

TOWN OF FORT FRANCES

AGENDA - December 13, 2021

COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre
(Session No. 87) 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 Public Meeting: 2022 Budget
4. **Council Reports on Board & Committee Activity:**
 - 4.1 Mayor Caul - Verbal Update
Councillor Behan - Verbal Update
Councillor Brunetta - Verbal Update
Councillor Hallikas - Verbal Update
5. **Consent Agenda:**
 - 5.1 Best for Kitty Request Letter 6 - 7
- approval of this report will agree with the recommendation of the Planning and Development Executive Committee to accept the letter as information and not approve the request from Best for Kitty for usage of the Town of Fort Frances Animal Pound
 - 5.2 Single Use Plastics Postponement 8 - 9

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	-approval of this report will agree with the recommendation of the Planning and Development Executive Committee to accept the report as presented and have an amending By-Law prepared for signing by the Mayor & Clerk.	
5.3	Review of Large Industrial Tax Ratio and Rate	10 - 18
	- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to bring the analysis of the Large Industrial Tax rate and ratio to the 2022 Operating Budget discussions.	
5.4	Donation Request Couchiching First Nation	19 - 20
	- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to provide a small gift for the prize table for the Couchiching First Nation Community Christmas Dinner.	
5.5	Development of a Splash Pad	21 - 23
	- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that	
	1.Council selects a final location for the development of a splash pad to allow planning to begin for the future construction.	
	2.Administration use 2022 to plan for the construction of a splash pad development in Fort Frances.	
	3.That funds be considered in the 2022 capital budget for the design of related infrastructure to support a future splash pad at the desired location.	
	4.That Administration watch for grant opportunities in 2022 to offset the costs related to the development of a splash pad and apply for funding as it comes available.	
	5.That council put out a public call for a group to spearhead the development of a splash pad in Fort Frances with the assistance of Town Administration.	
	6.That the Traffic Safety Committee review the proposed development at the Legion park and make recommendation on measures to improve safe pedestrian and vehicular access.	
5.6	Enter into a Contribution Agreement with the Northern Ontario Heritage Fund for Sorting Gap Marina Improvements	24 - 57
	- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to:	

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<p>1. Enter into a contribution agreement with Northern Ontario Heritage Fund Corporation for funding relating to Sorting Gap Marina Improvements</p> <p>2. That an authorizing by-law be prepared authorizing the agreement to be signed by Mayor and Clerk.</p>	
<p>5.7 Award of Tender 2021-OF-17 - Installation of a Standby Power System at the Fort Frances Wastewater Treatment Plant</p> <p>- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:</p> <p>1. Tender 2021-OF-17 be awarded to Prezio Electric for a total tender price of 299,000.00 plus applicable HST.</p> <p>2. The funding shortfall be accounted for in the 2022 Capital Budget</p> <p>3. That an authorizing By-Law be prepared to authorize Mayor and Clerk to Execute the agreement on behalf of the organization.</p>	58 - 60
<p>5.8 Annual Energy Conservation and Demand Management Report</p> <p>- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the 2020 Energy Conservation and Demand Management report be accepted by Council and made available to the public per the Town's Energy Conservation and Demand Management Plan</p>	61 - 67
<p>5.9 IESO-NW Ontario Presentation</p> <p>- on the recommendation of the Economic Development Executive Committee, that Council approve the submission for Fort Frances Power Corporation to the IESO, Northwest 2021 Integrated Regional Resource Plan and that Council directs the Clerk to send it to the Minister of Energy and our MPP</p>	68 - 120
<p>6. <u>Administration and Finance Division:</u></p>	
<p>6.1 Amendment to 2022 Emergency Services User Fees & Charges</p> <p>- approval of this report will agree to receive the report as presented and to bring forward the By-Law to approve the amendments to 2022 user fees and charges for the Emergency Services.</p>	121 - 123
<p>6.2 Council direction Re: Invoices submission for Legal / Service from Integrity Commissioner</p> <p>- approval of this report Council will approve the payment of Invoices from the Integrity Commissioner number FF026 and FF027 for services in the amount of \$36,250.50 and further approves any</p>	124 - 127

outstanding remaining expenses and fees for the remainder of the year 2021 submitted by the Integrity Commissioner

7. Community Services Division:

- | | | |
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| 7.1 | Memorial Sports Centre Canteen | 128 - |
| | - approval of this report will agree to the recommendation of the Recreation and Culture Manager to find an operator for the canteen at the Memorial Sports Centre and enter into an agreement based on the criteria in option 2 or 3, whichever allows the greatest benefit to the public and facility | 129 |

8. Operations and Facilities Division:

- | | | |
|-----|--|-------|
| 8.1 | Approval of Minutes of Settlement between the Town of Fort Frances and Ontario | 130 - |
| | - approval of this report will agree with the recommendation of administration that the attached Minutes of Settlement be approved by Council and further that an authorizing By-Law be prepared to authorize the Mayor and Clerk to sign the minutes of settlement on behalf of the organization. | 160 |

9. Economic Development:

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| 9.1 | Opportunity for Tax Incentives | 161 - |
| | - approval of this report will agree with the recommendation of the Economic Development Executive Committee to develop a model for a proposed tax/economic development incentive zone for Fort Frances to be presented to council at a future meeting | 164 |

10. General:

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| 10.1 | Integrity Commissioner Report re: Mayor Caul | 165 - |
| | - that Council table the report from the Integrity Commissioner re: Mayor Caul to the Regular Council Meeting of January 10, 2022 | 282 |

11. Information:

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11.7 Rainy River Future Development Corporation as of November 2021, 2 year Action Plan	328 - 330
12. <u>ADJOURNMENT</u>	

Date: December 6th, 2021

Report To: Mayor & Council.

From: Patrick Briere, By-Law Enforcement Officer.

Re: Request Letter Dated October 6th, 2021, from Best for Kitty.

As you will recall, Council on November 22nd, 2021, referred a request letter dated October 6th, 2021, from Best for Kitty to the Planning & Development Executive Committee for review.

With that said, the Planning & Development Executive Committee did review the request letter and report as presented at the PDEC meeting held on December 6th, 2021. The Committee was presented with the below information by By-Law Enforcement.

Our office can report that the Town of Fort Frances Animal Pound is currently permitted to operate under Provincial Permit as an Animal Pound by the Province of Ontario. Under this Act the Town is required to follow a legislated process with any animal in our facilities/operators care. This means that any animal that comes into our facility would have to fall under this process for us to maintain our operator's licence with the Province.

We have also received correspondence from our HR Department and our insurance provider with regards to a third party/volunteer personnel/groups using/operating within our facility, the response from our insurance provider is as follows:

There are some processes that will need to be addressed prior to the Town permitting such an arrangement:

1. If they only need daily access, we suggest that Town staff permit them on premises – we do not recommend unfettered access to the building. Further, whoever lets them in, must be assured that they will only access the animal shelter. Our understanding is that it is adjacent to public works, the Town must be able to restrict access to the remainder of the compound.
2. Prior to entering into this arrangement, a formalized agreement is recommended. The agreement ought to be that the BfK organization has a valid insurance policy in place. Further the scope of their work needs to be stipulated in the agreement: will they have permission to apprehend animals that they feel are strays? Will they have the authority to spay or neuter cats? Is there a process in place to advise the general public as to when BfK finds a cat so that if someone has lost their pet, they can retrieve them before the cat gets re-homed?
3. BfK needs to understand that their volunteers will not qualify or have access to WSIB benefits – this is a challenging problem because should one of their

- workers slip and fall whilst in the facility, the Town could have exposure as the occupier.
4. Our concern is the unfettered and unsupervised access to the building – there is no surveillance cameras or alarm. If the Town is going to proceed, at the very least, it is recommended that the Town have a staff member present when BfK is using the facility. Privacy issues could come into play as it relates to pet owners' information. This must be administered by Town staff only.
 5. We also have concerns about communicable illness as it pertains to the other animals – granted, this could happen within the existing animal control program. Increasing the amount of animals in the shelter at any given time, there is a risk that contagious illnesses could be brought into the pre-existing shelter.

Therefore, we are asking that the Planning & Development Executive Committee is recommending accept the letter as information and not approve the request from Best for Kitty for usage of the Town of Fort Frances Animal Pound.

Respectfully submitted,

Original Signed by

Patrick Briere, CMM III, Property Standards Professional
MLEO/Alternate CEMC/Public Information Officer
Planning & Development Division
PH: 1-807-274-5323 ext. 1218
pbriere@fortfrances.ca

Council approval of this report will: accept the letter as information and not approve the request from Best for Kitty for usage of the Town of Fort Frances Animal Pound.

Date: December 6th, 2021

Report To: Mayor & Council.

From: Patrick Briere, By-Law Enforcement Officer.

Re: Request Letters from Dale Fortes & NCDS.

As you will recall, Council on November 22nd, 2021, referred a request letter dated from Dale Fortes, Boston Pizza to the Planning & Development Executive Committee for review. During the time between meetings a second request letter from NCDS was received by Administration and attached to the PDEC agenda to be considered at the same time as the original letter.

With that said, the Planning & Development Executive Committee did review both request letters and a discussion was had on the request to postpone the Single Use Plastics By-Law to allow businesses the ability to acquire the necessary products from suppliers.

Our office can report that the Town of Fort Frances Animal Pound is currently permitted to operate under Provincial Permit as an Animal Pound by the Province of Ontario. Under this Act the Town is required to follow a legislated process with any animal in our facilities/operators care. This means that any animal that comes into our facility would have to fall under this process for us to maintain our operator's licence with the Province.

During the discussion, a number of items were addressed these being:

- The impact that COVID-19 has had on the supply chain globally.
- The Federal Governments announcement regarding delay on their own plastics legislation to allow recovery to businesses and.
- Impacts on enforcement of the By-Law.

Therefore, the Planning & Development Executive Committee is recommending that Council amend the Single Use Plastics By-Law to postpone enforcement for a 6-month period, where a review of the current situation will be completed by the Planning & Development Executive Committee and further recommendation to Council will be provided.

Respectfully submitted,

Original Signed by

Patrick Briere, CMM III, Property Standards Professional
MLEO/Alternate CEMC/Public Information Officer
Planning & Development Division
PH: 1-807-274-5323 ext. 1218
pbriere@fortfrances.ca

Council approval of this report will: accept the report as presented and have an amending By-Law prepared for signing by Mayor & Clerk.

**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2021/59**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: December 8, 2021

SUBJECT: Review of Large Industrial Tax Ratio and Rate

BACKGROUND

The attached report on Industrial Taxation was presented at the Economic Development Executive Committee held on Monday, May 5, 2021. At that time, it was referred to the Administration and Finance Executive Committee for further discussion and consideration with that committee's recommendation as follows:

- That the Administration & Finance Executive Committee review the current ratio and find a path in the 2022 tax year to level Industrial and Large Industrial Classes.
- The Town is encouraged to build a multi-year plan to create a competitive Industrial ratio similar to that of Dryden.

I have inquired to ensure that changing one ratio in OPTA is acceptable legislatively. The answer is, there are no restrictions to reducing the large industrial ratio, as long as the large industrial ratio and the average ratio for the broad industrial class do not go below the lower limit of the allowable range which is 0.6.

The concept around reducing the industrial and large industrial ratio is to attract new industry to Fort Frances. The difficulty arises because the tax burden gets shifted onto the other property classes. Leveling the Large Industrial to the Industrial ratio and rate results in a net loss in Large Industrial of \$130,570, which would impact the other tax classes causing a 1.14% increase.

RECOMMENDATION

The Administration and Finance Executive Committee agreed to the recommendation of the Treasurer, to bring this analysis into the 2022 Operating Budget for the tax rate and ratio discussions. This way, we will be able to ensure our analysis will take into consideration the 2022 Current Value Assessments to determine the impact of any changes on the various taxpayers.

Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to bring the analysis of the Large Industrial Tax rate and ratio to the 2022 Operating Budget discussions.



A Review of Large Industrial Class Tax Ratio

How Taxes are Calculated

Municipal property taxes are calculated using a formula of assessment X tax rate/ratio. Municipal Property Assessment Corporation determines the assessment amounts. This is an estimate of the properties value if sold. The tax ratio is set by municipal governments and varies based on the use of the property. Tax ratios allow municipalities to shift the tax burden among different property classes, subject to ranges of fairness established by the Province.

Tax ratios have been the subject of much discussion and debate. It is common in Ontario for property taxes to favour single-family residential properties over commercial and industrial properties. Some have argued that every dollar of assessment should be taxed at the same rate, that it is unfair to tax a dollar of assessment differently depending on the property class. The proponents of this argument also typically put forward that the large discrepancies that exist between residential classes and commercial and industrial taxes are because there are more votes to be obtained by lowering taxes for those with properties in the residential classes than can be obtained by doing the same for commercial or industrial classes. This review will not investigate whether all classes should be taxed the same but rather will examine the competitiveness of Fort Frances' tax ratio for its Large Industrial class.

The Harris government in Ontario established new policies that set a range of fairness that municipalities were required to move towards. As a result of this policy change many municipalities have moved closer towards those ranges of fairness.

Taxes are one important factor that influence the location decisions of new and expanding firms. But it is not the only factor. Location decisions are typically complex and include such considerations as:

- Proximity to clients, vendors and resources
- Accessibility and transportation
- Rent, maintenance and utility costs
- Cost of suitable land
- Cost of labour
- Property taxes
- Desirability of community for employees/ability to recruit

Ensuring competitive property taxes alone is not enough to attract and retain businesses. A municipality must be competitive in all the factors above and have a positive business climate.

The Fort Frances Situation in Context

According to the most recent Financial Information Review filed with the Ministry of Finance (2019) the tax ratios for the Town of Fort Frances for Commercial, Industrial and Large Industrial are as follows.

Local	Tax Ratios		
	Commercial	Industrial	Large Indust.
Fort Frances	1.967217	2.823341	7.240504

Using the same source and year, here are the same tax ratios for a list of comparable municipalities in southern Ontario.

Ontario Comparables	Tax Ratios		
	Commercial	Industrial	Large Indust.
Gravenhurst	1.100000	1.100000	1.100000
Guelph Eramosa Township	1.491000	2.400000	2.400000
Kincardine	1.233100	1.747700	1.747700
Leeds and the Thousand Islands	1.346400	1.811400	1.811400
Meaford	1.306940	1.858187	1.858187
Minto	1.491000	2.400000	2.400000
South Stormont	1.634027	2.063433	4.143248
Tay	1.252100	1.347567	1.347567
The Municipality of Grey Highlands	1.306940	1.858187	1.858187
Wellington North	1.491000	2.400000	2.400000
AVERAGE	1.365251	1.898647	2.106629

There are two important things to note. First, all but one of these comparable communities (South Stormont) has the same tax ratio for Large Industrial as it does for Industrial. Of those with the same tax ratio, four of them have not created a Large Industrial property class. This is an optional class that these municipalities have opted not to have.

Second, comparing Fort Frances with these Ontario municipalities shows that the average tax ratios for all three of these classes in Fort Frances are significantly higher than the average of these comparable communities. In the case of the Commercial class, Fort Frances has a tax ratio that is 44.1% higher. The Industrial class is similar, with a ratio in Fort Frances that is 48.7% higher. While both are significantly higher, the greatest difference is with the Large Industrial class. The Large Industrial class tax ratio is 243.7% higher in Fort Frances than in these comparators.

Historically, communities in Northern Ontario that had employers in the Large Industrial class such as paper mills, steel mills or mines and mining facilities also had high tax ratios for Large Industrial. Part of the thinking was that these companies were very profitable and had outside owners, sometimes even outside of Ontario. A higher tax ratio on these properties meant more of the revenues from Northern Ontario's resources would be kept local. In many ways, when employees unionized in these facilities and collectively bargained for wages significantly higher than the average wage, they were also attempting to retain some of those resource revenues, in this case for the employees.

Through the early 2000's the Town of Fort Frances reduced the Large Industrial ratio, but the impact of significant assessment changes prompted some municipalities to reverse these gains to level revenue.

Fort Frances 2019	Tax Ratios		
	Commercial	Industrial	Large Indust.
AVERAGE	1.967217	2.823341	7.240504

Fort Frances 1999	Tax Ratios		
	Commercial	Industrial	Large Indust.
AVERAGE	2.990000	3.118200	5.238400

The tax ratio for Commercial class properties in Fort Frances came down by 34.2% over the last two decades. The 2021 rate is 1.943520. The Industrial tax ratio has been reduced by 9.5%. However, this is still 31.7% higher than the average of the Ontario comparators. The biggest change over this period is with the Large Industrial class. In this class Fort Frances has raised its tax ratio by 38.2% and has a tax ratio that is almost four times as high as the Ontario comparators listed previously in this report.

Compared to Northwestern Ontario comparators the Fort Frances tax ratio for Large Industrial is also very high. The main outlier in these comparators is Dryden.

Northwestern Ontario Comparables	Tax Ratios		
2019	Commercial	Industrial	Large Indust.
Dryden	1.8586800	1.5000000	7.9646020
Kenora	2.1521640	2.1297610	2.7702310
Red Lake	1.9800000	3.8557340	3.8557340
Sioux Lookout	1.7407000	2.6300000	2.6300000
AVERAGE	1.9328860	2.5288738	4.3051418

Northwestern Ontario Comparables	Tax Ratios		
2000	Commercial	Industrial	Large Indust.
Dryden	1.8030000	2.4780000	4.4326000
Kenora	1.9928000	3.4727000	3.4727000
Red Lake	1.7690000	2.6346000	2.7460000
Sioux Lookout	1.7407000	3.0591000	3.0591000
AVERAGE	1.8263750	2.9111000	3.4276000

But this fits entirely with the historical reasons noted above for a high tax ratio for Large Industrial in many communities in Northern Ontario because Dryden has the Domtar mill. Factor out Dryden and the average is 3.0853217, less than half of the ratio in Fort Frances.

We can also see that Large Industrial tax ratios for comparable municipalities in Northwestern Ontario have gone down by 10.0% since 2000. Tax ratios for the Industrial class have gone down 13.1%. And Commercial class ratios have gone up by 5.8%.

Municipality	Residential Tax Rate	Commercial Tax Ratio
Winkler (12591)	0.0288100	1.3391184
St. Clements (10876)	0.0254700	1.3474676
Morden (8668)	0.0227800	1.0000000
Steinbach (15829)	0.0283200	1.3125000
Ritchot (6,679)	0.0307700	1.0000000
AVERAGE	0.0272300	1.1998172

Fort Frances is also uncompetitive when compared to Manitoba rates.

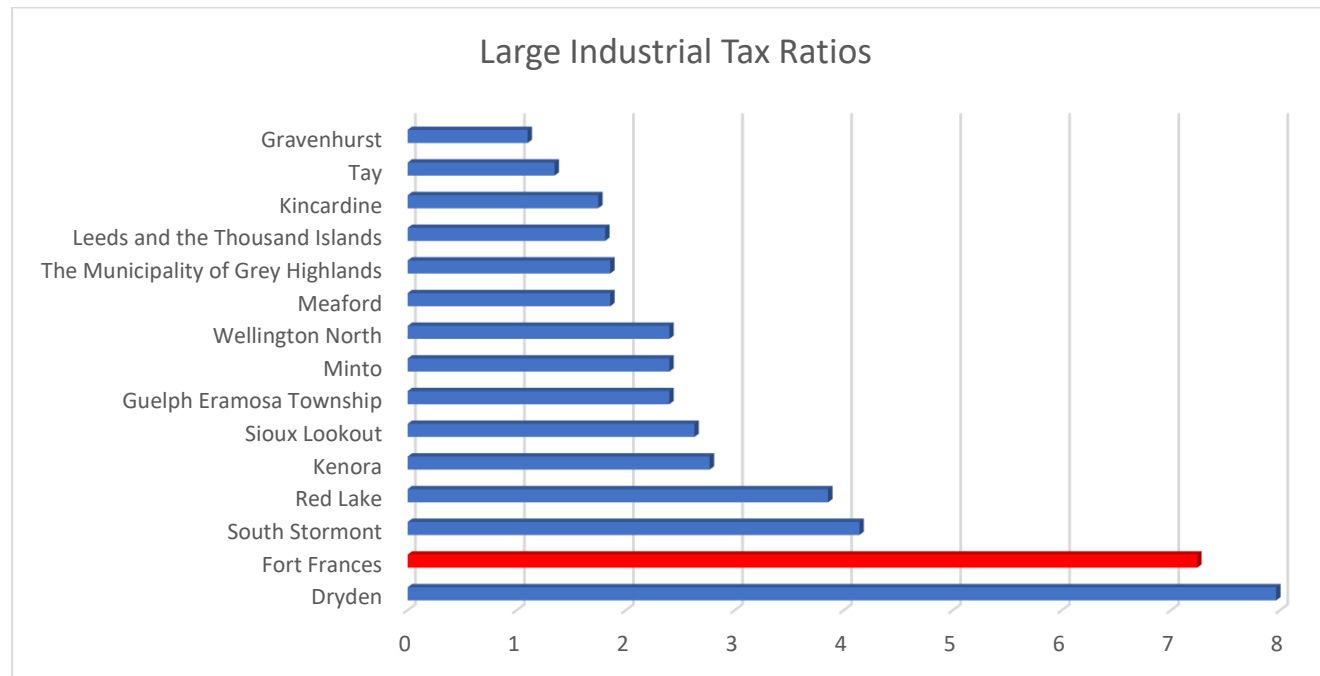
Community Improvement Plan Incentive

The Town of Fort Frances has been innovative and was one of the first communities in Ontario to create a Community Improvement Plan with board planning powers that allow the municipality to partner with commercial and industrial development to encourage new investment. The Town utilized these tools to assist the pulp and paper mill in building the Biomass Generator. These tools allow for a short-term reduction in the taxes payable but don't address over all fairness.

2021 Current Tax Ratio Fort Frances

Industrial 2.644372
Large Industrial 6.781534

Cost Implications and the Path Forward



Two significant factors provide the community with an ideal opportunity to realign this property tax classification ratio.

- The closure and demolition of the Pulp and Paper Mill
- The need to attract new industry to the community.

In 2001 the municipal taxation achieved from large industrial was approx. \$1.7 million

Today the taxation achieved is \$215,609.

Leveling Large Industrial to the Industrial rate would result in a net loss of \$130,570 or a 1.14% general tax increase.

Recommendations

The Economic Development Advisory Committee recommends that the Administration and Finance Committee review the current ratio and find a path in the 2022 tax year to level Industrial and Large Industrial Classes. Further the Committee encourages the Town to build a multi year plan to create a competitive Industrial ratio similar to that of Dryden.

Reference Chart

Municipality	Population	Residential Property Tax Rates				Tax Ratios			
		Lower Tier	Upper	Education	Total		Commercial	Industrial	Large Indust.
Local									
Fort Frances		0.01682625		0.00161000	0.01843625		1.9672170	2.8233410	7.2405040
Northwestern Ontario Comparables									
Dryden	7749	0.01583049		0.00161000	0.01744049		1.8586800	1.5000000	7.9646020
Kenora	15096	0.01211057		0.00161000	0.01372057		2.1521640	2.1297610	2.7702310
Red Lake	4107	0.01346676		0.00161000	0.01507676		1.9800000	3.8557340	3.8557340
Sioux Lookout	5300	0.01904595		0.00161000	0.02065595		1.7407000	2.6300000	2.6300000
AVERAGE		0.01511344		0.00161000	0.01672344		1.9328860	2.5288738	4.3051418
Ontario Comparables									
Gravenhurst	12311	0.00453610	0.00285850	0.00161000	0.00900460		1.1000000	1.1000000	1.1000000
Guelph Eramosa Township	12854	0.00260652	0.00617506	0.00161000	0.01039158		1.4910000	2.4000000	2.4000000
Kincardine	11729	0.00677835	0.00389693	0.00161000	0.01228528		1.2331000	1.7477000	1.7477000
Leeds and the Thousand Islands	9465	0.00392731	0.00370869	0.00161000	0.00924600		1.3464000	1.8114000	1.8114000
Meaford	10991	0.00775870	0.00357933	0.00161000	0.01294803		1.3069400	1.8581870	1.8581870
Minto	8671	0.00544891	0.00617506	0.00161000	0.01323397		1.4910000	2.4000000	2.4000000
South Stormont	13110	0.00446871	0.00579000	0.00161000	0.01186871		1.6340270	2.0634330	4.1432480
Tay	10033	0.00664567	0.00278999	0.00161000	0.01104566		1.2521000	1.3475670	1.3475670
The Municipality of Grey Highlands	9804	0.00569505	0.00357933	0.00161000	0.01088438		1.3069400	1.8581870	1.8581870
Wellington North	11914	0.00481749	0.00617506	0.00161000	0.01260255		1.4910000	2.4000000	2.4000000
AVERAGE		0.00540673	0.00458360	0.00161000	0.01160033		1.3652507	1.8986474	2.1066289

This report was prepared with research by Northern Community Development Solutions, analysis by Derik Brandt Consulting and Tannis Drysdale Consulting.

