		18,231,138.28	27,471.58	18,332.59	33,023.12	19,272,756.45

Date: November 2nd, 2021

Report To: Planning & Development Executive Committee.

From: Patrick Briere, By-Law Enforcement Officer

RE: October Activities for By-Law Enforcement Department.

Please see the below information for the month of October activities for this department.

Operational Constraints

- Office only has 1 Officer currently.

October 2021

Animal Pound Statistics

Impounded Dogs	4
Impounded Cats	2
After Hours Visits	6
Total Shelter Visits for Month	14

Monthly Parking Statistics

Tickets for Month	2
Tickets by OPP	0
Monthly Total	2
Yearly Total Issued	122

Daily Activities completed by By-Law Officers.

- Animal Pound Activities.
- Pawn Shop Visits.
- Checking Parking Equipment (Repairs/Maintenance to Meter Equipment).
- Garbage Collection Issues.
- Kiss N Ride Enforcement.

Other Duties Completed by By-Law Officers

- Month End Office Reports.
- Fine Box Collections & Ticket Processing.
- Parking Enforcement Complaint Driven.
- OPP Monthly Parking Stats.
- Emergency Management COVID-19 Response.
- Amethyst Sector (Emergency Management) CEMC Bi-Weekly Calls.
- JHSC Activities & Monthly Inspections.
- Monthly Activities Reporting to PDEC.
- OFMEM - EEPMO Project Meetings.
- Maintain/Attend Town Vehicle's in Parking Lot (Civic Centre).
- POA Court Reopening Meetings/Planning.
- Shred-It Regular Shred visit for Clerk's office.
- Corporate Vaccine Policy Research.
- Assist Staff in Proof of Vaccination Provincial Mandate.
- Amethyst Fall Sector Meeting.
- PEMCC Sector Co-Chairs Meeting.

- Single Use Plastics Advertising.
- Flag Raising – Legion Poppy Campaign.
- Flag Raising – Shine the Light Campaign.

Occurrence Type (Complaints & Information)	Calls for Complaints/ Information
Nuisance (Includes Inquiries)	9
Traffic By-Law (Includes Inquiries)	12
Animals (Includes Inquiries)	19
Business Licensing (Includes Inquiries)	9
Property Standards (Includes Landlord/Tenant & Grass Cutting)	13
Taxi (Includes Inquiries)	5
Off-Road Vehicles By-Law (Includes Inquiries)	2
Moving Permits (Includes Inquiries)	1
Smoking By-Law & Cannabis (Includes Inquiries)	2
Heavy Trucks (Includes Inquiries)	4
Waste Management (Includes Asselin Forms)	21
Fences (Includes Inquiries & Pools)	4
COVID Legislation/Vaccination	13
OPP Call Outs/Questions	1
Building Code/Zoning Issues (Includes Tents, Trailers, etc).	1
Noise Issues (Includes Inquiries)	8
Fire Issues (Includes Inquiries)	1
Sign By-Law (Includes Inquiries)	3
Single Use Plastics (Includes Inquiries)	3
TOTAL CALLS FOR SERVICE	131

Respectfully submitted,

Original Signed By

Patrick Briere, CMM III, Property Standards Professional
 MLEO/Alternate CEMC/Public Information Officer, Planning & Development Division
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