**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2021/62**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: December 7, 2021

SUBJECT: Donation Request Couchiching First Nation

BACKGROUND

The attached Letter from Amanda French, Human Resource Manager, Couchiching First Nation was received via fax and due to the urgency with only having one meeting in December, is before you today. Couchiching First nation is asking if the Town would consider making a donation to the Community Christmas Dinner of either a small gift for the prize table or a monetary donation.

RECOMMENDATION

The Administration and Finance Executive Committee recommends that the Town provides a small gift for the prize table, to be coordinated with the Clerk's office.

Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to provide a small gift for the prize table for the Couchiching First Nation Community Christmas Dinner.



Couchiching First Nation
RMB 2027, RR#2
Fort Frances, ON
P9A 3M3
(807) 274-3228
Fax: (807) 274-6458

December 1, 2021

Re: Donation Request

To Whom it May Concern,

Good day, I am writing you on behalf of Couchiching First Nation. Currently we are working on a Community Christmas Dinner.

In light of the pandemic, the past couple years has been hard on the people of our community. We are preparing our Community Christmas Dinner to give our Community Members some relief of the isolation from the pandemic and socialize with the rest of the Community. Especially with our children, the lack of socialization and normality has been very hard on them as well.

We are asking if your company would consider making a donation to our Community Christmas Dinner, either a small gift for the prize table or a monetary donation.

We look forward to your most favorable response and thank you for taking the time to read and consider our request.

Sincerely,

Amanda French
Human Resource Manager
Couchiching First Nation

December 8, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Development of a Splash Pad

At the Council meeting held November 8, 2021 a petition for the construction of a splash park was referred to the Operations and Facilities Executive Committee with input from the Planning and Development Executive Committee.

Since that time Administration has been talking with equipment suppliers and other communities operating these types of parks to try to understand the costs associated with construction, operation, and maintenance of these assets. Based on the recommendation of location from PDEC, which is attached to this report, some work needs to be done to help determine the path forward in terms of servicing availability however at this time, specifics on servicing requirements are unknown. There are many aspects of this type of development that need to be carefully considered as things like a water recycling system compared to a flow through pad that wastes all water used at the site doubles the costs of construction and maintenance. Due time needs to be taken to understand these costs from both an initial capital expenditure standpoint as well as an ongoing maintenance cost standpoint.

At either site suggested by PDEC we are looking at extensive sewer, water and electrical installation, the construction of a building for pump equipment, change rooms, washrooms as well as accessibility upgrades to meet the requirements of the AODA. In addition to these upgrades, at Legion Park, Council should consider the replacement of the equipment at that site as well as the equipment is quite old and should be updated in the near future. For the Legion Park site, the reconstruction of Lillie Avenue should be considered as part of the accessibility installations in addition to providing better parking and upgraded sewer and water infrastructure as the sanitary main was installed in 1945 and the watermain in 1969. Further the Legion Park is situated on Kings Highway and due consideration needs to be given to increased pedestrian traffic from the north side of the highway safely crossing the highway to access this park. This highway is a Connecting Link Highway so any addition of traffic control devices must be approved by MTO before installation. Council should consider input from the Traffic Safety Committee on pedestrian access should Legion Park be chosen as the final location.

Typically, in other communities these types of developments have been constructed through an initiative spearheaded by a local service club or group who get together to fundraise for the development, plan the development and in some cases construct the development. This is similar to how the Skate Park was constructed and more recently the tennis courts in Fort Frances. There are many options to consider when looking at this type of development and there should be a mechanism in place to select the features that best suit the community wants and by extension the community financial support. If Council recalls, there was a substantial steering committee struck for the development of the Rainy Lake Market Square to guide the features included in that development with representatives of the stakeholders most effected by that space.

At this point in the year, most grant programs are closed and there are limited grant opportunities to offset the construction of a splash pad. There were some programs that were available earlier in the fall that would have fit this project well however we have missed the application deadlines for those programs. In addition, at this time we have a tremendous amount of work ahead to do to develop the scope of work to construct a splash park, projects like this don't happen successfully over night, they

take time to plan and organize. In addition, Council needs to be cognizant of the projects it currently has committed to and capital funds being expended for projects for which we have received funding, projects we have applied for funding for and committed projects and purchases which are to be funded totally out of reserves. Council does not have unlimited funds and needs to balance the needs set out in the Town's Asset Management Plan with projects undertaken to expand the services provided within the confines of our available funding.

Given the late time of the year this was brought forward, and the limited time Administration has to prepare cost estimates for a complicated project of this nature before the Capital Budget Meetings scheduled in early 2022, it is the recommendation of Administration that 2022 is used as a planning year with maybe some funds allocated for design works if determined necessary. Further that 2022 is used as a year to try and secure funding to offset the capital costs of a proposed development of this type and that a public call be put out for a group to take this project on with the support of Town Administration. In addition, before design works and planning can truly get underway, Council must select a final location. A development at Shevlin Green has totally different design challenges compared to a development at Legion Park.

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

1. Council selects a final location for the development of a splash pad to allow planning to begin for the future construction.
2. Administration use 2022 to plan for the construction of a splash pad development in Fort Frances.
3. That funds be considered in the 2022 capital budget for the design of related infrastructure to support a future splash pad at the desired location.
4. That Administration watch for grant opportunities in 2022 to offset the costs related to the development of a splash pad and apply for funding as it comes available.
5. That council put out a public call for a group to spearhead the development of a splash pad in Fort Frances with the assistance of Town Administration.
6. That the Traffic Safety Committee review the proposed development at the Legion park and make recommendation on measures to improve safe pedestrian and vehicular access.

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

- 1. Council selects a final location for the development of a splash pad to allow planning to begin for the future construction.**
- 2. Administration use 2022 to plan for the construction of a splash pad development in Fort Frances.**
- 3. That funds be considered in the 2022 capital budget for the design of related infrastructure to support a future splash pad at the desired location.**
- 4. That Administration watch for grant opportunities in 2022 to offset the costs related to the development of a splash pad and apply for funding as it comes available.**
- 5. That council put out a public call for a group to spearhead the development of a splash pad in Fort Frances with the assistance of Town Administration.**
- 6. That the Traffic Safety Committee review the proposed development at the Legion park and make recommendation on measures to improve safe pedestrian and vehicular access.**

2021Dec8 Splash Pad - REV.docx

December 8, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Enter into a Contribution Agreement with the Northern Ontario Heritage Fund for Sorting Gap Marina Improvements

In March of 2021, we submitted Council approved funding application to the Northern Ontario Heritage Fund for upgrade work at the Fort Frances Sorting Gap Marina scheduled between 2021 and 2022. The Town has been successful in receiving an approval of 70.41% (\$376,995) of our funding needs for the project. The remainder of funds for the project is to be provided by the Town (\$95,620) and FedNor (\$124,994). Currently, we are yet to receive confirmation of funding approval from FedNor.

The Town plans to use a significant portion of the funds for the replacement of the remaining wooden docks at the Sorting Gap with the poly docks installed in 2021. The remaining funds will be put towards, electrical, lighting security, and site drainage upgrades at the Sorting Gap Marina in 2022.

Attached to this report you will find a contribution agreement between the Town of Fort Frances and the Northern Ontario Heritage Fund Corporation.

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

1. Enter into a contribution agreement with Northern Ontario Heritage Fund Corporation for funding relating to projects at the Sorting Gap Marina.
2. That an authorizing by-law be prepared authorizing the agreement to be signed by Mayor and Clerk.

Respectfully Submitted



Travis Rob, P.Eng

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

1. Enter into a contribution agreement with Northern Ontario Heritage Fund Corporation for funding relating to projects at the Fort Frances Airport
2. That an authorizing by-law be prepared authorizing the agreement to be signed by Mayor and Clerk.

Manager of Operations and Facilities

THE AGREEMENT made

B E T W E E N:

NORTHERN ONTARIO HERITAGE FUND CORPORATION

a corporation existing under the laws of Ontario

(“**NOHFC**”)

- and -

CORPORATION OF THE TOWN OF FORT FRANCES

a municipality under the laws of Ontario

(the “**Recipient**”)

Background:

NOHFC has among its objects the promotion and stimulation of economic initiatives in Northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project described in this Agreement.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

Consideration:

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

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 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 background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;
- (e) “include”, “includes” and “including” shall not denote an exhaustive list; and

- (f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

1.2 **Definitions.** In the Agreement the following terms shall have the following meanings:

“Agreement” means this agreement for Project number 7510000 entered into between NOHFC and the Recipient and includes all of the schedules listed in section 26.1.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives and/or guidelines issued pursuant to that Act.

“Business Day” means a day other than a Saturday, Sunday, or any statutory holiday in the Province of Ontario.

“Conflict of Interest” has the meaning ascribed to it in section 7.2.

“Effective Date” is the date the Agreement is signed by NOHFC.

“Eligible Project Costs” means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient between March 2, 2021 and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule “B”.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Excess Funds Amount” means the excess, if any, of X – Y where
 “X” is the amount of Funds provided to the Recipient under the Agreement; and
 “Y” is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

“Funding Year” means:

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

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

“Indemnified Parties” means Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives;

“Ineligible Project Costs” means all Project costs that are not Eligible Project Costs.

“Maximum Funds” means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) \$376,995.

“NOHFC Claim Schedule” means the NOHFC claim schedule set out in Schedule “C”.

“Northern Ontario” means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming.

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

“Party” means either NOHFC or the Recipient and **“Parties”** means NOHFC and the Recipient.

“Project” means the undertaking described in Schedule “A” and in the Project Plan in Schedule “C”.

“Project Budget” means the budget for the Project set out in Schedule “B”.

“Project Costs Chart” means the chart of Project costs set out in Schedule “B”.

“Project Funding Chart” means the chart of Project funding set out in Schedule “B”.

“Project Percentage” means 70.41%.

“Project Plan” means the chart setting out milestones/activities and timelines for the Project and the Project completion date, in each case as set forth in Schedule “C”.

“Quarter” or **“Quarters”** means one or more of the following four periods of time in NOHFC’s fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

“Reports” means the financial and progress reports described in Schedule “E” and any other reports requested by NOHFC.

“Request for Funds” means the form set out in Schedule “D” of the Agreement.

“Wind Down Costs” means the Recipient’s reasonable costs to wind down the Project.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;

- (c) any information the Recipient provided to NOHFC contained in its application and in support of its application (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect, except as set out to the contrary in the Agreement; and
- (d) no Conflict of Interest exists.

2.2 Execution of Agreement. The Recipient represents and warrants that:

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

2.3 Governance. The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

- (a) establish procedures to ensure the ongoing effective functioning of the Recipient;
- (b) establish decision-making mechanisms;
- (c) provide for the prudent and effective management of the Funds;
- (d) establish procedures to enable the successful completion of the Project;
- (e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and
- (g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 Supporting documentation. Upon request, the Recipient shall provide NOHFC with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT

3.1 Term. The term of the Agreement shall commence on the Effective Date and shall expire after the occurrence of all of the following unless terminated earlier pursuant to Article 13 or Article 14:

- (a) the completion of the Project in accordance with the terms and conditions of the Agreement; and
- (b) the receipt by NOHFC of all Reports required under this Agreement satisfactory to NOHFC.

3.2 Project and use of Funds. The Recipient shall:

- (a) carry out the Project;
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and other orders, rules, by-laws, and industry standards applicable to any aspect of the Project;
- (b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;
- (c) use the Funds only for the purpose of carrying out the Project; and
- (d) spend the Funds only in accordance with the Project Budget.

**ARTICLE 4
CHANGES**

4.1 No changes. The Recipient shall:

- (a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient;
- (b) abide by the terms and conditions NOHFC may require in giving such consent.

4.2 Notification. The Recipient shall notify NOHFC promptly if it becomes aware of:

- (a) any actual or potential material changes to the Project and/or Project Budget; and
- (b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement.

**ARTICLE 5
FUNDS, PAYMENT AND CARRYING OUT THE PROJECT**

5.1 Obligation to fund.

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.
- (b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.

5.2 **Payment of Funds.**

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall:
 - (i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule;
 - (ii) issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- (b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:
 - (i) a completed Request for Funds; and
 - (ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds and copies of cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of payment of the Eligible Project Costs claimed.

5.3. **Limitations on funding.**

- (a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:
 - (i) vary the amount of Eligible Project Costs that it reimburses; and
 - (ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.
- (b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the Project Percentage of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.
- (c) In the event the Recipient:
 - (i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than \$100,000;
 - (ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or
 - (iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds \$100,000,

the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule “F” and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.

- (d) NOHFC shall hold back 10% of \$376,995, to be released only after all of the following have occurred:
 - (i) completion of the Project in accordance with the Agreement;
 - (ii) receipt by NOHFC of all Reports required under the Agreement; and
 - (iii) receipt by NOHFC of the final Request for Funds for the Project.
- (e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other sources. The Recipient shall promptly notify NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from sources that are not listed in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of funding for the Project.
- (f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient’s spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.
- (g) The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the net costs to the Recipient, net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

5.4. Conditions of funding. NOHFC’s obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC’s satisfaction:

- (a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12;
- (b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed;

- (c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;
- (d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project; and
- (e) NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer.

ARTICLE 6

ACQUISITION OF GOODS AND SERVICES; DISPOSAL OF ASSETS AND OWNERSHIP OF BUILDINGS AND FACILITIES

- 6.1 **Acquisition of supplies, equipment or services.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than \$25,000 a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. NOHFC may, at its sole discretion, consent in writing to a non-competitive procurement over \$25,000 if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.
- 6.2 **Movement and Disposal of assets.** The Recipient shall not, without NOHFC's prior written consent and subject to the following Section 6.3, during the period from the Effective Date to the date that is three years after the project completion date set out in Section 3 of Schedule "C", sell, lease or otherwise dispose of, or store or move to any location outside of Northern Ontario, any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded \$10,000 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.
- 6.3 **Buildings and Facilities.** Unless NOHFC otherwise agrees in writing, the Recipient shall own or lease all buildings, facilities or land purchased, constructed or improved with the Funds during the period from the Effective Date to the date that is three years after the project completion date set out in Section 3 of Schedule "C". This obligation shall survive the expiry or termination of the Agreement.

ARTICLE 7

CONFLICT OF INTEREST

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.
- 7.2 **Conflict of Interest includes.** For the purposes of this Agreement, a Conflict of Interest includes:

- (a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and
- (b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

7.3 Disclosure to NOHFC. The Recipient shall:

- (a) disclose to NOHFC without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and
- (b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of such disclosure.

ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW

8.1 Preparation and submission. The Recipient shall:

- (a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;
- (b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;
- (c) ensure that all Reports are completed to the satisfaction of NOHFC; and
- (d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

8.2 Record maintenance. The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

- (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.

8.3 Inspection. NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

- (a) inspect and copy the records and documents referred to in section 8.2; and
 - (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.
- 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 8.5 **No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.
- 8.6 **Auditor General.** For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 8.7 **Audit report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any Request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
- (a) Funds received to date;
 - (b) Eligible Project Costs incurred by the Recipient to date;
 - (c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and
 - (d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

ARTICLE 9 CREDIT

- 9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.
- 9.2 **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.
- 9.3 **Signage.** At NOHFC's request, the Recipient shall install and maintain in good condition one or more signs or plaques supplied by NOHFC to acknowledge NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project as approved by NOHFC.

ARTICLE 10 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **FIPPA.** The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 11 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, losses, 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.

ARTICLE 12 INSURANCE

- 12.1 **Recipient's insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, 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 \$2,000,000 per occurrence. The policy shall include the following:
- (i) Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives 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;
 - (ii) a cross-liability clause;
 - (iii) contractual liability coverage; and
 - (iv) a 30 day written notice of cancellation.
- 12.2 **Proof of insurance.** The Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 12.3 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.

- 12.4 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

ARTICLE 13 TERMINATION ON NOTICE

- 13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.
- 13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:
- (a) shall have no further obligation to make any payment of Funds;
 - (b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and
 - (c) may determine the Recipient's reasonable Wind Down Costs, and either:
 - (i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or
 - (ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 14 EVENT OF DEFAULT AND CORRECTIVE ACTION

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;
 - (b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
 - (c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:
 - (i) carry out and complete the Project by the Project completion date specified in Schedule "C";
 - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
 - (iii) use or spend Funds; and/or

- (iv) provide Reports;
- (d) the nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors is instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- (g) the Recipient ceases to operate; or
- (h) a Conflict of Interest that cannot be resolved to NOHFC's satisfaction, acting reasonably.

14.2 **Corrective action.** If an Event of Default occurs, NOHFC may, at any time, take one or more of the following actions:

- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further payment of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or
- (i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.

- 14.3 **Opportunity to remedy.** In addition to its rights provided for in section 14.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:
- (a) of the particulars of the Event of Default; and
 - (b) of the period of time within which the Recipient is required to remedy the Event of Default.
- 14.4 **Recipient not remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:
- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
 - (b) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as NOHFC considers reasonable; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,
- NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e), (f), (g), (h) and (i).
- 14.5 **Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15

PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

- 15.1 **Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.
- 15.2 **NOHFC's right to pay amounts due and unpaid by Recipient or subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement, NOHFC shall have the right, but for greater certainty, no obligation, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay any amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to the Agreement together with all costs incurred by NOHFC in connection therewith or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

ARTICLE 16 COMPLIANCE WITH AGREEMENT AND LAWS

- 16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.
- 16.2 **Compliance with Laws and Standards.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers, if any, at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders. The Recipient shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

ARTICLE 17 REPAYMENT AND SET OFF

- 17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.
- 17.2 **Interest rate.** NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.
- 17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the "Northern Ontario Heritage Fund Corporation" and mailed to NOHFC at the address provided in section 18.1.

ARTICLE 18 NOTICE

- 18.1 **Notice in writing and delivered.** Notice shall be in writing and shall be delivered by personal delivery or courier, mailed by registered mail, or sent by fax or email, and shall be addressed to the Parties respectively as follows, or as either Party later designates to the other by Notice.

To NOHFC:

Northern Ontario Heritage Fund
Corporation
70 Foster Drive, Suite 200

To the Recipient:

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

Sault Ste. Marie, Ontario P6A 6V8

Attention: Adam Mitchell, Asset
Management Coordinator

Attention: Executive Director

Fax: N/A

Fax: 705-945-6701

Email: amitchell@fortfrances.ca

E-mail:

NOHFC.FinancialServicesUnit@ontario.ca

- 18.2 **Notice given.** Any Notice given by personal delivery, registered mail or courier shall be deemed to have been given and received on the day of actual delivery thereof or if such day is not a Business Day, on the first Business Day thereafter. Any Notice given by fax or email on a Business Day before 4:00 p.m. shall be deemed to have been given and received on such Business Day, and otherwise shall be deemed to have been given and received on the first Business Day following sending.
- 18.3 **Postal disruption.** Despite section 18.2, following the occurrence and during the continuation of a postal disruption,
- (a) Notice by registered mail shall not be deemed to be given or received; and
 - (b) the Party giving Notice shall give Notice by email, personal delivery, courier, or fax.

ARTICLE 19 SEVERABILITY OF PROVISIONS

- 19.1 **Invalidity or unenforceability of any provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20 WAIVER

- 20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21 INDEPENDENT PARTIES

- 21.1 **Parties independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of NOHFC or any Indemnified Party and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.

- 22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23 GOVERNING LAW

- 23.1 **Governing law.** The Agreement and the rights, obligations and relations of the Parties shall 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 shall be conducted in Ontario.

ARTICLE 24 FURTHER ASSURANCES

- 24.1 **Agreement into effect.** The Parties shall 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 its full extent.

ARTICLE 25 SURVIVAL

- 25.1 **Survival.** The provisions in Article 1; section 3.2; section 5.1; section 5.2; sections 5.3(a), (d), (e) and (g); Article 8; Article 9; Article 10; Article 11; sections 14.1, 14.2(e), (f), (g) and (i); Article 15; Article 16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule "A", Schedule "B" and Schedule "C" shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 26 SCHEDULES

- 26.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule A - Project Description;
- (b) Schedule B – Project Budget;
- (c) Schedule C – Project Plan and NOHFC Claim Schedule;
- (d) Schedule D – Request for Funds;
- (e) Schedule E - Reports; and
- (f) Schedule F – Change Request Form.

ARTICLE 27 ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

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

- 27.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties. If the Recipient wishes to amend the Agreement, the Recipient will complete the appropriate sections of the Change Request Form as set out in Schedule “F” and submit it to NOHFC. NOHFC is under no obligation to consider Change Request Forms submitted after this date. NOHFC may approve or reject all or part of any such change request in its sole discretion and may require the Recipient to enter into a separate amending agreement. In the event NOHFC signs a Change Request Form, this Agreement will be amended accordingly.

ARTICLE 28 BPSAA

- 28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and in the event that there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 29 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 29.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a “**Failure**”) with any term, condition or obligation under any other agreement with NOHFC;
 - (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,

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

ARTICLE 30 SIGNATURE

- 30.1 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 30.2 **Execution by Electronic Means.** This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words “execution,” “signed,” “signature,” and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature.

**ARTICLE 31
TIME IS OF THE ESSENCE**

- 31.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

[Signature page follows]

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

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

John Guerard
Executive Director (A)

Date

CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Position:

Date

Name:
Position:

Date

I/We have authority to bind the Recipient.

SCHEDULE “A”***PROJECT DESCRIPTION*****1. Project summary**

The Recipient will replace its docking system at the Sorting Gap Marina, resulting in a new dock system that is more accessible. Electrical, lighting, and site drainage will also be upgraded, and closed-circuit television security cameras will be installed.

2. Project purpose

The Project will improve one of its main tourist amenities and decrease the municipality's operating and maintenance costs.

3. Project location

Fort Frances, ON

SCHEDULE “B”
PROJECT BUDGET

1. Project Costs Chart

<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total cost</i>
Construction / Renovation	\$383,411	\$42,079	\$425,490
Equipment Upgrades (Cameras)	\$35,000	\$0	\$35,000
Site Drainage Upgrades	\$7,000	\$0	\$7,000
Electrical Upgrades	\$60,000	\$0	\$60,000
Lighting Upgrades	\$50,000	\$0	\$50,000
Salaries and benefits	\$0	\$20,119	\$20,119
TOTAL	\$535,411	\$62,198	\$597,609

2. Project Funding Chart

<i>Funding sources</i>	<i>Financing type</i>	<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total funding</i>
NOHFC	Conditional contribution	Eligible Project Costs	\$376,995	\$0	\$376,995
Recipient	Own Resources	All Costs	\$53,541	\$42,079	\$95,620
FedNor	Conditional contribution	All Costs	\$104,875	\$20,119	\$124,994
TOTAL			\$535,411	\$62,198	\$597,609
NOHFC % of total Eligible Project Costs			70.41%		

SCHEDULE “C”**PROJECT PLAN AND NOHFC CLAIM SCHEDULE**

(To be completed by the Recipient)

1. Project Plan

Project milestones	Timing	
	Start (month/ year)	End (month/ year)

2. NOHFC Claim Schedule

	Funding Year 1 (ending Mar 31/20__)				Funding Year 2 (ending Mar 31/20__)				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Eligible Project Costs									
NOHFC claim									

3. Project completion date: _____

SCHEDULE "D"**REQUEST FOR FUNDS FORM****Claim Number:****1. Project Progress**

Project milestones	% Complete	Comments
TOTAL		

2. Is this the Recipient's final request for Funds for the Project?☐

No

☐

Yes

3. Request for Funds (Current Claim)

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

- (a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds; and
- (b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE "D" (CONT'D)**REQUEST FOR FUNDS FORM****4. Eligible Project Costs - Claim status**

Please complete this table below in conjunction with the tables in section 5 of this form.
Only the subtotals from the tables completed in section 5 should be identified in the "Total Eligible Project Costs this request" column of the table below.

Eligible Project Cost category	Total Eligible Project Cost amount	Total Eligible Project Costs of all claims submitted to date (not including this request)	Eligible Project Costs this request	Balance of Eligible Project Costs remaining (after this request)	Table no. if applicable (from section 5 of this form)
Construction / Renovation	\$383,411				
Equipment Upgrades (Cameras)	\$35,000				
Site Drainage Upgrades	\$7,000				
Electrical Upgrades	\$60,000				
Lighting Upgrades	\$50,000				
TOTAL	\$535,411				
NOHFC Funds (70.41%)					

Total Eligible Project Costs this request: \$ _____ (A)

NOHFC % of Eligible Project Costs 70.41% (B)

Current Payment Request: \$ _____ (C)
(A x B)

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE “D” (CONT’D)**REQUEST FOR FUNDS FORM****5. Detailed Listing of Transactions for each Eligible Project Cost category**

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

Table 1: <Eligible Project Cost category: _____>

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

Table 2: <Eligible Project Cost category: _____>

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE “D” (CONT’D)
REQUEST FOR FUNDS FORM

6. Certification

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient’s obligations to date, as set out in the Agreement, have been satisfied.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE “E”***REPORTS*****REPORTS SCHEDULE**

Name of Report	Due Date(s)	Format and content requirements
1. Annual Report	Each anniversary of Effective Date	Form of Annual Report in Schedule “E”
2. Final Report	Attached to final Request for Funds completed and submitted to NOHFC	Form of Final Report in Schedule “E”

SCHEDULE “E” (CONT’D)**REPORTS****FORM OF ANNUAL REPORT**

1. **Progress of Project:** Have the milestones/activities for this time period been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why, how this affects the Project in the future and how the Project will be brought back into compliance with the Project Plan.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs for this time period were compare them with the actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures do not match the expected Eligible and Ineligible Project Costs and how this may affect the Project in the future.

3. **Other performance measures:** Have the objectives of the Project been achieved to date? Please describe the economic activity that has resulted in a benefit to Northern Ontario to date (number of jobs created / sustained and Project contributor funding contributions).

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE “E” (CONT’D)**REPORTS****FORM OF FINAL REPORT**

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.

3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? Please describe the economic activity that has resulted in a benefit to Northern Ontario (actual number of jobs created / sustained and final Project contributor funding contributions). If the Project objectives were not achieved, please explain.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE "F"**CHANGE REQUEST FORM****Please complete all appropriate sections (to be completed by Recipient)**

1. ☐ **Amendment to NOHFC Claim Schedule**
 (For a requested amendment of \$100,000 or more in any Quarter)

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule.
 Insert additional years, if required and provide the reasons for the requested amendment in the box below.

	Funding Year 1 (ending Mar 31/20)				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Previous					
New					

	Funding Year 2 (ending Mar 31/20)				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Previous					
New					

Reasons for requested amendment to NOHFC Claim Schedule:

2. ☐ **Changes in Project Plan**
 (Complete where the Project milestones or their timing change)

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

Project milestones		Timing			
		Start (month/ year)		End (month/ year)	
Previous	New	Previous	New	Previous	New

(Change Request Form continued on following page – please fill out all pages)

SCHEDULE “F” (CONT'D)**CHANGE REQUEST FORM**

Reasons for requested amendment to the Project Plan:

3. ☐ Amendment to Project completion date

(Complete where an amendment to the Project completion date is requested.)

Indicate the previous Project completion date, the requested Project completion date and provide reasons for the requested amendment in the box below.

Current Project completion date: _____

Requested Project completion date: _____

Reasons for requested amendment to the Project completion date:

4. ☐ Transfer of costs between Project Cost Categories

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

Project Cost Category	Total Project Costs	
	PREV.	NEW
TOTAL		

Reasons for requested transfer of amounts between Project cost categories:

(Change Request Form continued on following page – please fill out all pages)

SCHEDULE "F" (CONT'D)**CHANGE REQUEST FORM****5. ☐ Other amendments to the Agreement**

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

6. Acknowledgement

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

CORPORATION OF THE TOWN OF FORT FRANCES

Date: _____

Print Name:

Position:

I have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

Date: _____

Name:

Position:

December 8, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of Tender 2021-OF-17 – Installation of a Standby Power System at the Fort Frances Wastewater Treatment Plant

The Town of Fort Frances advertised in the Fort Frances times and on the Town's website a tender for the installation activities related to the standby power system for the Wastewater Treatment Plant on November 11, 2021.

A Mandatory Site Meeting was held on November 23 at the Fort Frances Wastewater Treatment plant whereby two perspective contractors were on site to review the work. On Tuesday November 30, 2021 the tender was closed at the Fort Frances Civic Centre with public participation via Teams call in as has been typical through the COVID-19 pandemic. One bid was received from Prezio Electric who attended the mandatory site meeting. Their bid was \$299,000.00 plus HST to complete the works starting once the ground is thawed and the generator has arrived. Attached to this report you will find a letter of recommendation from TBT Engineering to award the work to Prezio Electric.

The Town originally budgeted \$625,800 for the entire project including the purchase of the standby power unit. The purchase of the standby power unit was awarded to CAT Power Systems on June 14, 2021 at a total cost of \$492,624 plus HST. A full breakdown of the budget implication is outlined below.

	Sub Total Tender Price	Town's portion HST	TOTAL TENDER PRICE
Standby Power Unit	\$ 492,624.00	\$ 8,670.18	\$ 501,294.18
Installation	\$ 299,000.00	\$ 5,262.40	\$ 304,262.40
Total		\$	805,556.58
Budget		\$	625,800.00
Surplus/(Shortfall)		\$	(179,756.58)

There is a substantial budget overage in the 2021 capital allocation, however the work will not be undertaken in 2021 as the generator won't be arriving until 2022. This means that the new budget allocation will be brought forward to the 2022 Capital Budget as a committed item, therefore not impacting the 2021 allocations.

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

1. Tender 2021-OF-17 be awarded to Prezio Electric for a total tender price of 299,000.00 plus applicable HST
2. The funding shortfall be accounted for in the 2022 Capital Budget
3. That an authorizing By-Law be prepared to authorize Mayor and Clerk to Execute the agreement on behalf of the organization.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Travis Rob', with a stylized flourish at the end.

Travis Rob, P.Eng

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

- 1. Tender 2021-OF-17 be awarded to Prezio Electric for a total tender price of 299,000.00 plus applicable HST.**
- 2. The funding shortfall be accounted for in the 2022 Capital Budget**
- 3. That an authorizing By-Law be prepared to authorize Mayor and Clerk to Execute the agreement on behalf of the organization.**

Manager of Operations and Facilities

2021Dec8 Award of Tender 21-OF-17 - Electrical Install WWTP Genset



December 3, 2021

TBT Project#: 20-559

Town of Fort Frances
320 Portage Ave
Fort Frances, ON
P9A 3P9

Attention: Travis Rob

RE: Fort Frances WWTP – Generator Installation

The tender period for the above noted project has closed. After assessing bidder submissions, TBT Engineering has determined that the tender submission from G. Prezio Electric Ltd. best aligns with project goals. The following is the received Tender Price:

Prezio Electric	\$ 299,000.00
HST	\$ 38,870.00
Total HST Included	\$ 337,870.00

Upon examination of the tender submission, the contractor has demonstrated they are qualified to complete the work, has submitted all mandatory documents, proposed a feasible methodology and has indicated they are able to complete the project within the schedule prescribed. Of note on the schedule, Prezio Electric has indicated that the project will take approximately 4-8 weeks after the generator has been delivered and the ground has thawed.

Based on the above information, the tender submission is compliant with the tender call. Therefore, TBT Engineering Limited would hereby recommend award of this project to G. Prezio Electric Ltd. for the lump sum price of **\$337,870.00** inclusive of HST.

If you have any questions or require anything further, please do not hesitate to contact me.

Yours truly,

TBT Engineering Limited

A handwritten signature in black ink, appearing to read "Franco", followed by a stylized flourish.

Franco Gorenzschach, P.Eng
Vice President – Building Sciences

December 8, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Annual Energy Conservation and Demand Management Report

Since 2013, the Town has been tracking its energy consumption in accordance with our Energy Conservation and Demand Management Plan. In 2019 the role of energy tracking and reporting was transitioned to the Asset Management Coordinator.

In 2021 the online billing platform provided by Union Gas was transitioned to Enbridge causing the town to lose its online database of gas utility information. We have since enrolled with Enbridge, however that caused a delay in the preparation of this report. The delay in obtaining the gas data did not impact our ability to meet our regulated Ministry reporting deadline of July 1, 2021.

Attached you will find the 2020 report prepared by Abdul Shehu, Interim Asset Management Coordinator.

It is the recommendation of the Operations and Facilities Executive Committee that the 2020 Energy Conservation and Demand Management report be accepted by Council and made available to the public per the Town's Energy Conservation and Demand Management Plan.

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 2020 Energy Conservation and Demand Management report be accepted by Council and made available to the public per the Town's Energy Conservation and Demand Management Plan.

November 4, 2021

Report To: Travis Rob

From: Abdullahi Shehu, Interim Asset Management Coordinator

RE: Annual Energy Consumption Report

Background:

The Town of Fort Frances has been providing energy reports in compliance with O. Reg. 397/11 since the first filing date of July 1st, 2013. However, the Green Energy Act of 2009 was repealed in 2018, leading to the annulment of O.Reg. 397/11. Part II.3 Conservation and Energy Efficiency was added to the Electricity Act of 1998, and O.Reg. 507/18: Broader Public Sector: Energy Reporting and Demand Management Plans was created to replace O.Reg. 397/11.

All broader public sector (BPS) organizations (including municipalities, schools, and hospitals) are mandated to disclose their energy consumption and greenhouse gas (GHG) emissions yearly under O.Reg. 507/18. These organizations must also develop and implement a Conservation and Demand Management (CDM) plans that are revised every five years to fulfill the terms of the regulation. In 2020 the Town of Fort Frances completed its Energy Reporting and Conservation and Demand Management Plans.

Upcoming Regulation Milestones:

The Town of Fort Frances is committed to reporting yearly energy consumption and greenhouse gas (GHG) under the Electricity Act, 1998 (Ontario Regulation 507/18). Our objective is to continue reducing GHG emissions to positively impact our environment. The Town also continues to improve on its Energy Conservation and Demand Management Plan in a manner that is consistent with the requirements of the provincial regulation.

Analysis:

This report contains an overview of electrical and natural gas energy use and solar energy generation at various Town of Fort Frances facilities for the 2020 year.

Electrical

The electricity usage for each year from 2017-2020, as well as the baseline year of 2011, is detailed in Spreadsheet #1 attached to this report. A column under the 2020-year data highlights the difference in consumption between the reporting year and the baseline year (2011).

The USEPA GHG Equivalencies Calculator was utilized to estimate GHG emissions from electrical energy consumption. Electricity use in 2020 accounts for approximately 3831 metric tons of carbon dioxide equivalent of emissions. The resulting value is equivalent to 461 homes energy use for a year. It is worth noting that electrical energy consumption was at an all-time low since the first reporting year (2013).

Natural Gas

Spreadsheet #2 attached to this report shows natural gas use in each of the Towns' facilities for each year from 2017-2020, including the baseline year of 2011. The 2019 merger of Union Gas and Enbridge resulted in a new set of available consumption estimates that do not include heating degree day (HDD) figures. In this report, HDD data from the Fort Frances airport weather station with ID number CTAG (71962) was used to generate HDD billing values with a base temperature of 18 degree Celsius.

The USEPA GHG Equivalencies Calculator was utilized to estimate GHG emissions from energy consumption using natural gas at the Towns' facilities. Natural gas use in 2020 accounts for approximately 800 metric tons of carbon dioxide equivalent in emissions. This resulting value is equivalent to 97 homes energy use for a year.

Solar

The solar energy generated by the Town of Fort Frances is detailed in Spreadsheet #3, which is attached to this report. Although revenues for the year 2020 increased from those reported in 2019, they are below the annual average. The Town will continue to profit from this 20-year deal, which pays \$0.80 per kilowatt-hour generated until 2032. Although the Ministry of Energy does not mandate an annual report on solar generation, the data has historically been included in the annual report to Council.

Utilizing the USEPA GHG Equivalencies Calculator. Electricity generation from the solar system accounts for approximately 24.4 metric tons of avoided carbon dioxide equivalent emission. This is equivalent to 3 homes' energy use for a year.

Summary of Additional Energy Initiatives:

The Town of Fort Frances continues to seek ways to avoid emissions and increase energy efficiency at all its facilities via capital projects or operational procedures. The Memorial Sports Complex (MSC) consumes the most energy among the Town's facilities. Steps were taken in 2020 to plan, procure and seek financing for the following upgrades at the MSC:

- Replacement of rooftop air handling unit (AHU)
- New Furnace and heat recovery ventilation (HRV) unit installation
- Roof replacement
- Energy recycling dehumidifier (DRY-O-TRON), duct heater replacement
- LED lighting retrofit

Conclusion and Recommendations:

The COVID-19 pandemic forced the Town of Fort Frances to close some of its facilities for most of 2020, only allowing limited access to employees. Although most buildings were barely occupied or vacant, energy consumption was still required. However, there was a decrease in electrical energy consumption in 2020 which resulted in a five-year low. Reductions were noted at multiple facilities however, the most significant reductions occurred at the MSC, daycare (facility sold, 2020), and sewage treatment plant.

In 2020, electricity consumption demand reduced by 998,167 kWh's from all facilities compared to values from 2019. Natural gas consumption also trended downwards in 2020, dropping below the average (441,298 m³) consumption between 2011 and 2019. The drop in energy need is most likely due to the Covid-19 pandemic and milder winter temperatures across the year. However, the library in town has seen its gas consumption double in 2019 and 2020, compared to recent preceding years. The library is in discussion with Enbridge to seek root cause of the issue.

The Towns' solar power systems show an uptrend in kWh's generated from the system compared to the all-time low in 2019. After nine years of operation, the program has generated \$359,170.41 with an average annual return of \$39,907.82. Additionally, with some of the pandemic restrictions lifted earlier in 2021, work commenced to upgrade various aspects of the MSC with more energy-efficient materials

and equipment. The project is scheduled to continue with the planned upgrades up until March 31st, 2025.

It is the recommendation of the Administration that:

1. The annual energy consumption report be made available to the public per the Towns' Energy Conservation and Demand Management Plan.

Respectfully Submitted



Abdullahi Shehu

H:\Energy Management\Energy Monitoring\Data\ECDM Plan Data\Reports To Council\2021 Report\ECDM Annual Energy Consumption - Report to Council 2021.docx

Spreadsheet #1 - Electrical Summary

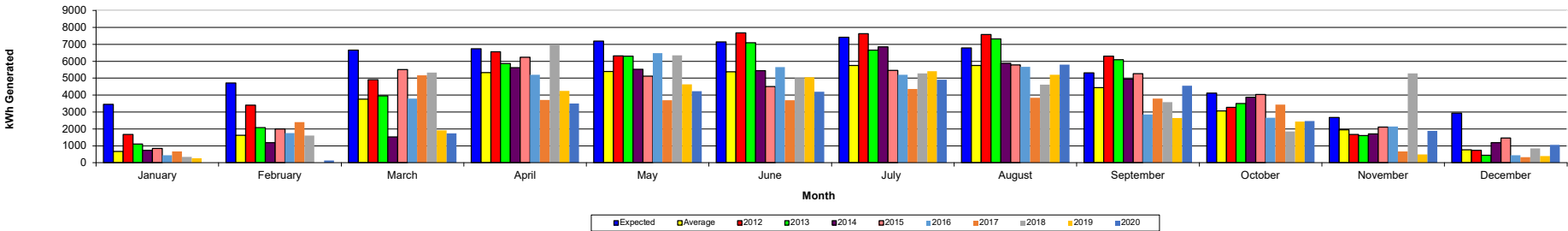
	2011 - Baseline		2017			2018			2019			2020		
	Total Consumption (kWh)	Total Cost (\$)	Total Consumption	Total Cost (\$)	Difference From Baseline (kWh)	Total Consumption (kWh)	Total Cost (\$)	Difference From Baseline (kWh)	Total Consumption	Total Cost (\$)	Difference From Baseline (kWh)	Total Consumption (kWh)	Total Cost (\$)	Difference From Baseline (kWh)
Museum	124518.26	\$ 12,934.16	109,111.48	\$ 13,446.16	-15,406.78	134,520.64	\$ 13,398.18	10,002.38	112189.78	11630.32	-12328.48	107,960.20	12195.51	-16558.06
Memorial Sports Centre*	540324.47	\$ 57,434.30	510,890.85	\$ 71,967.60	-29,433.62	518,042.70	\$ 70,654.30	-22,281.77	526438.35	78109.99	-13886.12	464,870.25	69897.25	-75454.22
Memorial Sports Centre A*	2060205.95	\$ 190,560.19	1,829,318.40	\$ 247,069.22	-230,887.55	1,847,913.12	\$ 236,124.91	-212,292.83	1869020.64	256111.95	-191185.31	1,338,317.28	191826.68	-721888.67
Hallett	1658.65	\$ 526.18	365.19	\$ 618.57	-1,293.46	351.10	\$ 615.81	-1,307.55	130.86	581.03	-1527.79	170.69	477.22	-1487.96
Sorting Gap*	46148.56	\$ 4,760.16	38,546.75	\$ 4,753.80	-7,601.81	47,156.68	\$ 4,896.40	1,008.12	42439.94	4589.84	-3708.62	32,225.57	3766.52	-13922.99
Public Works	158900.90	\$ 14,990.98	85,649.04	\$ 11,190.60	-73,251.86	92,318.22	\$ 10,054.16	-66,582.68	96963.31	10708.62	-61937.59	87,042.59	10172.98	-71858.31
Fort Frances Cemetery*	83238.89	\$ 7,928.96	70,014.98	\$ 8,667.78	-13,223.91	89,114.80	\$ 9,051.56	5,875.91	111643.26	11750.72	28404.37	124,080.61	13904.25	40841.72
Riverview Cemetery*	49686.65	\$ 4,825.18	30,258.61	\$ 4,216.43	-19,428.04	34,019.25	\$ 3,856.21	-15,667.40	32141.7	3771.45	-17544.95	30,778.18	3851.34	-18908.47
Civic Centre*	646061.57	\$ 65,147.27	479,442.24	\$ 66,853.91	-166,619.33	507,459.96	\$ 69,217.00	-138,601.61	500047.2	72304.27	-146014.37	471,903.84	68620.49	-174157.73
Dog Pound*	18384.91	\$ 1,996.22	8,838.69	\$ 1,621.46	-9,546.22	9,348.64	\$ 1,465.54	-9,036.27	10518.61	1596.92	-7866.30	9,303.00	1476.69	-9081.91
Sister Kennedy Centre 1	63938.02	\$ 6,242.01	66,048.65	\$ 8,419.24	2,110.63	73,308.08	\$ 7,870.96	9,370.06	95121.83	10384.54	31183.81	68,323.07	7624.46	4385.05
Sister Kennedy Centre 2	1163.53	\$ 525.61	3,356.90	\$ 995.94	2,193.37	2,958.81	\$ 874.93	1,795.28	3016.69	871.51	1853.16	2,428.91	735.36	1265.38
East End Hall	10057.67	\$ 1,234.80	9,059.50	\$ 1,594.76	-998.17	10,791.10	\$ 1,613.03	733.43	7162.13	1269.72	-2895.54	5,590.89	1066.30	-4466.78
Point Park Garage*	83.33	\$ 272.61	306.90	\$ 619.47	223.57	545.92	\$ 642.44	462.59	92.88	577.89	9.55	93.90	469.14	10.57
Vanjura	1165.48	\$ 362.29	0.00	\$ 617.46	-1,165.48	0.00	\$ 488.01	-1,165.48	0	419.15	-1165.48	0.00	458.74	-1165.48
Lions Park	16569.35	\$ 1,781.77	17,960.89	\$ 2,547.51	1,391.54	19,009.49	\$ 2,454.99	2,440.14	14833.19	2050.48	-1736.16	13,084.93	1879.11	-3484.42
Daycare	113506.77	\$ 11,745.12	88,050.28	\$ 11,423.11	-25,456.49	97,445.17	\$ 10,475.58	-16,061.60	91970.75	10017.22	-21536.02	24,825.30	2973.05	-88681.47
St. Frances Sports Fields	1285.15	\$ 499.34	3,785.87	\$ 932.56	2,500.72	2,459.84	\$ 803.24	1,174.69	3361.91	855.5	2076.76	188.97	479.82	-1096.18
McIrvine Road Rink	5209.86	\$ 834.06	988.92	\$ 751.75	-4,220.94	1,537.76	\$ 729.21	-3,672.10	1513.99	715.12	-3695.87	1,861.02	662.96	-3348.84
North End Rink*	15840.60	\$ 1,779.04	2,322.52	\$ 875.74	-13,518.08	0.00	\$ -	-15,840.60	0	0	-15840.60	0.00	0.00	-15840.60
Water Tower	41851.34	\$ 4,109.87	38,066.40	\$ 4,876.07	-3,784.94	40,841.22	\$ 4,412.93	-1,010.12	46929.08	5114.09	5077.74	47,002.55	5508.5	5151.21
Street Lights	1231535.63	\$ 126,968.35	452,483.96	\$ 86,125.55	-779,051.67	452,483.96	\$ 84,379.92	-779,051.67	452483.96	88895.37	-779051.67	453,908.51	91025.73	-777627.12
Recycle Depot (2016 Baseline)			16,735.10	\$ 2,571.94	14,389.49	17,245.02	\$ 2,285.51	14,899.41	17780.32	2382.76	15434.71	14691.38	2068.21	831.13
Tourist Info Building (2015 Baseline)			32,779.28	\$ 4,336.65	20,154.86	32,779.28	\$ 4,336.65	20,154.86	34514.75	3938.47	21890.33	n/a	n/a	n/a
Airport	137086.6	\$ 18,967.77	183,677.63	\$ 25,579.32	46,591.03	197,327.17	\$ 23,241.71	60,240.57	173759.4	20850.02	36672.80	152,488.63	19273.33	15402.03
Rainy Lake Square (2018 Baseline)			1,199.98	\$ 281.34	1,199.98	4,399.82	\$ 949.28	3,199.84	4079.81	913.39	2879.83	4,959.79	974.76	3759.81
Sunny Cove Camp Office*	11477.88	\$ 2,183.56	1,214.91	\$ 595.47	-10,262.98	1,235.86	\$ 576.31	-10,242.02	2256.361	776.27	-9221.52	77.94	352.69	-11399.94
Russell Hall*	7413	\$ 1,466.37	8,456.06	\$ 1,949.36	1,043.06	7,340.75	\$ 1,609.22	-72.25	7688.3118	1746.39	275.31	1,804.18	674.56	-5608.82
McGregor Hall*	2620	\$ 839.08	2,298.43	\$ 795.49	-321.57	2,267.87	\$ 752.83	-352.13	2068.0758	747.75	-551.92	217.52	376.38	-2402.48
Water Treatment Plant	813205.32	\$ 78,577.11	726,324.84	\$ 103,097.46	-86,880.48	720,294.12	\$ 98,195.47	-92,911.20	708232.68	103452.02	-104972.64	705,971.16	105153.69	-107234.16
Sewage Treatment Plant	1511377.58	\$ 143,636.77	1,448,503.56	\$ 192,660.01	-62,874.02	1,395,169.38	\$ 180,235.23	-116,208.20	1208782.44	165535.89	-302595.14	1,043,879.94	146918.70	-467497.64
Portage Avenue Storm Lift Station	8081.03	\$ 1,070.22	4,346.30	\$ 1,054.82	-3,734.73	6,062.07	\$ 1,151.27	-2,018.96	8539.78	1385.38	458.75	7,253.67	1252.50	-827.36
Central Ave Lift Station	147238.84	\$ 13,833.05	141,333.37	\$ 16,825.34	-5,905.47	130,254.44	\$ 12,941.19	-16,984.40	140720.68	14297.05	-6518.16	125,886.95	14108.74	-21351.89
5th Street Lift Station	44623.63	\$ 4,444.77	42,929.82	\$ 5,512.63	-1,693.81	28,741.92	\$ 3,304.15	-15,881.71	44620.46	4901.33	-3.17	37,361.86	4487.41	-7261.77
Minnie Avenue Lift Station	1698.56	\$ 564.47	1,590.48	\$ 761.57	-108.08	1,465.61	\$ 720.51	-232.95	1756	736.03	57.44	1,510.08	621.47	-188.48
White Pine Lift Station	29526.54	\$ 2,994.21	33,300.07	\$ 4,455.94	3,773.53	33,821.15	\$ 3,738.29	4,294.61	36802.98	4120.39	7276.44	31,242.36	3840.05	1715.82
Boundary Road Lift Station	5679.41	\$ 826.30	7,082.93	\$ 1,379.93	1,403.52	6,983.40	\$ 1,238.94	1,303.99	7391.49	1282.03	1712.08	7,148.04	1230.73	1468.63
Patin Avenue Lift Station	2406.48	\$ 586.89	2,399.07	\$ 854.35	-7.41	1,370.58	\$ 712.22	-1,035.90	1987.7	760.89	-418.78	1,380.55	604.99	-1025.93
TOTAL:	7953770.41	\$ 787,449.04	6,499,038.84	\$ 912,896.31	-1,469,701.60	6,568,384.89	\$ 870,068.09	-1,401,555.53	6,419,001.30	\$ 900,151.76	-1,550,939.12	5,419,834.31	\$ 791,010.31	-2,548,996.33

Spreadsheet #2 - Gas Summary

	Base Year				Difference From Base Year				Difference From Base Year				Difference From Base Year				Difference From Base Year	
Facility	2011 Consumption	Billing HDD	2017 Consumption	Billing HDD	Consumption	HDD	2018 Consumption	Billing HDD	Consumption	HDD	2019 Consumption	Billing HDD	Consumption	HDD	2020 Consumption	Billing HDD	Consumption	HDD
Museum	6470.454	6916.8	9586.063	5308	3115.609	-1608.8	11847.7	5940.5	5377.205	-976.3	6017	5029.2	-453.454	-1887.6	8038.0	5465.7	1567.55	-1451.1
Sister Kennedy	7505.28	6179.8	6164.457	5378.9	-1340.823	-800.9	5752.7	5923	-1752.531	-256.8	2639.9	5762.7	-4865.38	-417.1	2343.3	5465.7	-5161.98	-714.1
Sister Kennedy Shop	3020.719	5337.5	2223.468	5410.6	-797.251	73.1	2728.4	5913	-292.325	575.5	2949.85	3281.5	-70.869	-2056	2605.0	5465.7	-415.76	128.2
McIrvine Rink	4256.96	6351.4	3670.339	5338.6	-586.621	-1012.8	4374.1	5927.5	117.128	-423.9	4460.7	5719.5	203.74	-631.9	4549.8	5465.7	292.80	-885.7
Library	5889.056	6129.9	3051.63	5380.4	-2837.426	-749.5	2461.9	5913	-3427.1672	-216.9	5994.8	5578.5	105.744	-551.4	6462.1	5465.7	573.05	-664.2
East End Hall	5794.478	6102.4	3819.403	5241.1	-1975.075	-861.3	3513.4	5920.7	-2281.072	-181.7	4286.7	5761	-1507.778	-341.4	3394.0	5465.7	-2400.48	-636.7
Water Treatment Plant	79918.157	6102.4	91056.458	5274.3	11138.301	-828.1	89482.0	5887.5	9563.805	-214.9	72101.3	5761	-7816.857	-341.4	67180.0	5465.7	-12738.16	-636.7
Sewage Treatment Plant 2	7432.953	6229.1	4826.413	4732	-2606.54	-1497.1	3324.2	5929	-4108.709	-300.1	7113.1	6941.4	-319.853	712.3	8928.0	5465.7	1495.05	-763.4
Water Tower	21500.484	6953.4	25934.663	5268.3	4434.179	-1685.1	36572.2	6006.2	15071.76	-947.2	30619.2	5717.5	9118.716	-1235.9	13574.8	5465.7	-7925.70	-1487.7
Sewage Treatment Plant 1	36714.116	6229.1	49157.08	5346.1	12442.964	-883	39056.4	5319.2	2342.27	-909.9	41493.2	5717.5	4779.084	-511.6	44009.2	5465.7	7295.03	-763.4
Public Works	26975.055	6145.1	20312.658	5273.3	-6662.397	-871.8	23834.4	5879.2	-3140.644	-265.9	22073.5	5840.2	-4901.555	-304.9	19009.6	5465.7	-7965.43	-679.4
Daycare	4606.651	6992.3	14089.785	4548.5	9483.134	-2443.8	11180.0	6564.6	6573.378	-427.7	9886.5	5879.6	5279.849	-1112.7	0.0	0	-4606.65	-6992.3
Civic Centre	60047.804	6916.8	40230.302	5282.8	-19817.502	-1634	48419.9	5940.5	-11627.899	-976.3	51126.59	5764.4	-8921.214	-1152.4	55197.0	5465.7	-4850.80	-1451.1
Memorial Sports Centre1	132342.865	6962.5	131786.389	4665.2	-556.476	-2297.3	88107.9	6628.2	-44234.952	-334.3	160349.2	8227.8	28006.335	1265.3	137489.0	5465.7	5146.14	-1496.8
Memorial Sports Centre2	57494.116	6129.9	50116.798	5380.4	-7377.318	-749.5	37281.6	4334	-20212.517	-1795.9	48278.03	7320	-9216.086	1190.1	40187.0	5465.7	-17307.12	-664.2
TOTAL	459969.148	95678.4	456025.906	77828.5	-3943.242	-17849.9	407936.8778	88026.1	-52032.2702	-7652.3	469389.57	88301.8	9420.422	-7376.6	412966.69	76519.8	-47002.46	-19158.6

	Expected	2012		2013		2014		2015		2016		2017		2018		2019		2020		Average	kWh Total To Date	Revenue To Date
		kWh	Revenue	kWh	Revenue	kWh	Revenue	kWh	Revenue	kWh	Revenue	kWh	Revenue	kWh	Revenue	kWh	Revenue	kWh	Revenue			
January	3444	1667	\$ 1,336.54	1101	\$ 974.08	743	\$ 648.88	846	\$ 742.30	438	\$ 593.43	671	\$ 585.42	343	\$ 288.16	264	\$ 216.57	11	\$ 7.55	676.0	6084	\$ 5,377.83
February	4720	3400	\$ 2,726.68	2082	\$ 1,863.09	1185	\$ 1,049.52	2001	\$ 1,789.02	1756	\$ 1,562.70	2400	\$ 2,146.68	1606	\$ 1,432.77	0	\$ 22.68	135	\$ 97.13	1618.3	14565	\$ 12,644.91
March	6658	4916	\$ 4,431.46	3950	\$ 3,511.58	1535	\$ 1,742.81	5513	\$ 4,971.80	3787	\$ 3,407.62	5158	\$ 4,651.81	5335	\$ 4,806.46	1920	\$ 1,717.25	1746	\$ 1,560.53	3762.2	33860	\$ 30,801.32
April	6740	6550	\$ 5,912.29	5865	\$ 5,291.50	5625	\$ 5,073.32	6237	\$ 5,627.94	5196	\$ 4,688.81	3715	\$ 3,445.41	7003	\$ 6,115.43	4248	\$ 3,827.12	3506	\$ 3,159.82	5327.2	47945	\$ 43,141.64
May	7192	6319	\$ 5,702.94	6302	\$ 5,686.86	5527	\$ 4,984.49	5116	\$ 4,612.02	6482	\$ 5,849.98	3694	\$ 3,342.05	6342	\$ 5,724.83	4638	\$ 4,190.56	4232	\$ 3,977.16	5405.8	48652	\$ 44,070.89
June	7143	7667	\$ 6,924.57	7099	\$ 6,409.14	5444	\$ 4,909.28	4506	\$ 4,113.21	5650	\$ 5,095.98	3701	\$ 3,331.39	5000	\$ 4,608.64	5060	\$ 4,563.00	4197	\$ 3,786.04	5369.3	48324	\$ 43,641.25
July	7417	7620	\$ 6,881.98	6663	\$ 6,014.02	6844	\$ 6,178.04	5463	\$ 4,980.87	5201	\$ 4,689.05	4356	\$ 3,924.98	5281	\$ 4,763.28	5418	\$ 4,887.43	4908	\$ 4,426.88	5750.4	51754	\$ 46,746.53
August	6794	7585	\$ 6,850.25	7323	\$ 6,612.14	5883	\$ 5,307.13	5790	\$ 5,222.83	5673	\$ 5,116.80	3846	\$ 3,465.07	4608	\$ 4,153.36	5194	\$ 4,684.44	5803	\$ 5,063.84	5745.0	51705	\$ 46,475.86
September	5312	6306	\$ 5,691.15	6088	\$ 5,492.92	4941	\$ 4,453.44	5261	\$ 4,743.42	2849	\$ 2,557.54	3789	\$ 3,292.30	3574	\$ 3,216.29	2646	\$ 2,122.09	4556	\$ 4,114.87	4445.6	40010	\$ 35,684.02
October	4116	3281	\$ 2,965.12	3497	\$ 3,144.79	3877	\$ 3,489.18	4042	\$ 3,641.43	2662	\$ 2,388.06	3430	\$ 3,062.58	1842	\$ 1,682.90	2429	\$ 2,178.62	2465	\$ 6,562.56	3058.3	27525	\$ 29,115.24
November	2675	1677	\$ 1,496.08	1610	\$ 1,434.68	1707	\$ 1,522.58	2114	\$ 1,891.42	2144	\$ 1,900.87	676	\$ 589.95	5281	\$ 4,763.28	483	\$ 420.21	1875	\$ 1,700.05	1951.9	17567	\$ 15,719.12
December	2942	724	\$ 632.41	446	\$ 379.79	1185	\$ 742.30	1465	\$ 1,303.27	439	\$ 373.45	332	\$ 278.21	854	\$ 751.27	403	\$ 347.69	1053	\$ 943.41	766.8	6901	\$ 5,751.80
TOTAL:	65153	57712	\$51,551.47	52026	\$46,814.59	44496	\$40,100.97	48354	\$ 43,639.53	42277	\$38,224.29	35768	\$32,115.85	47069	\$42,206.67	32703	\$29,132.30	34487	\$35,384.74	43876.89	394892	\$ 359,170.41

kWh Generation Summary





Fort Frances Power Corporation Local Generation Developments & Customer Reliability Concerns

PREPARED FOR MARCH 8TH, 2021 NW IRRP
WORKING GROUP KICK-OFF MEETING

Local Generation Developments

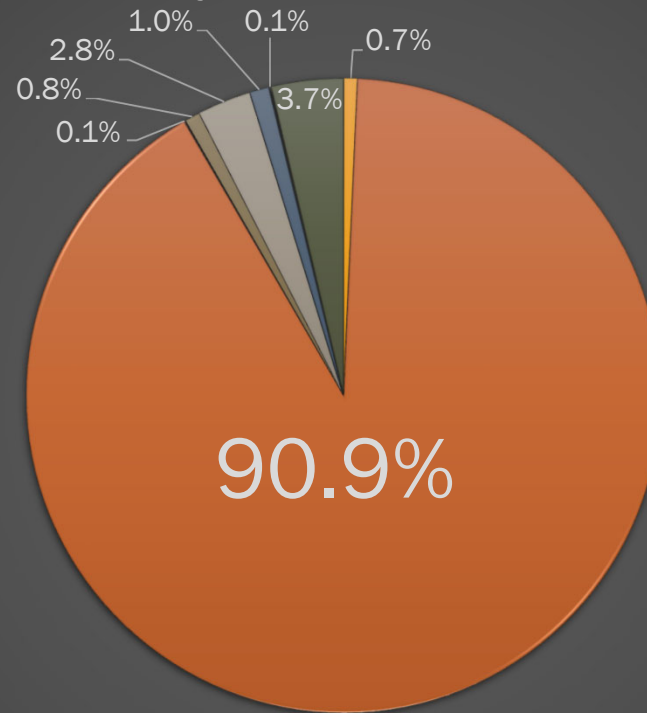
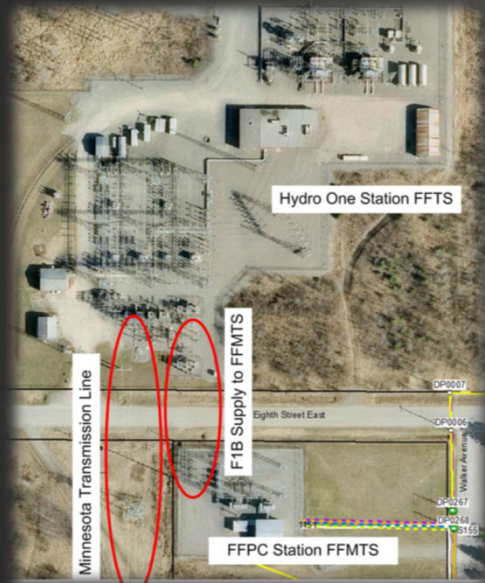
- Town of Fort Frances in partnership with FFPC and other community stakeholder are exploring repurposing the former Resolute Pulp and Paper Mill's Biomass Boiler and Cogeneration Plants.
- A \$400,000 feasibility study is currently in Phase 2 approval for funding from FedNor.
- Funding decision to be expected within next 2 months.
- Potential exists for up to 100 MW of Generation to come online.
 - 50 MW Biomass Powered
 - 50 MW Cogeneration (Natural Gas) Powered
- Main purpose of study is to prevent the demolition of these assets and to attract industrial partner.



Customer Reliability Concerns

- Town of Fort Frances experiencing annual/semi-annual “Loss of Supply” outages due to necessary planned removal of circuit F1B from service.
- Due to single transmission circuit supply design, removal of circuit F1B results in community wide power outage as there is no alternate supply (urban designs usually incorporate alternate supply – Dual Electricity Supply Network (DESN) design commonly used).
- Outage durations typically between 4 – 8 Hours.
- FFPC receiving increasing pressure from customers to eliminate extended outages.
 - Complaints from Regional Hospital that no surgeries can be conducted.
 - Complaints from local Clinics regarding fears of vaccines spoiling from loss of refrigeration.
 - Complaints from Hotels that guests cannot be accommodated (no hot shower, no lights, etc.)
 - Complaints from local Businesses due to forced business closures.
 - Complaints from customers ranging from concerns of sump pumps not running, to not children not having WIFI access.
- Customer surveys suggest that most customers can live with short outages (such as switching outages), but are upset when extended outages occur.

Town of Fort Frances 10 Year % Customer Interruption Hours by OEB Cause Code



OEB Cause Code	10 Year % Customer Interruption Hours by OEB Cause Code
0 - Unknown/Other	0.0%
1 - Scheduled Outage	0.7%
2 - Loss of Supply	90.9%
3 - Tree Contacts	0.1%
4 - Lightning	0.8%
5 - Defective Equipment	2.8%
6 - Adverse Weather	1.0%
7 - Adverse Environment	0.1%
8 - Human Element	0.0%
9 - Foreign Interference	3.7%
Total Customer Interruption Hours	100.0%

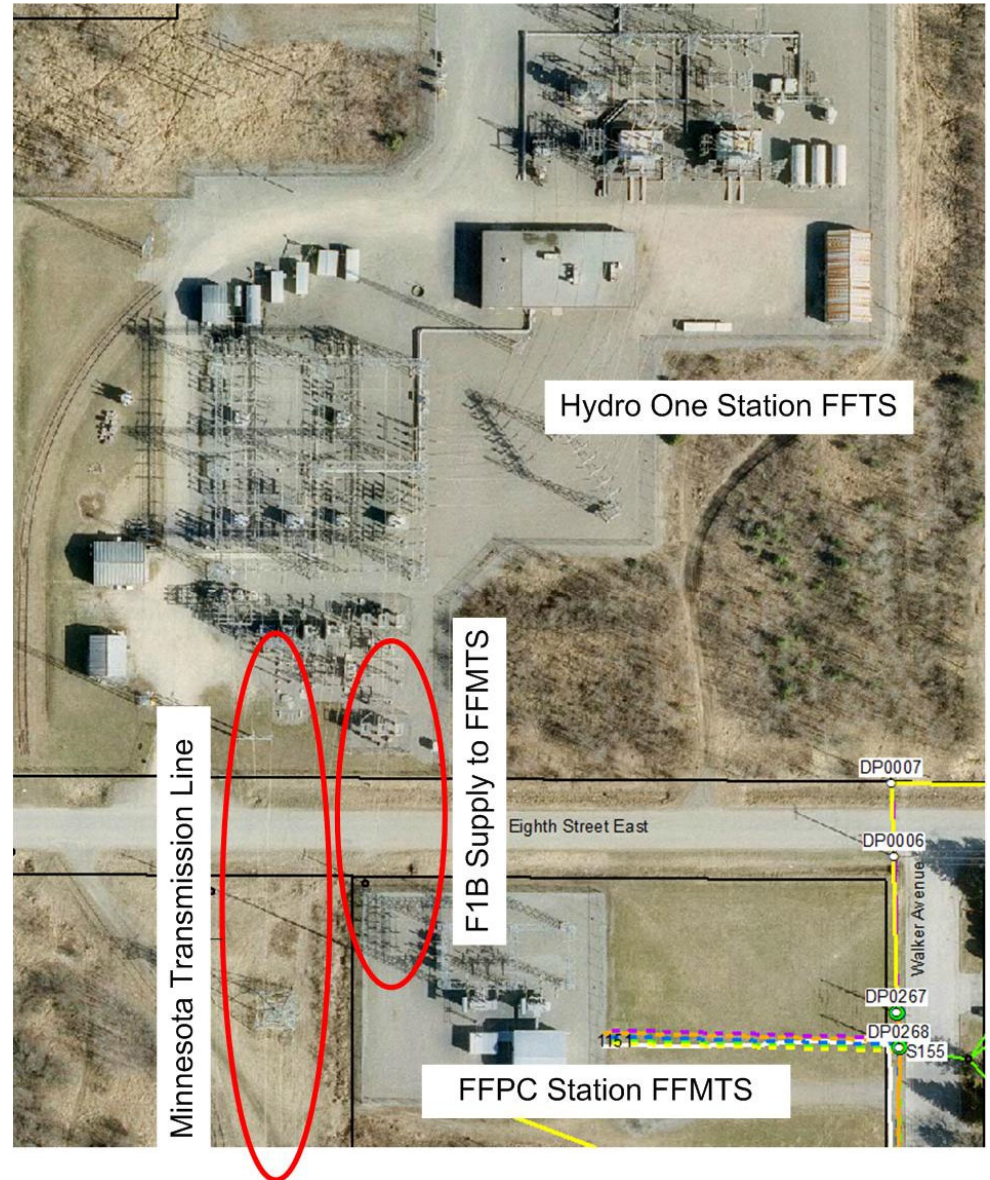
- 0 - Unknown/Other
- 1 - Scheduled Outage
- 2 - Loss of Supply
- 3 - Tree Contacts
- 4 - Lightning
- 5 - Defective Equipment
- 6 - Adverse Weather
- 7 - Adverse Environment
- 8 - Human Element
- 9 - Foreign Interference

Addressing Customer Concerns

- Planned Transmission Circuit Outages are currently not taken into consideration when assessing the performance and reliability of transmission circuits.
 - Recommend that Planned Transmission Circuit Outages be included in assessment of overall circuit reliability and performance.
 - In FFPC's experience, planned transmission circuit outages account for over 90% of all customer interruption hours incurred over the last 10 years.
 - Circuit performance reports currently do not recognize impact of planned outages.
 - Circuit is performing well in all other respects; however, customers are unhappy.
- Opportunities exist for relatively low-cost transmission infrastructure investments to significantly improve the reliability of supply to customers.
 - In the case of Fort Frances, due to the proximity of transformer stations, the construction of a single span of transmission circuit from HONI Station "FFTS" across the street to FFPC's station "FFMTS" could establish a Dual Electricity Supply Network (DESN) configuration.
 - DESN configuration would significantly reduce the probability of any future Loss of Supply type events and could reduce as much as 90% of all customer interruption hours experienced.

Opportunity for low-cost investment to achieve high reliability performance.

Due to proximity of stations, the construction of a single span of transmission circuit from FFTS to FFMTS could provide a “Dual Electricity Supply Network” configuration to serve the Town of Fort Frances, thereby significantly improving the reliability of supply availability to the community. Up to 90% of all customer interruption hours could be eliminated.



Questions?





SEPTEMBER 27, 2021

Northwest 2021 Integrated Regional Resource Plan (IRRP)

Engagement Webinar #2

Objectives of Today's Webinar

- To provide an update and seek feedback on:
 - The updated engagement plan
 - The electricity demand forecast including mining growth scenarios
 - Preliminary study results and areas of interest for further investigation
- To outline next steps

Seeking Input

As you listen today, please consider the following items to help guide your feedback after today's webinar:

- What additional information or considerations should be reflected in the forecast scenarios?
- What other local reliability concerns in addition to those presented today should be further investigated?
- Are the proposed activities in the Engagement Plan sufficient and suitable?

**Please submit your written comments by October 18
using the feedback form by email to engagement@ieso.ca**

Summary of IRRP Progress to Date

- Mining growth forecast scenarios have been compiled
- Technical study work continues; we will discuss preliminary results and high level areas of interest today
- Engagement plan updated to reflect stakeholder feedback from Webinar #1

Q3 2020	Q4 2020	Q1 2021	...	Q2 2022	Q3 2022
Needs Assessment	Scoping Assessment and Engagement	IRRP Study and Engagement		IRRP Published	



Engagement Plan

What we have heard so far

- Thank you for your feedback following Webinar #1 on May 20th
 - Stakeholders expressed interest for sub-regional targeted discussions, provided feedback on the electricity demand forecast, raised local customer reliability concerns, and asked questions on broader bulk system reliability and future supply
- A summary of feedback received and responses is posted on the [Northwest regional planning engagement webpage](#)

Updated Engagement Plan

- In response to stakeholder feedback, the Engagement Plan was updated to include targeted group discussions on the following topics:
 - Local customer reliability concerns
 - Emerging local initiatives in the Northwest region and their impact on planning electricity needs – i.e. electrification, community energy planning, local solutions, etc.
 - Reliability in the North of Dryden area

Targeted Discussion: Customer Reliability Concerns

- Thus far, the Working Group is aware of a number of local customer reliability concerns raised by stakeholders such as those impacting the traditional territory of Treaty #3, Greenstone area, and Fort Frances area
- The Working Group will investigate the cause of these concerns and have further discussions with impacted stakeholders in the targeted engagement group

Targeted Discussion: Emerging Local Initiatives

- This discussion group will provide a forum to discuss and share experiences on local initiatives such as community/municipal energy plans and climate change action plans, their impact on electricity system needs, and how the IRRP can best align with these plans
- This discussion may also cover emerging trends such as electrification and distributed energy resources as they pertain to electricity system planning

Targeted Discussion: North of Dryden Area

- The North of Dryden area (including Dryden and Pickle Lake subsystems discussed later in this webinar) is very active with significant topology changes and new mining developments since the last cycle of regional planning
- This discussion will focus on growth and emerging reliability needs in these areas

Targeted Discussion Group Dates

- November: Discussion Groups
 1. November 2: 1 to 2:30 pm - Customer reliability concerns
 2. November 18: 10 to 11:30 am – Emerging local initiatives
 3. November 29: 2 to 3:30 pm – Reliability in North of Dryden area



Electricity Demand Forecast

Demand Forecast Topics

- Recap the components of the IRRP forecast and where we left off in Webinar #1
- Main focus for today will be the mining growth forecast scenarios created with your input from Webinar #1

Recap: IRRP Forecast Components

- The IRRP uses a 20-year forecast with three components:



Distribution-connected

Based on local distribution company forecasts



Transmission-connected

Informed by outreach to existing customers directly connected to the IESO-controlled Grid (ICG)



Future Mining Projects*

Informed by data from government, industry publications, and engagement with individual proponents

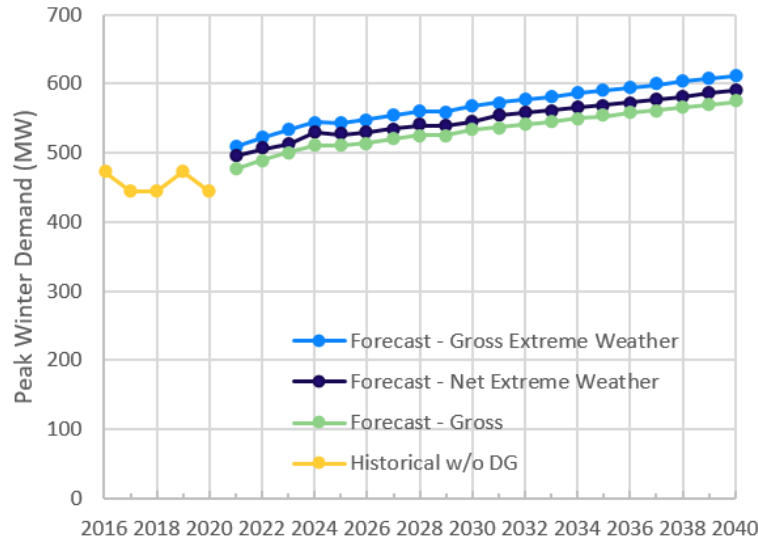
*Existing mining projects are reflected in the distribution- and transmission-connected forecasts.

Where we left off

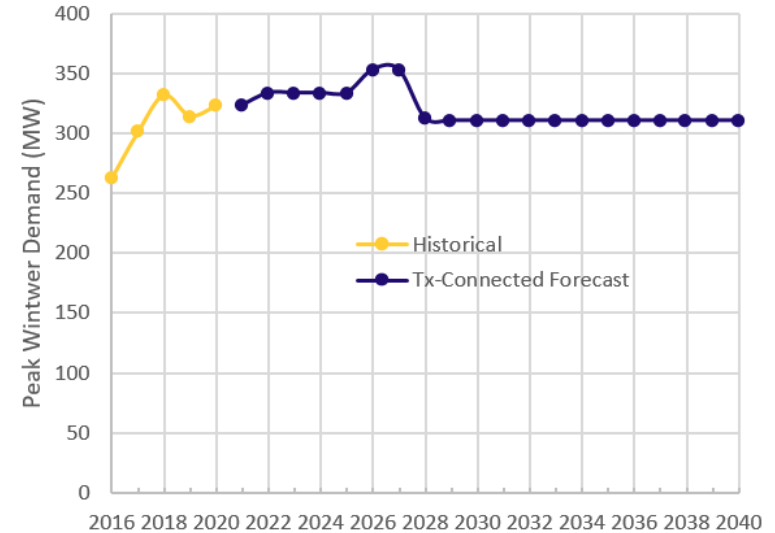
- Webinar #1 explained the methodology used to create each forecast component and how they will be used to inform reliability needs
- The transmission- and distribution-connected forecasts were presented at Webinar #1 and remain unchanged (shown on next slide)
- A list of mining projects was shared as an appendix in Webinar #1 for stakeholder feedback and the IESO committed to presenting mining growth scenarios at the next webinar (today)

Transmission- and Distribution-connected Forecasts

Distribution-connected Forecast



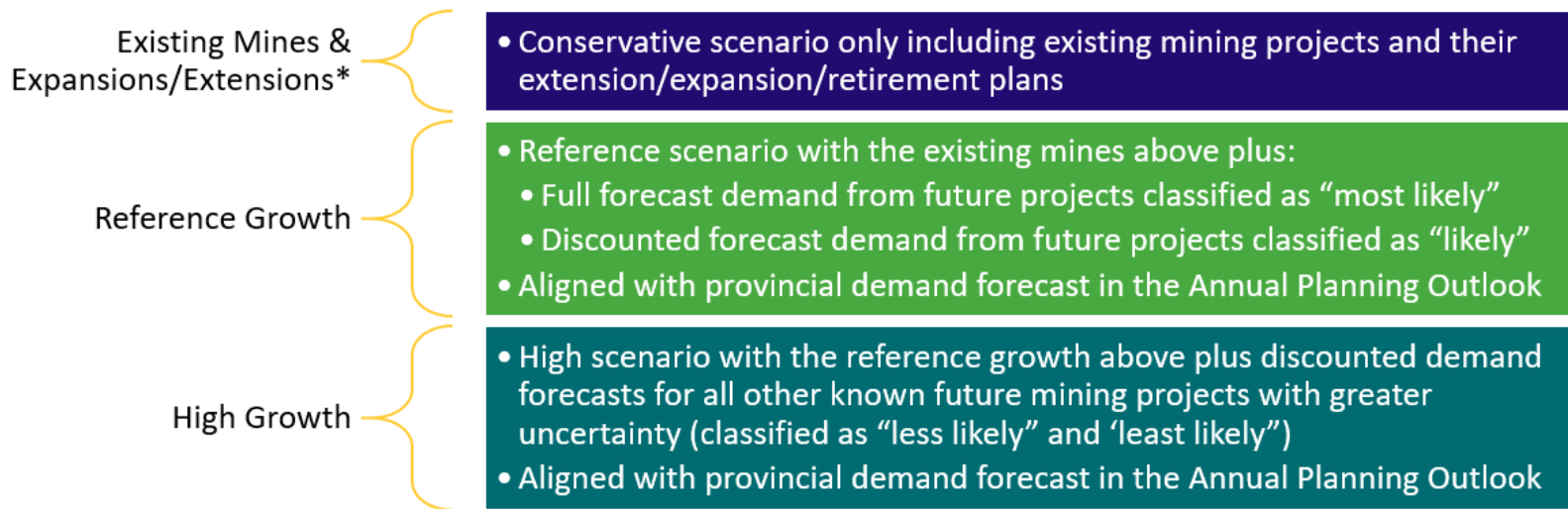
Transmission-connected Forecast



Mining Projects Forecast

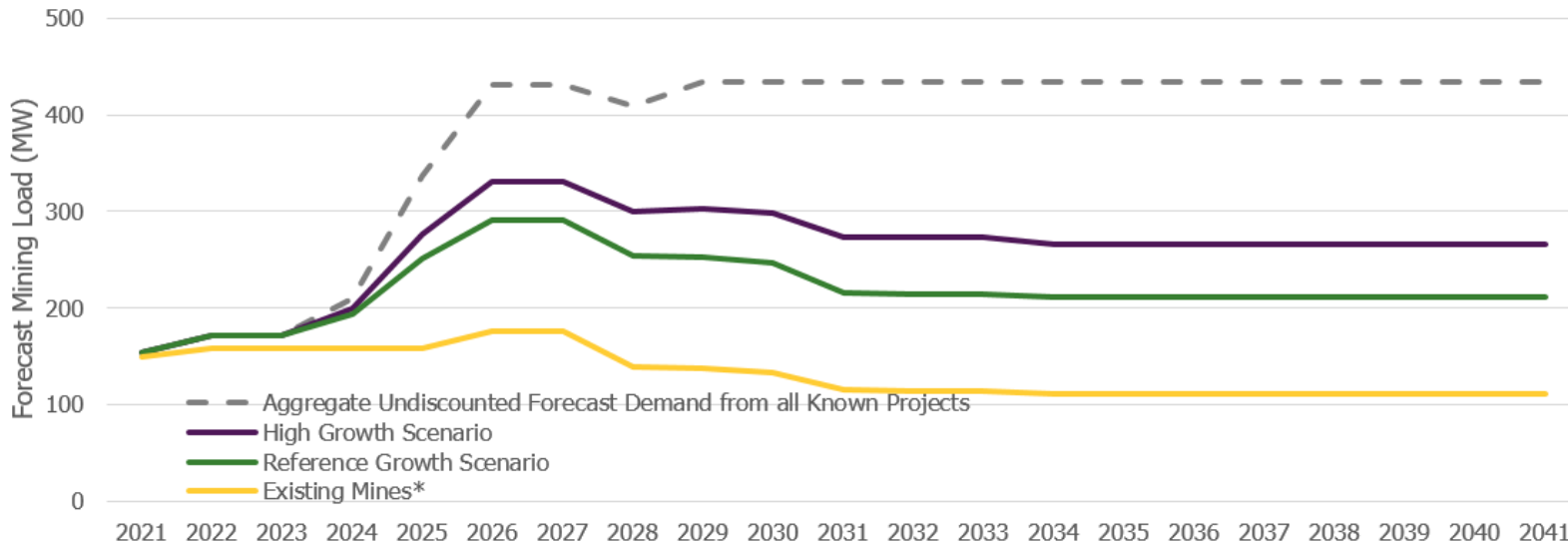
- Future mining projects connecting to the grid are expected to make up a significant portion of overall electricity demand growth in the region
- Based on your feedback from Webinar #1 as well as information from a variety of industry publications, utility companies, and government, three forecast scenarios were created to capture a range of possible growth over the forecast horizon
- These scenarios are based on individual mining project demand forecasts and the “likelihood” factor assigned to each project

Mining Projects Forecast - Scenarios



*This scenario overlaps with the distribution- and transmission-connected forecasts shown on slide 16.

Mining Projects Forecast Scenarios



*This scenario overlaps with the distribution- and transmission-connected forecasts shown on slide 16.

Mining Projects Forecast: FAQs (1/2)

What factors were considered to assess the likelihood of projects materializing?

- Considerations include:
 - Reliability of data sources
 - Development stage
 - Project timing
 - Permitting and other regulatory information

Why does the IRRP not use the aggregate undiscounted forecast demand from all projects as the high scenario?

- The list of all known projects includes those that are in early stages of exploration/development
- The high scenario is intended to reflect an optimistic growth outlook balanced with high development, financing, and commodity pricing risks

Mining Projects Forecast: FAQs (2/2)

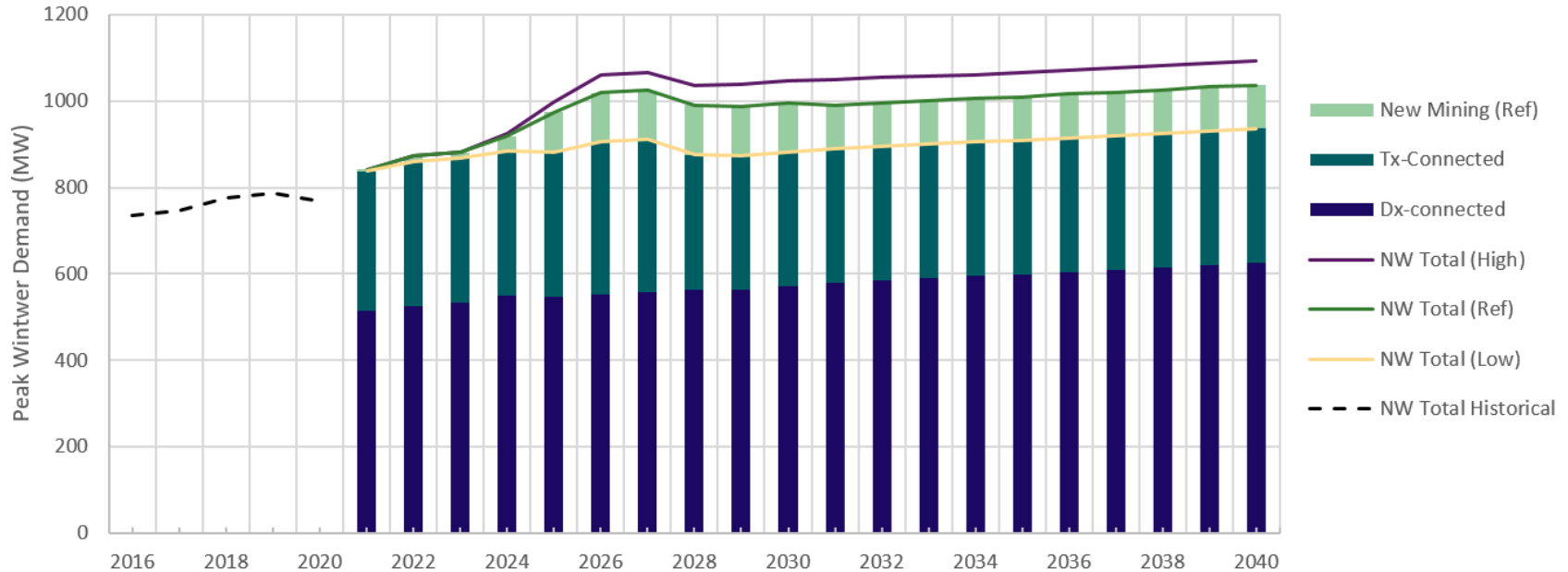
Why does the forecast decline after 2027?

- Most projects with known load forecasts plan to come in service by 2027
- After 2027, the initial demand from these projects begin to taper off as mines reach the end of their planned operating life
- The forecast scenarios do account for project extensions beyond their initial operating life but the greater uncertainty results in lower probability factors

How will these scenarios be used?

- The existing mines scenario will inform local reliability needs that must be addressed even if no new mines materialize
- The reference scenario informs needs that will likely arise and plans to address those needs if/when mines materialize
- The high scenario explores possible additional needs to help test the robustness of the plan

Total Northwest Demand Forecast



Additional Considerations: High Sensitivity

- In addition to the transmission/distribution forecast and mining scenarios discussed so far, the Working Group is also monitoring indications of higher growth that are uncertain/speculative at this time
- Examples include higher distribution system growth in the Thunder Bay and Kenora areas due to electric vehicle adoption and industrial growth inquiries in the Fort Frances area
- These indicators will be used as a high sensitivity to further test the robustness of the plan



Northwest Transmission System Geographic Overview

Feedback from Webinar #1

- Participants in Webinar #1 indicated that a general geographic overview of the Northwest transmission system would be helpful to better contextualize the information presented
- The following slides provides a high level overview to better visualize how the Northwest system is configured and where major load centres are located

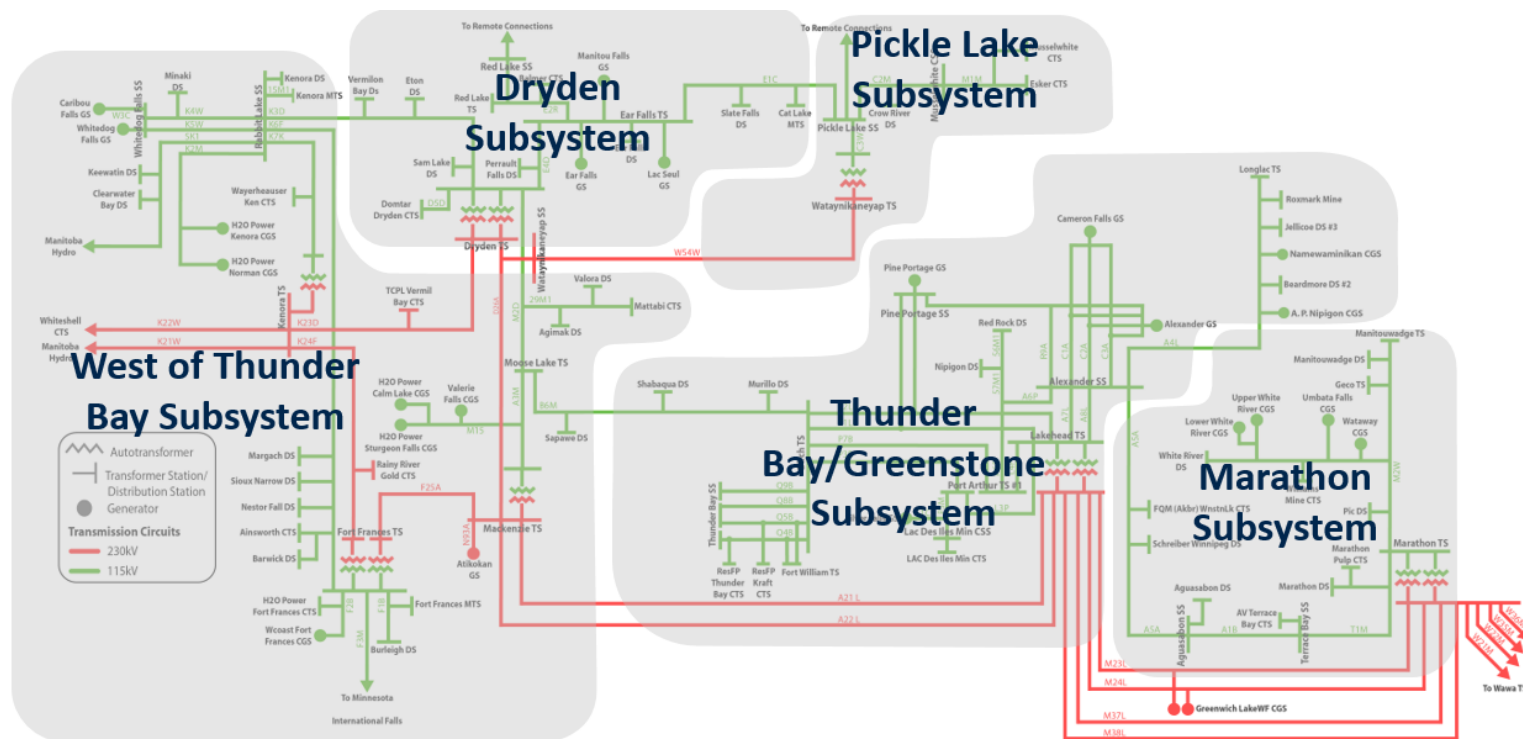
Page 100 of 330



Single Line Diagram: Notes

- The Northwest system is comprised of a 230 kV bulk transmission network and several interconnected 115 kV pockets supplying load and connecting local generation
- The single line diagram is a simplified representation of the electricity system and is roughly geographic but distances are not to scale
- The municipalities shown is not an exhaustive list; they are labeled only to provide geographic orientation

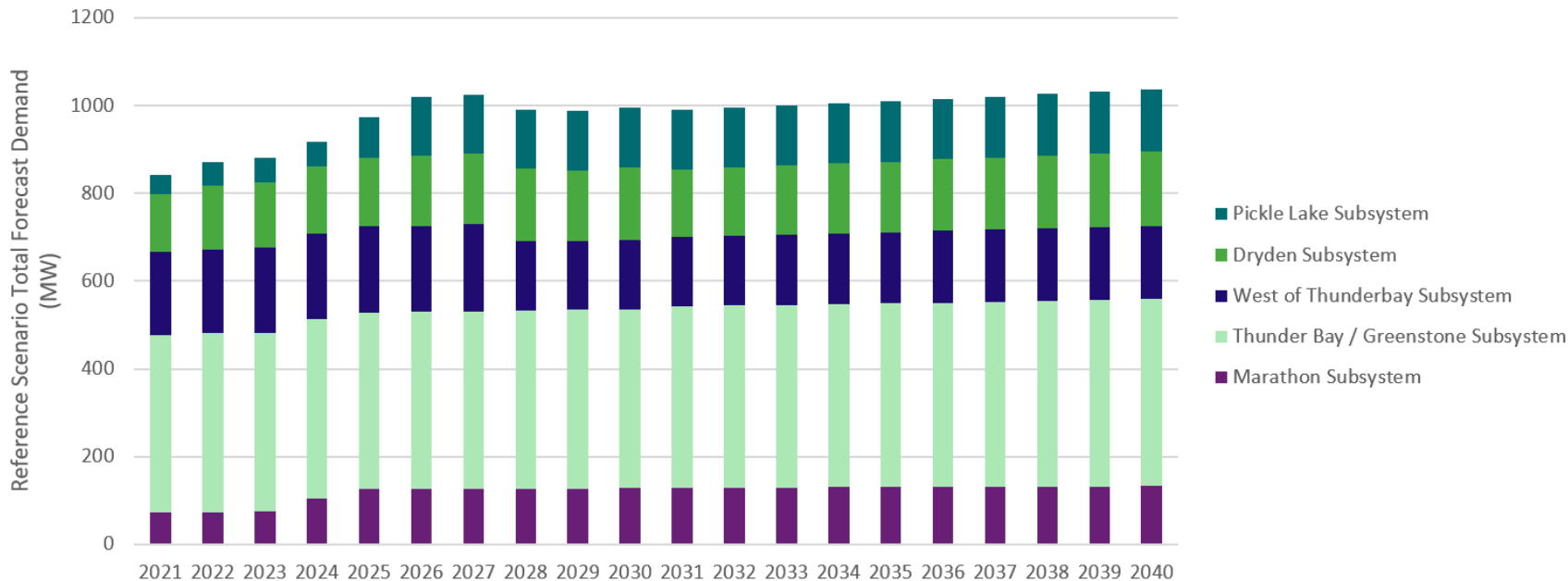
Subsystems



Subsystems: Notes

- Subsystems are a way of dividing up the network into roughly independent pockets to better communicate where demand growth is occurring and associated reliability needs
- Subsystems are subject to change as new information about forecast demand, system conditions, reliability needs, and system topology emerges
- The subsystems shown are named after geographic areas but they are electrically defined and do not follow geographic boundaries

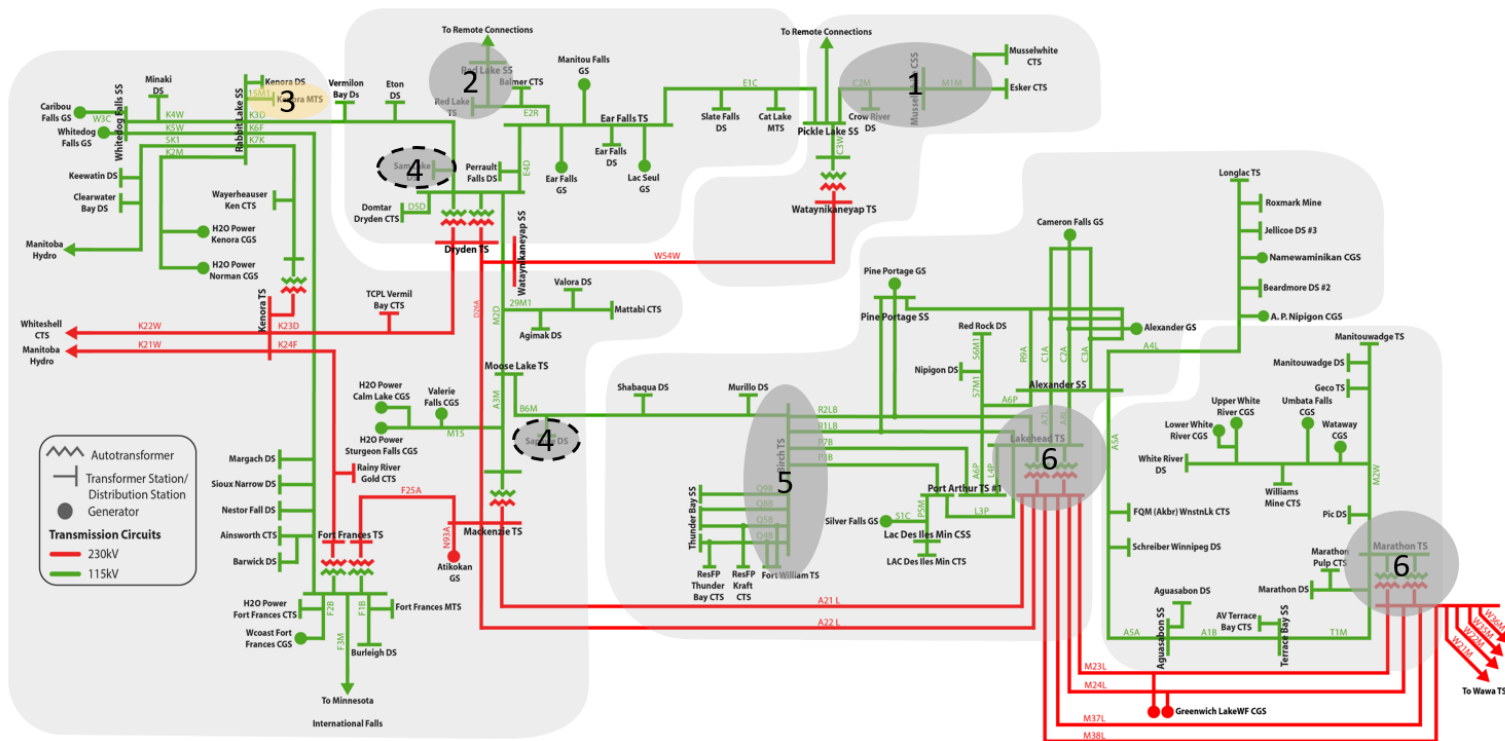
Reference Forecast Scenario: Breakdown by Subsystem



Technical Studies to Date & Areas of Interest

Technical Study Work to Date

- The demand forecast has changed since the 2020 Needs Assessment and new mining development information has been compiled
- Thus far, technical study work has centered around screening the region again both to verify needs documented in the Needs Assessment and to uncover any additional needs that may emerge due to the higher demand forecast
- The next few slides will go over some “areas of interest” uncovered so far that may have local reliability needs which will be further investigated in coming months



Preliminary Needs Identified

1. Pre-contingency thermal and voltage constraints east of Pickle Lake
2. Pre-contingency voltage constraints in the Red Lake area
3. Station capacity need at Kenora MTS
4. Station capacity needs at Sam Lake DS and Sapawe DS to be addressed through Local Planning
5. Post-contingency high voltage constraints in the Birch TS area
6. Post-contingency voltage collapse under outage conditions at Lakehead TS and Marathon TS

Upcoming Study Work

- Over the coming months, the Working Group will continue to study these areas of interest and refine the:
 - Limiting phenomenon
 - Need dates
 - Potential options

Next Steps

Upcoming Events

- October 18: Provide feedback on today's webinar
- November: Discussion Groups
 1. November 2: 1 to 2:30 pm - Customer reliability concerns
 2. November 18: 10 to 11:30 am – Emerging local initiatives
 3. November 29: 2 to 3:30 pm – Reliability in North of Dryden area
- Q1 2022: Engagement webinar to seek input on options to be considered to meet future needs

Feedback on...

- What additional information or considerations should be reflected in the forecast scenarios?
- What other local reliability concerns in addition to those presented today should be further investigated?
- Are the proposed activities in the Engagement Plan sufficient and suitable?

**Please submit your written comments by October 18
using the feedback form by email to engagement@ieso.ca**

Keeping in Touch

- **Subscribe** to receive updates for Northwest regional planning on the IESO website – www.ieso.ca/subscribe; select 'Northwest'
- **Follow** the Northwest regional planning activities on the dedicated [engagement webpage](#)
- **Join** the Northwest Regional Electricity Network on [IESO Connects](#) - a platform for ongoing engagement on electricity issues

Questions?

Do you have any questions for clarification on the material presented today?

Submit questions via the web portal on the webinar window, or by email to engagement@ieso.ca

Seeking Input on the Webinar

- Tell us about today
- Was the material clear? Did it cover what you expected?
- Was there enough opportunity to ask questions?
- Is there any way to improve these gatherings, e.g., speakers, presentations or technology?

Chat section is open for comments

Thank You

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engagement@ieso.ca



[@IESO Tweets](https://twitter.com/IESO)



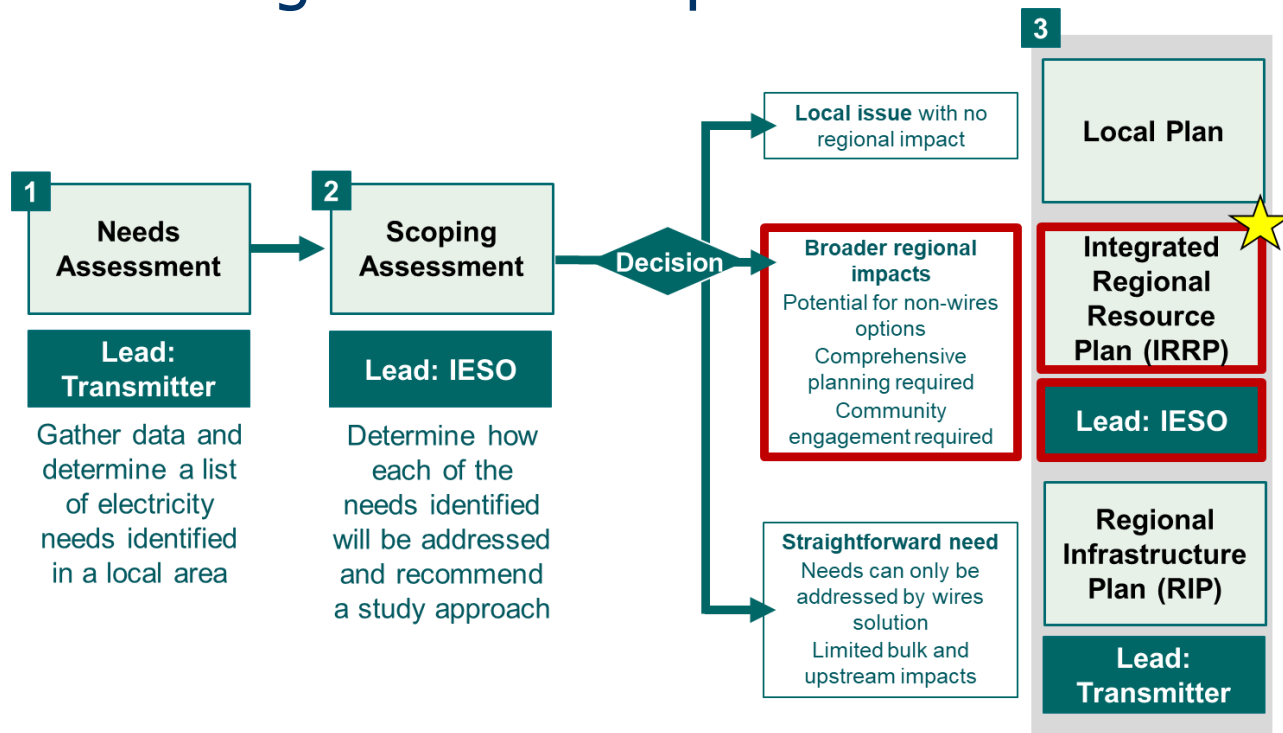
facebook.com/OntarioIESO



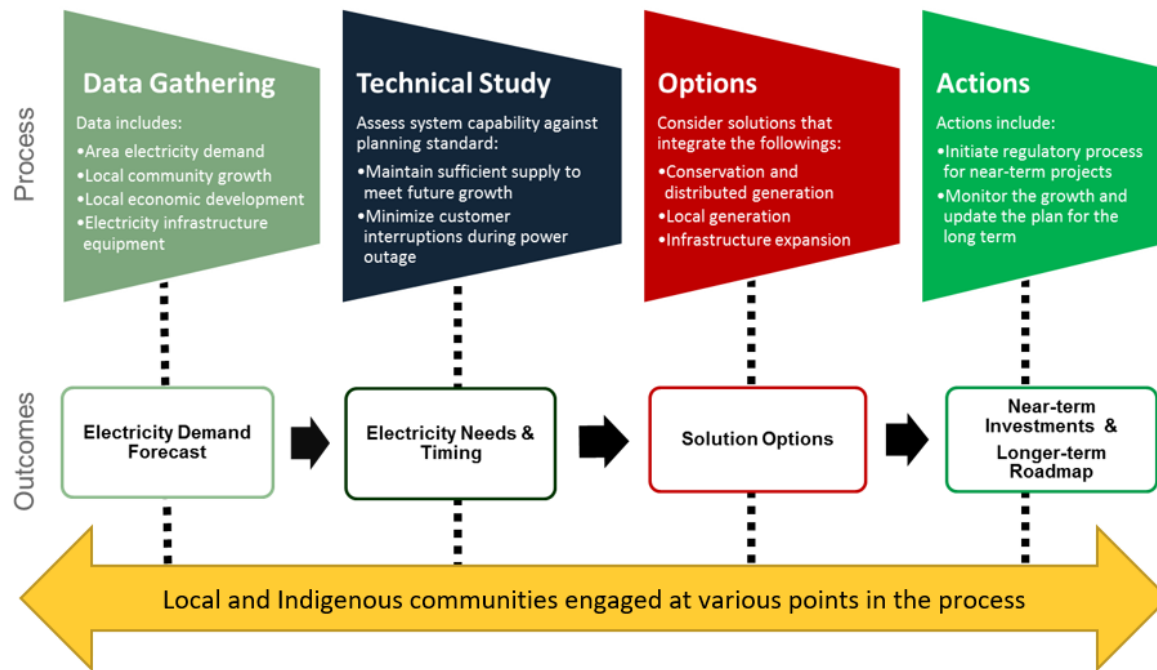
linkedin.com/company/IESO

Appendix: Regional Planning Process Background

Regional Planning Process Steps



IRRP Process Overview



IRRP Study Team (“Technical Working Group”)

Team Lead,
System Operator

- Independent Electricity System Operator

Lead Transmitter

- Hydro One Networks Inc. (Transmission)

Local
Distribution
Companies
(LDC)

- Hydro One Networks Inc. (Distribution)
- Atikokan Hydro Inc.
- Fort Frances Power Corporation
- Sioux Lookout Hydro Inc.
- Synergy North

To: Mayor & Council

From: Tyler Moffitt, Fire Chief/CEMC

Date: November 24, 2022

Subject: Amendment to 2022 Emergency Services User Fees & Charges

The following attached spreadsheet is an amendment to the 2022 User Fees and Charges for Emergency Services.

The previous wording in **SCHEDULE “B” 2.1 Emergency Services** for **2.1.5.5** and **2.1.5.6** had clerical errors in the document.

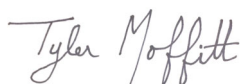
The wording in **SCHEDULE “B” 2.1 Emergency Services** for **2.1.5.5** and **2.1.5.6** needs to be amended as outlined in the highlighted columns below.

2.1.5.5	False Alarms (1st False Alarm in a calendar year)	N/C		N/C
2.1.5.6	Second False Alarm (Within the calendar year)	MTO Prescribed Rates per apparatus		MTO Prescribed Rates per apparatus

Recommendation

That Council approve the report as presented and bring forward the resolution to approve the amendments to 2022 user fees and charges for the Emergency Services.

Respectfully submitted,



Tyler Moffitt
Fire Chief/CEMC

Council approval of this report will agree to approve this report as presented and bring forward the resolution to approve amendments to the 2022 user fees and charges for the Emergency Services.

TOWN OF FORT FRANCES
2022 SCHEDULE OF FEES BY-LAW ___/21
SCHEDULE "B"

All Rates are effective January 1, 2022, unless otherwise noted.
HST is noted per line or per section as applicable.

	2021	Amounts with HST for calculation purpose	2022 DRAFT	Additional Revenue 2022	Notes
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2.1 Emergency Services

2.1.1 Administration

No HST	2.1.1.1	Copy of Fire Reports	75.60		78.65
	2.1.1.2	Letter of Compliance or Approval for Properties	75.60		78.65
	2.1.1.3	File Search, Written Report and Records on Properties	75.60		78.65
	2.1.1.4	Written Response to written request relating to outstanding orders under the Ontario Fire Code or any Act, Regulation or By-Law with which the Fire Service has Authority or Jurisdiction	75.60		78.65

2.1.2 Property Inspection Request - by Owner or Business Operator (Plus HST)

HST	2.1.2.1	Private Home Day Care Facilities (5 or less)	74.78	84.50	87.90
	2.1.2.2	Licensed Day Care Centres (more than 5)	98.05	110.80	115.25
	2.1.2.3	Special Care and Group Homes (3 or less)	74.78	84.50	87.90
	2.1.2.4	Special Care and Group Homes (more than 3)	98.05	110.80	115.25
	2.1.2.5	Inspections required by/for LCBO Licensing	133.72	151.10	157.15
	2.1.2.6	Lodging House	74.78	84.50	87.90
	2.1.2.7	Occupancy Load Calculation and Posting	98.05	110.80	115.25
	2.1.2.8	Private Nursing Homes	133.72	151.10	157.15
	2.1.2.9	Fire Inspections of Educational Institutions	N/C	N/C	N/C
	2.1.2.9.1	Base Inspection	133.72	151.10	157.15
	2.1.2.9.2	Each Classroom Additional	5.71	6.45	6.70
	2.1.2.9.3	Portable Classrooms	74.78	84.50	87.90
	2.1.2.10	Assembly Occupancies <60 persons	74.78	84.50	87.90
	2.1.2.11	Assembly Occupancies >61 persons	74.78	84.50	87.90
	2.1.2.12	Industrial/Commercial Single Tenant or Occupancy	133.72	151.10	157.15
	2.1.2.13	Residential/Commercial - Multi Occupancy Complex	133.72	151.10	157.15
	2.1.2.14	Residential/Apartment or Condominium Building	133.72	151.10	157.15
	2.1.2.15	Office/Commercial Retrofit Inspections	133.72	151.10	157.15
	2.1.2.16	Additional Inspection for incomplection or initial follow-up	133.72	151.10	157.15
	2.1.2.17	Inspection - All Properties	74.78	84.50	87.90

2.1.3 Special Occasions Inspections (Plus HST)

HST	2.1.3.1	Mandated Fire Code inspection (tents/marquee)	74.78	84.50	87.90
	2.1.3.2	Mandated Fire Code inspection (fireworks permits)	133.72	151.10	157.15
	2.1.3.3	Public Vendors - Commercial Establishments	74.78	84.50	87.90
	2.1.3.4	Public Vendors - Vendors from Outside Municipality	267.65	302.44	314.55
	2.1.3.5	Public Vendors - Service Clubs	N/C	N/C	N/C
	2.1.3.6	Misc. inspections not otherwise specified - per hour	74.78	84.50	87.90

SCHEDULE "B"

Amounts with HST

Additional Revenue

Notes

2.1.4 Other Service Fees/Charges

No HST	2.1.4.1	Burning Permits - Residential 7 day	14.00		14.60
	2.1.4.2	Burning Permits - Commercial/Industrial - each burn	129.70		134.90
	2.1.4.3	Open Air Burning Violations	As per Part 1 Provincial Offences Act: Set Fine		As per Part 1 Provincial Offences Act: Set Fine
	2.1.4.4	Extinguishing Fire where no permit obtained; out of control	MTO Prescribed Rates per apparatus plus 15% resident administration fee		MTO Prescribed Rates per apparatus plus 15% resident administration fee
	2.1.4.5	Standby requests other than emergency response (per vehicle) For fire protection during shows, exhibitions, etc.)	MTO Prescribed Rates per apparatus		MTO Prescribed Rates per apparatus
	2.1.4.6	Standby requests other than emergency response (per vehicle)	MTO Prescribed Rates per apparatus		MTO Prescribed Rates per apparatus
	2.1.4.7	Training Services - per hour	74.80	plus costs	77.80 plus costs
HST	2.1.4.8	Air Bottle Refills - other Fire Services	14.25	per bottle (Plus HST)	16.75 per bottle (Plus HST)
	2.1.4.9	Air Bottle Refills - Scuba, Private, Provincial, Industry	20.04	per bottle (Plus HST)	23.55 per bottle (Plus HST)
No HST	2.1.4.10	Fire Service Training Outside Municipal Boundaries	74.80	per hour plus costs	77.80 per hour plus costs
	2.1.4.11	Fire Service Fire Prevention Programs Outside Municipal Boundaries	74.80	per hour plus costs	77.80 per hour plus costs
	2.1.4.12	Fire Service Administration Outside Municipal Boundaries	74.80	per hour plus costs	77.80 per hour plus costs
HST	2.1.4.13	Fire Protection Outside Municipal Boundaries	As per Contract (Plus HST)		As per Contract (Plus HST)
No HST	2.1.4.14	Controlled Burns e.g. grass	Full cost recovery plus 15% resident administration fee		Full cost recovery plus 15% resident administration fee
	2.1.4.15	Boarding Up/Barricading Premises after Fire, costs per person, plus cost of public works (if used), plus cost of materials used plus 15% resident administration fee (if owner fails to comply within 24 hours the Fire Chief may authorize with all applicable costs.)	Full cost recovery plus 15% resident administration fee		Full cost recovery plus 15% resident administration fee
HST	2.1.4.16	Annual Fire Protection for Rusty Myers Flying Service/Nanicost Ltd.	12 hours @MTO Prescribed Rate (Plus HST)		12 hours @MTO Prescribed Rate (Plus HST)

2.1.5 Emergency Services Response Calls

HST	2.1.5.1	Fire Response to Structural Fires	MTO Prescribed Rates per apparatus per hour and personnel rates per hour plus any costs to Fort Frances Fire & Rescue Service or the Town of Fort Frances for each and every call.		MTO Prescribed Rates per apparatus per hour and personnel rates per hour plus any costs to Fort Frances Fire & Rescue Service or the Town of Fort Frances for each and every call.
NO HST	2.1.5.2	Emergency response to MVA on MTO Highways as per Province of Ontario rates plus any additional clean-up costs (Recovery through MTO)	MTO Prescribed Rates per apparatus		MTO Prescribed Rates per apparatus
NO HST	2.1.5.3	Auto Extrication Services within the Rainy River District	MTO Prescribed Rates per apparatus		MTO Prescribed Rates per apparatus
	2.1.5.4	Motorized Vehicle Fires	N/C		N/C
	2.1.5.5	False Alarms (1st False Alarm in a calendar year)	N/C		N/C
	2.1.5.6	Second False Alarm (Within the calendar year)	MTO Prescribed Rates per apparatus		MTO Prescribed Rates per apparatus
	2.1.5.7	For each Proceeding False Alarm (Within the calendar year)	MTO Prescribed Rates per apparatus		MTO Prescribed Rates per apparatus



DATE: December 8, 2021
 TO: Mayor and Council
 FROM: Municipal Clerk
 SUBJECT: Council direction Re: Invoices submission for Legal / Service from Integrity Commissioner

Issue

Council direction is required to process the payment for invoices submitted by the Integrity Commissioner

Facts

- The functions of an Integrity Commissioner (IC) are not limited to investigation of complaints but includes providing advice to members of Council relating to the Conflict of Interest Act and providing an education function so that proactive measures are taken to avoid issues and hopefully limit actual complaints
- The IC reports directly to Council in accordance with the Municipal Act
- Integrity Commissioner services is funded by the 2021 Operating Budget
- An amount of \$5000.00 was allotted for IC Services in 2021
- Per the provision of the Municipal Act section 223.3 (6) A municipality shall indemnify and save harmless the Commissioner or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under this Part or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority.
- As a result of budget deficiencies, staff will require the direction of Council for the approval to process the invoices submitted (as attached) by the Integrity Commissioner

Analysis

- The current budget for 2021 may only provide funds relating to advice and education from the IC however does not take in consideration the cost of an investigation
- It is difficult to estimate future services provided by the Integrity Commissioner Services particularly relating to investigation, that said staff will provide recommendations during budget deliberations for budget requirements / suggestions

RECOMMENDATION

THAT Council approves the payment of Invoices from the Integrity Commissioner number FF026 and FF027 for services in the amount of \$36,250.50
AND THAT Council further approves any outstanding remaining expenses and fees for the remainder of the year 2021 submitted by the Integrity Commissioner

December 13, 2021

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

RE: Memorial Sports Centre Canteen

On June 30, 2021 the contract for the canteen formally lapsed, and was not renewed. Our operator at the time had closed the canteen in March 2020 due to the Pandemic and never re-opened it due to the rules in place at the Memorial Sports Centre. The canteen was not budgeted for in 2021 due to the fact that the pandemic did not allow gathering in common areas and significantly decreased spectators at games/practices. These restrictions were not conducive to allowing a canteen operator, and there was no indication of when these restrictions would lift. On October 25, 2021 the provincial government announced changes to the re-opening plan. On that date Public Health was contacted to determine if we could once again allow people to congregate in our lobby area as well as allow 100% capacity in our arenas. Once confirmation was obtained we reached out to the previous operator to see if they would like to continue operating the canteen and a report was presented to CSEC on November 1, 2021, and Council on November 8, 2021 to approve the contract.

The previous operator had indicated it would be willing to operate the canteen until June 30, 2023. After contacting the previous operator on November 9, 2021 the day after Council approved the contract, The previous operator indicated they may not take the contract and would let us know the next day. On Wednesday November 10, 2021 the previous operator indicated they had contracted someone to operate the canteen and this person was coming to meet with me to discuss opening. I met with the individual and went through the kitchen, when asked when he expected the canteen to be running he indicated that he could have it going by Friday November 12, 2021. The weekend came and no one showed up or opened the canteen. Monday morning I went and looked in the kitchen and items had been dropped off, seemingly in preparation to open the canteen. A couple of more days passed and I reached out to the individual but only got voicemail. By Friday the following week having heard nothing I reached back out to the previous operator for more information. The previous operator only indicated they were having trouble reaching this person as well. By November 24th The previous operator indicated they were no longer going to be using the individual they planned but had a back up plan in place and would let me know more details as soon as they were available. On Wednesday December 1, 2021 I called back as I had heard nothing and they indicated they had secured an individual and staff to work the Canteen and they should be able to open by Friday December 3 with a limited menu. Friday rolled around and I did not see anyone so I reached out again and was told that the person who was to be running the canteen had been a close contact to someone with COVID and would be unavailable until tests came back. On December 8 at 2:30 an email was received from the previous operator formally declining the contract for the Canteen.

Administration is now reaching out to a number of organizations to try and find a group willing to operate the Canteen. There has so far been limited interest in the Canteen as staffing is a significant issue in the industry.

We have three options available to us to deal with this situation:

- 1) We can begin a new RFP process which would leave us without a canteen operator well into the new year.

- 2) We can contact known caterers/businesses/individuals about potentially operating the Canteen and choose the best option based on availability, start date, and service level. This operator would operate the canteen until June 30, 2022, we would then begin an RFP process to award a contract beginning July 1, 2022.
- 3) We can contact known caterers/businesses/individuals about potentially operating the Canteen and choose the best option based on availability, start date, and service level. This operator would operate the canteen until June 30, 2023, we would then begin an RFP process to award a contract beginning July 1, 2023.

Recommendation

The Recreation and Culture Manager recommends to Mayor & Council to allow administration to find an operator based on either option 2 or option 3. Having two options as potential solutions allows flexibility in finding an operator.

Respectfully Submitted,

Aaron Bisson
Manager of Recreation and Culture

Council approval of this report will agree to the recommendation of the Recreation and Culture Manager to find an operator for the canteen at the Memorial Sports Centre and enter into an agreement based on the criteria in option 2 or 3, whichever allows the greatest benefit to the public and facility.

December 13, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Approval of Minutes of Settlement between the Town of Fort Frances and Ontario

Attached you will find a report from Mr. Craig Miller, P.Eng, Environmental Superintendent outlining the appeal filed against the Province of Ontario Ministry of the Environment, Conservation and Parks relating to discharge water quality limits imposed on the Town's filter backwash water. The impetus for this appeal was the fact that the Town had not previously been notified that the Ministry would be applying the federal wastewater quality regulations to water treatment facilities, particularly relating to backwash water quality.

The Town has been working collaboratively with the province since this summer to come to an agreement surrounding these limits to allow the Town time to design, procure and construct a process to control our effluent water quality to match the standards being imposed. The province has agreed to remove the conditions from our Drinking Water license for its duration with the understanding that the limits will be reintroduced in the next issuance.

It is the recommendation of Administration that the attached Minutes of Settlement be approved by Council and further that an authorizing By-Law be prepared to authorize the Mayor and Clerk to sign the minutes of settlement on behalf of the organization.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of administration that the attached Minutes of Settlement be approved by Council and further that an authorizing By-Law be prepared to authorize the Mayor and Clerk to sign the minutes of settlement on behalf of the organization.

2021Dec13 MDWL Appeal Minutes of Settlement Cover Report.docx

December 9, 2021

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

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

SUBJECT: Municipal Drinking Water Licence Appeal to MECP

In early May 2021, the Town of Fort Frances was issued a new Municipal Drinking Water Licence (MDWL) by the Ministry of Environment, Conservation and Parks (MECP).

The MECP added a new condition to the licence in this new revision. This condition centred around Water Treatment Plant's media filter backwash water. The backwash water (which goes directly to Rainy River from the plant) was to have a Total Chlorine Residual (TCR) of less than 0.02 ppm.

The current design of our plant prevents us from controlling and minimizing the TCR in the backwash water. The media filters are backwashed using treated, chlorinated water.

Realizing that the Town was unable to meet the TCR condition in the MDWL, the Town launched an appeal of the MDWL through the Ontario Land Tribunal (OLT) and retained the law firm Gowling WLG to represent the Town.

Over the past several months, the Town and the MECP have negotiated a settlement with respect to the MDWL. The MECP will be issuing a revised MDWL with the TCR condition removed. The MECP has also agreed that there will be no enforcement of the TCR condition for the time period between the licence issued in May and the new licence being issued once this appeal has concluded.

The Town and MECP agree that the TCR condition will be added to the next MDWL, expected to be renewed / issued in May 2026. The Town has agreed that engineering, design and capital works will be undertaken in the upcoming years to change the process such that the Town will be able to control the TCR in the backwash water. This will have to be completed in advance of the next MDWL.

Having the TCR condition removed from the MDWL is beneficial to the Town because it gives us the time required to modify the process to allow us to meet the TCR condition that will be added to the MDWL in 2026. We are also hopeful that the Town will qualify for Provincial and/or Federal funding opportunities to offset

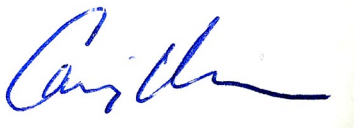
engineering and capital costs that will be incurred by the Town to complete these works.

Next steps in this for this appeal process are:

- Minutes of Settlement (MoS) signed by Town of Fort Frances
- Signed MoS presented to OLT
- MoS approved by OLT
- MECP will issue new MDWL
- Capital works to be included in 2022 budget for engineering and design works
- Source grant funding opportunities
- Capital works to be included in 2023, 2024 and/or 2025 for water treatment plant modifications
- New MDWL issued in 2026

It is my recommendation that the attached Minutes of Settlement between the Town of Fort Frances and Ministry of Environment, Conservation and Parks be presented to Mayor and Council for their review and approval, on behalf of the Town of Fort Frances.

Respectfully submitted,



Craig Miller, P.Eng.
Environmental Superintendent

Attachments:

Minutes of Settlement
Non-Enforcement Letter from MECP
MDWL Issue #4 Draft

PROCEEDING COMMENCED UNDER section 127(1) of the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, as amended (SDWA);

Appellant: The Corporation of the Town of Fort Frances
 Respondent: Ontario (Environment, Conservation and Parks)
 Subject of Appeal: Appeal of conditions on a municipal drinking water licence for the Town of Fort Frances drinking water system
 Reference No.: 224-101
 Upper Tier: Rainy River District
 OLT Case No.: 21-032
 OLT Case Name: Fort Frances (Town) v. Ontario (Environment, Conservation and Parks)

MINUTES OF SETTLEMENT

WHEREAS the Director, Ministry of the Environment, Conservation and Parks (the “Director”) issued Municipal Drinking Water Licence #224-101, Issue #3, dated May 11, 2021 (hereafter the “Licence”) to the Corporation of the Town of Fort Frances (hereafter the “Town”);

AND WHEREAS Schedule C, Table 3 of the Licence limits the annual average concentration of Total Chlorine Residual (TCR) of Media Filter Backwash Effluent to 0.02 milligrams per litre (the “TCR Limit”);

AND WHEREAS the Town appealed the License to the Ontario Land Tribunal (the “Tribunal”) on May 11, 2021; specifically, the TCR Limit;

AND WHEREAS the License expires in May 2026 at which time the Town will be required to apply for and obtain a renewed licence;

AND WHEREAS the Town requires time to make the physical alterations to the Fort Frances Drinking Water System necessary to comply with the TCR Limit;

NOW THEREFORE and WITHOUT PREJUDICE OR ADMISSION OF LIABILITY, the Town and the Director hereby agree to the following terms and conditions to settle the appeal, should the Tribunal accept this agreement:

1. The Tribunal will order the Director to amend the Licence by removing the TCR Limit;
2. Once the Tribunal has issued its order, the Director will issue a new license, the draft of which is attached to these minutes of settlement as Appendix A (the “**New Licence**”);
3. The Town commits to making every reasonable effort, including obtaining and or providing appropriate funding, to complete the physical alterations to the Fort Frances Drinking Water System necessary to comply with the TCR Limit prior to May 2026 when the Town will be required to apply for and obtain a licence renewal;
4. The Town acknowledges that the TCR Limit may be reinstated into a licence when the Town applies to renew the New Licence prior to its expiration. Whether this occurs will be entirely at the Director’s discretion. If the TCR Limit is reinstated the parties agree that the Town will not appeal the renewed licence solely on the ground that it imposes a TCR limit, and that the Town’s appeal rights will not otherwise be restricted;
5. Should the Town complete alterations to the Fort Frances Drinking Water System prior to May 2026, such that it is able to comply with the TCR Limit, the Town will inform the Director and agree that the TCR Limit may be immediately reinstated into the Licence without waiting for the May 2026 license renewal;

6. This Agreement does not in any way limit the authority of the Ministry of the Environment, Conservation and Parks (the MECP), the Minister of the MECP, MECP Directors or provincial officers to issue orders to the Town or any other person or entity in respect of the Licence or the New Licence including but not limited to orders related to issues covered by this Agreement, or orders in response to a breach of this Agreement by the Appellant, to address a change in facts or circumstances that may arise in the future; and
7. These Minutes may be executed in several counterparts by the solicitors acting on behalf of the Town and the Director and by original facsimile or electronic signature, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same agreement.

Dated:



Digitally signed by Aziz Ahmed
DN: cn=Aziz Ahmed, o=EPB,
ou=MWWPS,
email=azizahmed@ontario.ca,
c=CA
Date: 2021.12.06 16:30:15
-05'00'

Aziz Ahmed
Appointed Director, Section 44, SDWA
Manager, Municipal Water & Wastewater Permissions
Ministry of the Environment, Conservation and Parks

Dated:

Town of Fort Frances



**Ministry of the Environment,
Conservation and Parks**

Drinking Water and Environmental
Compliance Division, Northern Region
Thunder Bay District, Kenora Office
808 Robertson Street
Kenora, ON P9N 1X9
Tel.: 807 468-2718
Fax: 807 468-2735

**Ministère de l'Environnement, de la Protection de
la nature et des Parcs**

Division de la conformité en matière d'eau potable
et d'environnement, Direction régionale du Nord
District de Thunder Bay, Bureau de Kenora
808 rue Robertson
Kenora, ON P9N 1X9
Tel. : 807 468-2718
Téléc.: 807 468-2735

December 2, 2021

Sent by E-mail: cmiller@fortfrances.ca

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

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

RE: Fort Frances Appeal - Media Filter Backwash Total Chlorine Residual Effluent
Limit

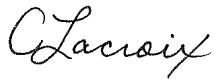
Dear Mr. Miller,

I am writing in respect of Municipal Drinking Water Licence #224-101, Issue #3, dated May 11, 2021 issued to the Town of Fort Frances. The Licence contained a condition limiting the annual average concentration of Total Chlorine Residual (TCR) of Media Filter Backwash Effluent to 0.02 milligrams per litre (the "TCR Limit"). I have been informed by the Director who issued the Licence that the Town filed an appeal of this condition to the Ontario Land Tribunal and that a settlement has been reached to resolve the appeal. The settlement involves the Director removing the TCR limit on the basis that the Town will make every reasonable effort, including obtaining and or providing appropriate funding, to complete the physical alterations to the Fort Frances Drinking Water System necessary to comply with the TCR Limit prior to May 2026 when the Town will be required to apply for and obtain a licence renewal.

Under these circumstances and if the Tribunal accepts settlement as proposed, when the Ministry conducts the next inspection of the Fort Frances Drinking Water system, the inspection will focus on the Licence condition as amended. The Ministry will not consider the Town of Fort Frances as being out of compliance during the time in which

the TCR limit was in effect, from May 11, 2021 until the amendment date. No enforcement action will be taken for this period of time with respect to the TCR limit given that the TCR limit was subsequently removed further to the settlement that was reached.

Regards,

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

Carolyn Lacroix
Water Inspector, Drinking Water and Environmental Compliance Division
Ministry of Environment, Conservation and Parks



MUNICIPAL DRINKING WATER LICENCE

Licence Number: 224-101

Issue Number: 4

Pursuant to the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, and the regulations made thereunder and subject to the limitations thereof, I hereby issue this municipal drinking water licence under Part V of the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32 to:

The Corporation of the Town of Fort Frances

**320 Portage Avenue
Fort Frances, ON
P9A 3P9**

For the following municipal residential drinking water system:

Fort Frances Drinking Water System

This municipal drinking water licence includes the following:

Schedule	Description
Schedule A	Drinking Water System Information
Schedule B	General Conditions
Schedule C	System-Specific Conditions
Schedule D	Conditions for Relief from Regulatory Requirements
Schedule E	Pathogen Log Removal/Inactivation Credits

Upon the effective date of this drinking water licence #224-101, all previously issued versions of licence #224-101 are revoked and replaced by this licence.

DATED at TORONTO this {day} day of {month}, 2021

Signature

Aziz Ahmed, P.Eng.
Director
Part V, *Safe Drinking Water Act*, 2002

Schedule A: Drinking Water System Information

System Owner	The Corporation of the Town of Fort Frances
Licence Number	224-101
Drinking Water System Name	Fort Frances Drinking Water System
Licence Effective Date	{day, month, year}

1.0 Licence Information

Licence Issue Date	{day, month, year}
Licence Effective Date	{day, month, year}
Licence Expiry Date	May 11, 2026
Application for Licence Renewal Date	November 10, 2025

2.0 Incorporated Documents

The following documents are applicable to the above drinking water system and form part of this licence:

2.1 Drinking Water Works Permit

Drinking Water System Name	Permit Number	Issue Date
Fort Frances Drinking Water System	224-201	May 11, 2021

2.2 Permits to Take Water

Water Taking Location	Permit Number	Issue Date
Rainy River	3528-AE6PEM	September 27, 2016

2.1 Other Documents

Document Title	Version Number	Version Date
Not Applicable	Not Applicable	Not Applicable

3.0 Financial Plans

The Financial Plan Number for the Financial Plan required to be developed for this drinking water system in accordance with O. Reg. 453/07 shall be:	224-301
Alternately, if one Financial Plan is developed for all drinking water systems owned by the owner, the Financial Plan Number shall be:	224-301A

4.0 Accredited Operating Authority

Drinking Water System or Operational Subsystems	Accredited Operating Authority	Operational Plan No.	Operating Authority No.
Fort Frances Drinking Water System	The Corporation of the Town of Fort Frances	224-401	224-OA1

Schedule B: General Conditions

System Owner	The Corporation of the Town of Fort Frances
Licence Number	224-101
Drinking Water System Name	Fort Frances Drinking Water System
Licence Effective Date	{day, month, year}

1.0 Definitions

1.1 Words and phrases not defined in this licence and the associated drinking water works permit shall be given the same meaning as those set out in the SDWA and any regulations made in accordance with that act, unless the context requires otherwise.

1.2 In this licence and the associated drinking water works permit:

“adverse effect”, “contaminant” and “natural environment” shall have the same meanings as in the EPA;

“alteration” may include the following in respect of this drinking water system:

- (a) An addition to the system,
- (b) A modification of the system,
- (c) A replacement of part of the system, and
- (d) An extension of the system;

“compound of concern” means a contaminant described in paragraph 4 subsection 26 (1) of O. Reg. 419/05, namely, a contaminant that is discharged to the air from a component of the drinking water system in an amount that is not negligible;

“CT” means the CT Disinfection Concept, as described in subsection 3.1.1 of the Ministry’s Procedure for Disinfection of Drinking Water in Ontario, dated July 29 2016.

“Director” means a Director appointed pursuant to section 6 of the SDWA for the purposes of Part V of the SDWA;

“drinking water works permit” means the drinking water works permit for the drinking water system, as identified in Schedule A of this licence and as amended from time to time;

“emission summary table” means a table described in paragraph 14 of subsection 26 (1) of O. Reg. 419/05;

“EPA” means the *Environmental Protection Act*, R.S.O. 1990, c. E.19;

“financial plan” means the financial plan required by O. Reg. 453/07;

“Harmful Algal Bloom (HAB)” means an overgrowth of aquatic algal bacteria that produce or have the potential to produce toxins in the surrounding water, when the algal

cells are damaged or die. Such bacteria are harmful to people and animals and include microcystins produced by cyanobacterial blooms.

“licence” means this municipal drinking water licence for the municipal drinking water system identified in Schedule A of this licence;

“licensed engineering practitioner” means a person who holds a licence, limited licence or temporary licence under the Professional Engineers Act;

“Ministry” means the Ontario Ministry of the Environment, Conservation and Parks;

“operational plan” means an operational plan developed in accordance with the Director’s Directions – Minimum Requirements for Operational Plans made under the authority of subsection 15(1) of the SDWA;

“owner” means the owner of the drinking water system as identified in Schedule A of this licence;

“OWRA” means the *Ontario Water Resources Act*, R.S.O. 1990, c. 0.40;

“permit to take water” means the permit to take water that is associated with the taking of water for purposes of the operation of the drinking water system, as identified in Schedule A of this licence and as amended from time to time;

“point of impingement” has the same meaning as in section 2 of O. Reg. 419/05 under the EPA;

“point of impingement limit” means the appropriate standard from Schedule 2 or 3 of O. Reg. 419/05 under the EPA and if a standard is not provided for a compound of concern, the concentration set out for the compound of concern in the document titled “Air Contaminants Benchmarks (ACB) List: Standards, guidelines and screening levels for assessing point of impingement concentrations of air contaminants”, as amended from time to time and published by the Ministry and available on a government of Ontario website;

“provincial officer” means a provincial officer designated pursuant to section 8 of the SDWA;

“publication NPC-300” means the Ministry publication titled “Environmental Noise Guideline: Stationary and Transportation Sources – Approval and Planning” dated August 2013, as amended;

“SCADA system” means a supervisory control and data acquisition system used for process monitoring, automation, recording and/or reporting within the drinking water system;

“SDWA” means the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32;

“sensitive receptor” means any location where routine or normal activities occurring at reasonably expected times would experience adverse effect(s) from a discharge to air from an emergency generator that is a component of the drinking water system, including one or a combination of:

- (a) private residences or public facilities where people sleep (e.g.: single and multi-unit dwellings, nursing homes, hospitals, trailer parks, camping grounds, etc.),
- (b) institutional facilities (e.g.: schools, churches, community centres, day care centres, recreational centres, etc.),
- (c) outdoor public recreational areas (e.g.: trailer parks, play grounds, picnic areas, etc.), and
- (d) other outdoor public areas where there are continuous human activities (e.g.: commercial plazas and office buildings).

“sub-system” has the same meaning as in Ontario Regulation 128/04 (Certification of Drinking Water System Operators and Water Quality Analysts) under the SDWA;

“surface water” means water bodies (lakes, wetlands, ponds - including dug-outs), water courses (rivers, streams, water-filled drainage ditches), infiltration trenches, and areas of seasonal wetlands;

“UV” means ultraviolet, as in ultraviolet light produced from an ultraviolet reactor.

2.0 Applicability

- 2.1 In addition to any other applicable legal requirements, the drinking water system identified above shall be established, altered and operated in accordance with the conditions of the drinking water works permit and this licence.

3.0 Licence Expiry

- 3.1 This licence expires on the date identified as the licence expiry date in Schedule A of this licence.

4.0 Licence Renewal

- 4.1 Any application to renew this licence shall be made on or before the date identified as the application for licence renewal date set out in Schedule A of this licence.

5.0 Compliance

- 5.1 The owner and operating authority shall ensure that any person authorized to carry out work on or to operate any aspect of the drinking water system has been informed of the SDWA, all applicable regulations made in accordance with that act, the drinking water works permit and this licence and shall take all reasonable measures to ensure any such person complies with the same.

6.0 Licence and Drinking Water Works Permit Availability

- 6.1 At least one copy of this licence and the drinking water works permit shall be stored in such a manner that they are readily viewable by all persons involved in the operation of the drinking water system.

7.0 Permit to Take Water and Drinking Water Works Permit

- 7.1 A permit to take water identified in Schedule A of this licence is the applicable permit on the date identified as the Effective Date of this licence.
- 7.2 A drinking water works permit identified in Schedule A of this licence is the applicable permit on the date identified as the Effective Date of this licence.

8.0 Financial Plan

- 8.1 For every financial plan prepared in accordance with subsections 2(1) and 3(1) of O. Reg. 453/07, the owner of the drinking water system shall:
- 8.1.1 Ensure that the financial plan contains on the front page of the financial plan, the appropriate financial plan number as set out in Schedule A of this licence; and
- 8.1.2 Submit a copy of the financial plan to the Ministry of Municipal Affairs and Housing within three (3) months of receiving approval by a resolution of municipal council or the governing body of the owner.

9.0 Interpretation

- 9.1 Where there is a conflict between the provisions of this licence and any other document, the following hierarchy shall be used to determine the provision that takes precedence:
- 9.1.1 The SDWA;
- 9.1.2 A condition imposed in this licence that explicitly overrides a prescribed regulatory requirement;
- 9.1.3 A condition imposed in the drinking water works permit that explicitly overrides a prescribed regulatory requirement;
- 9.1.4 Any regulation made under the SDWA;
- 9.1.5 Any provision of this licence that does not explicitly override a prescribed regulatory requirement;
- 9.1.6 Any provision of the drinking water works permit that does not explicitly override a prescribed regulatory requirement;
- 9.1.7 Any application documents listed in this licence, or the drinking water works permit from the most recent to the earliest; and

224-101

Schedule B

{day, month, year}

- 9.1.8 All other documents listed in this licence, or the drinking water works permit from the most recent to the earliest.
- 9.1.9 Any other technical bulletin or procedure issued by the Ministry from the most recent to the earliest.
- 9.2** If any requirement of this licence or the drinking water works permit is found to be invalid by a court of competent jurisdiction, the remaining requirements of this licence and the drinking water works permit shall continue to apply.
- 9.3** The issuance of and compliance with the conditions of this licence and the drinking water works permit does not:
 - 9.3.1 Relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement, including the *Environmental Assessment Act*, R.S.O. 1990, c. E.18; and
 - 9.3.2 Limit in any way the authority of the appointed Directors and provincial officers of the Ministry to require certain steps be taken or to require the owner to furnish any further information related to compliance with the conditions of this licence or the drinking water works permit.
- 9.4** For greater certainty, nothing in this licence or the drinking water works permit shall be read to provide relief from regulatory requirements in accordance with section 46 of the SDWA, except as expressly provided in the licence or the drinking water works permit.

10.0 Adverse Effects

- 10.1** Nothing in this licence or the drinking water works permit shall be read as to permit:
 - 10.1.1 The discharge of a contaminant into the natural environment that causes or is likely to cause an adverse effect; or
 - 10.1.2 The discharge of any material of any kind into or in any waters or on any shore or bank thereof or into or in any place that may impair the quality of the water of any waters.
- 10.2** All reasonable steps shall be taken to minimize and ameliorate any adverse effect on the natural environment or impairment of the quality of water of any waters resulting from the operation of the drinking water system including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.
- 10.3** Fulfillment of one or more conditions imposed by this licence or the drinking water works permit does not eliminate the requirement to fulfill any other condition of this licence or the drinking water works permit.

11.0 Change of Owner or Operating Authority

- 11.1 This licence is not transferable without the prior written consent of the Director.
- 11.2 The owner shall notify the Director in writing at least 30 days prior to a change of any operating authority identified in Schedule A of this licence.
 - 11.2.1 Where the change of operating authority is the result of an emergency situation, the owner shall notify the Director in writing of the change as soon as practicable.

12.0 Information to be Provided

- 12.1 Any information requested by a Director or a provincial officer concerning the drinking water system and its operation, including but not limited to any records required to be kept by this licence or the drinking water works permit, shall be provided upon request.

13.0 Records Retention

- 13.1 Except as otherwise required in this licence or the drinking water works permit, any records required by or created in accordance with this licence or the drinking water works permit, other than the records specifically referenced in section 12 or section 13 of O. Reg. 170/03, shall be retained for at least 5 years and made available for inspection by a provincial officer, upon request.

14.0 Chemicals and Materials

- 14.1 All chemicals and materials used in the alteration or operation of the drinking water system that come into contact with water within the system shall meet all applicable standards set by both the American Water Works Association ("AWWA") and the American National Standards Institute ("ANSI") safety criteria standards NSF/60, NSF/61 and NSF/372.
 - 14.1.1 In the event that the standards are updated, the owner may request authorization from the Director to use any on hand chemicals and materials that previously met the applicable standards.
- 14.2 The most current chemical and material product registration documentation from a testing institution accredited by either the Standards Council of Canada or by the American National Standards Institution ("ANSI") shall be available at all times for each chemical and material used in the operation of the drinking water system that comes into contact with water within the system.
- 14.3 Conditions 14.1 and 14.2 do not apply in the case of the following:
 - 14.3.1 Water pipe and pipe fittings meeting AWWA specifications made from ductile iron, cast iron, PVC, fibre and/or steel wire reinforced cement pipe or high density polyethylene (HDPE);
 - 14.3.2 Articles made from stainless steel, glass, HDPE or Teflon®;

- 14.3.3 Cement mortar for watermain lining and for water contacting surfaces of concrete structures made from washed aggregates and Portland cement;
- 14.3.4 Gaskets that are made from NSF approved materials;
- 14.3.5 Food grade oils and lubricants, food grade anti-freeze, and other food grade chemicals and materials that are compatible for drinking water use that may come into contact with drinking water, but are not added directly to the drinking water; or
- 14.3.6 Any particular chemical or material where the owner has written documentation signed by the Director that indicates that the Ministry is satisfied that the chemical or material is acceptable for use within the drinking water system and the chemical or material is only used as permitted by the documentation.

15.0 Drawings

- 15.1 All drawings and diagrams in the possession of the owner that show any treatment subsystem as constructed shall be retained by the owner unless the drawings and diagrams are replaced by a revised or updated version showing the subsystem as constructed subsequent to the alteration.
- 15.2 Any alteration to any treatment subsystem shall be incorporated into process flow diagrams, process and instrumentation diagrams, and record drawings and diagrams within one year of the alteration being completed or placed into service.
- 15.3 Process flow diagrams and process and instrumentation diagrams for any treatment subsystem shall be kept in a place, or made available in such a manner, that they may be readily viewed by all persons responsible for all or part of the operation of the drinking water system.

16.0 Operations and Maintenance Manual

- 16.1 An up-to-date operations and maintenance manual or manuals shall be maintained and applicable parts of the manual or manuals shall be made available for reference to all persons responsible for all or part of the operation or maintenance of the drinking water system.
- 16.2 The operations and maintenance manual or manuals, shall include at a minimum:
 - 16.2.1 The requirements of this licence and associated procedures;
 - 16.2.2 The requirements of the drinking water works permit for the drinking water system;
 - 16.2.3 A description of the processes used to achieve primary and secondary disinfection within the drinking water system including where applicable:
 - a) A copy of the CT calculations that were used as the basis for primary disinfection under worst case operating conditions and other operating conditions, if applicable; and

- b) The validated operating conditions for UV disinfection equipment, including a copy of the validation certificate;
- 16.2.4 Procedures for monitoring and recording the in-process parameters necessary for the control of any treatment subsystem and for assessing the performance of the drinking water system;
- 16.2.5 Procedures for the operation and maintenance of monitoring equipment;
- 16.2.6 Contingency plans and procedures for the provision of adequate equipment and material to deal with emergencies, upset conditions and equipment breakdown;
- 16.2.7 Procedures for dealing with complaints related to the drinking water system, including the recording of the nature of the complaint and any investigation and corrective action taken in respect of the complaint;
- 16.3** Procedures necessary for the operation and maintenance of any alterations to the drinking water system shall be incorporated into the operations and maintenance manual or manuals prior to those alterations coming into operation.
- 16.4** All of the procedures included or referenced within the operations and maintenance manual must be implemented.

Schedule C: System-Specific Conditions

System Owner	The Corporation of the Town of Fort Frances
Licence Number	224-101
Drinking Water System Name	Fort Frances Drinking Water System
Licence Effective Date	{day, month, year}

1.0 System Performance

Rated Capacity

- 1.1** For each treatment subsystem listed in column 1 of Table 1, the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed the value identified as the rated capacity in column 2 of the same row.

Table 1: Rated Capacity	
Column 1 Treatment Subsystem Name	Column 2 Rated Capacity (m ³ /day)
Fort Frances Water Treatment Plant	17,000

Maximum Flow Rates

- 1.2** For each treatment subsystem listed in column 1 of Table 2, the maximum flow rate of water that flows into a treatment subsystem component listed in column 2 shall not exceed the value listed in column 3 of the same row.

Table 2: Maximum Flow Rates		
Column 1 Treatment Subsystem Name	Column 2 Treatment Subsystem Component	Column 3 Maximum Flow Rate (L/s)
Not Applicable	Not Applicable	Not Applicable

- 1.3** Despite conditions 1.1 and 1.2, a treatment subsystem may be operated temporarily at a maximum daily volume and/or a maximum flow rate above the values set out in column 2 of Table 1 and column 3 of Table 2 respectively for the purposes of fighting a large fire or for the maintenance of the drinking water system.
- 1.4** Condition 1.3 does not authorize the discharge into the distribution system of any water that does not meet all of the requirements of this licence and all other regulatory requirements, including compliance with the Ontario Drinking Water Quality Standards.

Residuals Management

- 1.5** In respect of an effluent discharged into the natural environment from a treatment subsystem or treatment subsystem component listed in column 1 of Table 3:
- 1.5.1 The annual average concentration of a test parameter identified in column 2 shall:
- a) not exceed the value in column 3 of the same row; and
 - b) be calculated at least once monthly as the running annual average based on the previous twelve months of results;
- 1.5.2 Where the average concentration of a test parameter identified in column 2 exceeds the value in column 3, the concentration shall be reported to the local Ministry district office within 72 hours of receipt of the last lab result used in the calculation;
- 1.5.3 The maximum concentration of a test parameter identified in column 2 shall not exceed the value in column 4 of the same row;
- 1.5.4 Where the maximum concentration of a test parameter identified in column 2 exceeds the value in column 4, the discharge shall be reported in accordance with s.13.2 of O. Reg. 675.98 and recorded in accordance with s.12.2 of O. Reg. 675.98 within 24 hours of receipt of the lab result; and,
- 1.5.5 The test parameters listed in column 2 of Table 3 shall be sampled in accordance with conditions 5.2, 5.3 and 5.4 of Schedule C in this Licence.

Table 3: Residuals Management			
Column 1 Treatment Subsystem or Treatment Subsystem Component Name	Column 2 Test Parameter	Column 3 Annual Average Concentration (mg/L)	Column 4 Maximum Concentration (mg/L)
Media filter backwash effluent	Total Suspended Solids	25	Not Applicable

UV Disinfection Equipment Performance

- 1.6** For each treatment subsystem or treatment subsystem component listed in column 1 of Table 4, and while directing water to the distribution system and being used to meet pathogen log removal/inactivation credits specified in Schedule E:
- 1.6.1 The UV disinfection equipment shall be operated within the validated limits for the equipment at all times such that a continuous pass-through UV dose is maintained throughout the life time of the UV lamp(s) that is at least the minimum continuous pass-through UV dose set out in column 2 of the same row
- 1.6.2 In addition to any other sampling, analysis and recording that may be required, the ultraviolet light disinfection equipment shall test for the test parameters set

out in column 4 of the same row at a testing frequency of once every five (5) minutes or less and record the test data at a recording frequency of once every four (4) hours or less;

- 1.6.3 If there is a UV disinfection equipment alarm signaling that the disinfection equipment is malfunctioning, has lost power, or is not providing the appropriate level of disinfection the test parameters set out in column 4 of the same row shall be recorded at a recording frequency of once every five minutes or less until the alarm condition has been corrected;
- 1.6.4 A monthly summary report shall be prepared at the end of each calendar month which sets out the time, date and duration of each UV equipment alarm described in condition 1.6.3, the volume of water treated during each alarm period and the actions taken by the operating authority to correct the alarm situation;

Table 4: UV Disinfection Equipment			
Column 1 Treatment Subsystem or Treatment Subsystem Component Name	Column 2 Minimum Continuous Pass-Through UV Dose (mJ/cm ²)	Column 3 Control Strategy	Column 4 Test Parameter
Not Applicable	Not Applicable	Not Applicable	Not Applicable

2.0 Flow Measurement and Recording Requirements

- 2.1 For each treatment subsystem identified in column 1 of Table 1 and in addition to any other flow measurement and recording that may be required, continuous flow measurement and recording shall be undertaken for:
- 2.1.1 The flow rate (L/s) and daily volume (m³/day) of treated water that flows from the treatment subsystem to the distribution system.
- 2.1.2 The flow rate (L/s) and daily volume (m³/day) of water that flows into the treatment subsystem.
- 2.2 For each treatment subsystem component identified in column 2 of Table 2 and in addition to any other flow measurement and recording that may be required, continuous flow measurement and recording shall be undertaken for the flow rate and daily volume of water that flows into the treatment subsystem component.
- 2.3 Where a rated capacity from Table 1 or a maximum flow rate from Table 2 is exceeded, the following shall be recorded:
- 2.3.1 The difference between the measured amount and the applicable rated capacity or maximum flow rate specified in Table 1 or Table 2;
- 2.3.2 The time and date of the measurement;

2.3.3 The reason for the exceedance; and

2.3.4 The duration of time that lapses between the applicable rated capacity or maximum flow rate first being exceeded and the next measurement where the applicable rated capacity or maximum flow rate is no longer exceeded.

3.0 Calibration of Flow Measuring Devices

3.1 All flow measuring devices that are required by regulation, by a condition in the drinking water works permit 224-201, or by a condition otherwise imposed by the Ministry, shall be checked and where necessary calibrated in accordance with the manufacturer's instructions.

3.2 If the manufacturer's instructions do not indicate how often to check and calibrate a flow measuring device, the equipment shall be checked and where necessary calibrated at least once every 12 months during which the drinking water system is in operation.

3.2.1 For greater certainty, if condition 3.2 applies, the equipment shall be checked and where necessary calibrated not more than 30 days after the first anniversary of the day the equipment was checked and calibrated in the previous 12-month period.

4.0 Calibration of CT Monitoring System

4.1 Any measuring instrumentation that forms part of the monitoring system for CT shall be checked and where necessary calibrated at least once every 12 months during which the drinking water system is in operation, or more frequently in accordance with the manufacturer's instructions.

4.1.1 For greater certainty, if condition 4.1 applies, the instrumentation shall be checked and where necessary calibrated not more than 30 days after the first anniversary of the day the equipment was checked and calibrated in the previous 12-month period.

5.0 Additional Sampling, Testing and Monitoring

Drinking Water Health and Non-Health Related Parameters

5.1 For each treatment subsystem or treatment subsystem component identified in column 1 of Tables 5 and 6 and in addition to any other sampling, testing and monitoring that may be required, sampling, testing and monitoring shall be undertaken for a test parameter listed in column 2 at the sampling frequency listed in column 3 and at the monitoring location listed in column 4 of the same row.

Table 5: Drinking Water Health Related Parameters

Column 1 Treatment Subsystem or Treatment Subsystem Component Name	Column 2 Test Parameter	Column 3 Sampling Frequency	Column 4 Monitoring Location
Not Applicable	Not Applicable	Not Applicable	Not Applicable

Table 6: Drinking Water Non-Health Related Parameters

Column 1 Treatment Subsystem or Treatment Subsystem Component Name	Column 2 Test Parameter	Column 3 Sampling Frequency	Column 4 Monitoring Location
Not Applicable	Not Applicable	Not Applicable	Not Applicable

Environmental Discharge Parameters

- 5.2** For each treatment subsystem or treatment subsystem component identified in column 1 of Table 7 and in addition to any other sampling, testing and monitoring that may be required, sampling, testing and monitoring shall be undertaken for a test parameter listed in column 2 using the sample type identified in column 3 at the sampling frequency listed in column 4 and at the monitoring location listed in column 5 of the same row.
- 5.3** For the purposes of Table 7:
- 5.3.1 Manual Composite means the mean of at least three grab samples taken during a discharge event, with one sample being taken immediately following the commencement of the discharge event, one sample being taken approximately at the mid-point of the discharge event and one sample being taken immediately before the end of the discharge event; and
- 5.3.2 Automated Composite means samples must be taken during a discharge event by an automated sampler at a minimum sampling frequency of once per hour.
- 5.4** Any sampling, testing and monitoring for the test parameter Total Suspended Solids shall be performed in accordance with the requirements set out in the publication "Standard Methods for the Examination of Water and Wastewater", 23rd Edition, 2017, or as amended from time to time by more recently published editions.

Table 7: Environmental Discharge Parameters

Column 1 Treatment Subsystem or Treatment Subsystem Component Name	Column 2 Test Parameter	Column 3 Sample Type	Column 4 Sampling Frequency	Column 5 Monitoring Location
Fort Frances Water Treatment Plant	Total Suspended Solids	Composite	Monthly	Top of filter (for point of discharge to Rainy River)

5.5 Pursuant to Condition 10 of Schedule B of this licence, the owner may undertake the following environmental discharges associated with the maintenance and/or repair of the drinking water system:

5.5.1 The discharge of potable water from a watermain to a road or storm sewer;

5.5.2 The discharge of potable water from a water storage facility or pumping station:

- a) To a road or storm sewer; or
- b) To a watercourse where the discharge has been dechlorinated and if necessary, sediment and erosion control measures have been implemented.

5.5.3 The discharge of dechlorinated non-potable water from a watermain, water storage facility or pumping station to a road or storm sewer;

5.5.4 The discharge of raw water from a groundwater well to the environment where if necessary, sediment and erosion control measures have been implemented; and

5.5.5 The discharge of raw water, potable water or non-potable water from a treatment subsystem to the environment where if necessary, the discharge has been dechlorinated and sediment and erosion control measures have been implemented.

5.5.6 The discharge of any excess water to a road, storm sewer or the environment, associated with the management of materials excavated as part of watermain construction or repair, where necessary sediment, erosion and environmental control measures have been implemented.

6.0 Studies Required

Harmful Algal Blooms

6.1 The owner shall develop and keep up to date a Harmful Algal Bloom monitoring, reporting and sampling plan, herein known as the "Plan", to be implemented when a potential harmful algal bloom is suspected or present. The owner shall have the Plan in place on or before October 28, 2021.

6.1.1 The owner must have a copy of the Plan available onsite at the drinking water system, for inspection upon request by Ministry staff.

- 6.1.2 The owner must implement the Plan annually during the harmful algal bloom season, during but not limited to the warm seasonal period between June 1 and October 31 each year, or as otherwise directed by the Ministry or the Medical Officer of Health.
- 6.1.3 The owner must train all relevant drinking water system staff on the Plan prior to the beginning of each warm season, as described in Condition 6.1.2.
- 6.2** For clarity, a Harmful Algal Bloom is considered suspected or occurring when:
- 6.2.1 the owner or operating authority has observed an algal bloom:
- a) near the shoreline at or near the source water intake(s) described in drinking water works permit #224-201, or
 - b) where the intake has an Intake Protection Zone in a source protection plan, within IPZ-1, or
 - c) within a circle that has a radius, measured from the intake, equal to the distance from the intake to the farthest edge of IPZ-2.
- 6.2.2 microcystin has been detected in a raw or treated water sample; and/or,
- 6.2.3 the owner has received any form of notification related to an algal bloom from the Ministry, a Medical Officer of Health, or the public; or,
- 6.2.4 the presence of or identification of cyanobacteria has been determined through optical probes or other analytic techniques used by the drinking water system.
- 6.3** The Plan described in condition 6.1 must include, at a minimum:
- 6.3.1 details relating to visual monitoring for harmful algal blooms at or near the drinking water system intake(s),
- a) as described in drinking water works permit #224-101, or
 - b) where the intake has an Intake Protection Zone in a source protection plan, within IPZ-1, or
 - c) within a circle that has a radius, measured from the intake, equal to the distance from the intake to the farthest edge of IPZ-2.
- 6.3.2 details relating to visual monitoring of shoreline; this is applicable to drinking water systems where the proximity of the intake(s) may be of concern.
- 6.3.3 details relating to reporting the observed or suspected harmful algal bloom, as described in section 6.2:
- a) to the Overall Responsible Operator(s) and/or Operator(s)-in-Charge if the blooms have been observed or suspected by a duty operator; the Plan shall include wording that directs relevant drinking water staff to follow the instructions provided by the Overall Responsible Operator(s) or the Operator(s)-in-Charge;

- b) to the medical officer of health; and
 - c) to the local MECP representative and the Ministry's Spills Action Centre.,
- 6.3.4 a sampling plan, including the identification of sample location(s) and frequencies that at a minimum match those described in condition 6.4.
- 6.3.5 triggers that may increase the required sampling frequency;
- 6.3.6 up-to-date records that document staff training on the harmful algal bloom monitoring, reporting, and sampling procedures.
- 6.4** Any water samples collected under Condition 6.3.4 must be:
 - 6.4.1 collected, at a minimum, once per week, or as otherwise directed by the Ministry or the medical officer of health;
 - 6.4.2 collected prior to any treatment, if the sample is taken from raw water;
 - 6.4.3 collected at the point of entry into the distribution system, if the sample is taken from treated water;
 - 6.4.4 collected from the shoreline by the drinking water system, if applicable based on Condition 6.3.1;
 - 6.4.5 submitted to a laboratory licensed to perform ELISA testing for total microcystin;
 - 6.4.6 repeatedly collected until 3 consecutive samples have shown non-detection of microcystin and the algal bloom is no longer suspected or visually observed.

7.0 Source Protection

- 7.1** The owner of the drinking water system shall implement risk management measures, as appropriate, to manage any potential threat to drinking water that results from the operation of the drinking water system.
- 7.2** The owner of the system shall notify the Director in writing within thirty (30) days of any approved changes to an applicable source protection plan that impact the assessed threat level of a fuel oil system identified in Schedule A of drinking water works permit.
- 7.3** The notification required in condition 7.2 shall include:
 - 7.3.1 A description of the changes and their impact on the assessed threat level of the fuel oil system(s); and,
 - 7.3.2 A timeline for re-assessing the threat level and providing the results of the assessment to the Director.

Schedule D: Conditions for Relief from Regulatory Requirements

System Owner	The Corporation of the Town of Fort Frances
Licence Number	224-101
Drinking Water System Name	Fort Frances Drinking Water System
Licence Effective Date	{day, month, year}

As of the effective date of the Licence, no relief from regulatory requirements is authorized by the Director under section 46 of the SDWA in respect of the drinking water system.

DRAFT

Schedule E: Pathogen Log Removal/Inactivation Credits

System Owner	The Corporation of the Town of Fort Frances
Licence Number	224-101
Drinking Water System Name	Fort Frances Drinking Water System
Licence Effective Date	{day, month, year}

1.0 Primary Disinfection Pathogen Log Removal/Inactivation Credits

Fort Frances Water Treatment Plant

Rainy River [SURFACE WATER]

Minimum Log Removal/ Inactivation Required	Cryptosporidium Oocysts	Giardia Cysts ^a	Viruses ^b
Fort Frances Water Treatment Plant	2	3	4

^a At least 0.5 log inactivation of Giardia shall be achieved by the disinfection portion of the overall water treatment process.

^b At least 2 log inactivation of viruses shall be achieved by disinfection.

Log Removal/Inactivation Credits Assigned ^c	Cryptosporidium Oocysts	Giardia Cysts	Viruses
Conventional Filtration	2	2.5	2
Chlorination [CT: Contact chamber, clearwell/reservoir and high lift pump chamber]	-	0.5	2+

^c Log removal/inactivation credit assignment is based on each treatment process being fully operational and the applicable log removal/inactivation credit assignment criteria being met.

Treatment Component	Log Removal/Inactivation Credit Assignment Criteria
Conventional Filtration	<ol style="list-style-type: none"> 1. A chemical coagulant shall be used at all times when the treatment plant is in operation; 2. Chemical dosages shall be monitored and adjusted in response to variations in raw water quality; 3. Effective backwash procedures shall be maintained including filter-to-waste or an equivalent procedure during filter ripening to ensure that effluent turbidity requirements are met at all times; 4. Filtrate turbidity shall be continuously monitored from each filter; and 5. Performance criterion for filtered water turbidity of less than or equal to 0.3 NTU in 95% of the measurements each month shall be met for each filter.
Chlorination	<ol style="list-style-type: none"> 1. Sampling and testing for free chlorine residual shall be carried out by continuous monitoring equipment in the treatment process at or near a location where the intended contact time has just been completed in accordance with the Ministry's Procedure for Disinfection of Drinking Water in Ontario; and 2. At all times, CT provided shall be greater than or equal to the CT required to achieve the log removal credits assigned.
Primary Disinfection Notes	

PROCEEDING COMMENCED UNDER section 127(1) of the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, as amended (SDWA);

Appellant: The Corporation of the Town of Fort Frances
 Respondent: Ontario (Environment, Conservation and Parks)
 Subject of Appeal: Appeal of conditions on a municipal drinking water licence for the Town of Fort Frances drinking water system
 Reference No.: 224-101
 Upper Tier: Rainy River District
 OLT Case No.: 21-032
 OLT Case Name: Fort Frances (Town) v. Ontario (Environment, Conservation and Parks)

MINUTES OF SETTLEMENT

WHEREAS the Director, Ministry of the Environment, Conservation and Parks (the “**Director**”) issued Municipal Drinking Water Licence #224-101, Issue #3, dated May 11, 2021 (hereafter the “**Licence**”) to the Corporation of the Town of Fort Frances (hereafter the “**Town**”);

AND WHEREAS Schedule C, Table 3 of the Licence limits the annual average concentration of Total Chlorine Residual (TCR) of Media Filter Backwash Effluent to 0.02 milligrams per litre (the “**TCR Limit**”);

AND WHEREAS the Town appealed the License to the Ontario Land Tribunal (the “**Tribunal**”) on May 11, 2021; specifically, the TCR Limit;

AND WHEREAS the License expires in May 2026 at which time the Town will be required to apply for and obtain a renewed licence;

AND WHEREAS the Town requires time to make the physical alterations to the Fort Frances Drinking Water System necessary to comply with the TCR Limit;

NOW THEREFORE and WITHOUT PREJUDICE OR ADMISSION OF LIABILITY, the Town and the Director hereby agree to the following terms and conditions to settle the appeal, should the Tribunal accept this agreement:

1. The Tribunal will order the Director to amend the Licence by removing the TCR Limit;
2. Once the Tribunal has issued its order, the Director will issue a new license, the draft of which is attached to these minutes of settlement as Appendix A (the “**New Licence**”);
3. The Town commits to making every reasonable effort, including obtaining and or providing appropriate funding, to complete the physical alterations to the Fort Frances Drinking Water System necessary to comply with the TCR Limit prior to May 2026 when the Town will be required to apply for and obtain a licence renewal;
4. The Town acknowledges that the TCR Limit may be reinstated into a licence when the Town applies to renew the New Licence prior to its expiration. Whether this occurs will be entirely at the Director’s discretion. If the TCR Limit is reinstated the parties agree that the Town will not appeal the renewed licence solely on the ground that it imposes a TCR limit, and that the Town’s appeal rights will not otherwise be restricted;
5. Should the Town complete alterations to the Fort Frances Drinking Water System prior to May 2026, such that it is able to comply with the TCR Limit, the Town will inform the Director and agree that the TCR Limit may be immediately reinstated into the Licence without waiting for the May 2026 license renewal;

6. This Agreement does not in any way limit the authority of the Ministry of the Environment, Conservation and Parks (the MECP), the Minister of the MECP, MECP Directors or provincial officers to issue orders to the Town or any other person or entity in respect of the Licence or the New Licence including but not limited to orders related to issues covered by this Agreement, or orders in response to a breach of this Agreement by the Appellant, to address a change in facts or circumstances that may arise in the future; and
7. These Minutes may be executed in several counterparts by the solicitors acting on behalf of the Town and the Director and by original facsimile or electronic signature, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same agreement.

Dated:

Aziz Ahmed
 Appointed Director, Section 44, SDWA
 Manager, Municipal Water & Wastewater Permissions
 Ministry of the Environment, Conservation and Parks

Dated:

Town of Fort Frances



RAINY RIVER FUTURE
DEVELOPMENT CORPORATION
 A Community Futures Development Corporation



September 2, 2021

Opportunity for Tax Incentives

In the fall economic statement, the Province of Ontario announced:

“Over the coming months, the government will be consulting on ways to encourage investment into rural and undercapitalized areas of the province with the goal of restoring Ontario’s competitiveness and allowing the private sector to create jobs and growth. The outcome could include exploring potential changes to the tax system that may benefit overlooked areas of the province and new, upcoming industries.”

This followed OREA’s (the Ontario Real Estate Association) request of the Government of Ontario. The Minister of Economic Development and Trade has informed us that they may be interested in exploring this conceptually when the Government is through the priorities set by the pandemic.

This is an important potential opportunity for Fort Frances.

Recent History in Ontario

The thought of introducing tax incentive zones is not new for Ontario. In 2002, tax incentive zones were announced in both the Throne Speech and budget in Ontario. The incentives were to be for both large and small businesses and for smaller, rural, and northern communities. Municipalities were to provide full municipal property tax relief for all eligible businesses. The tax incentives would then be in place for 10 years, starting 1 January 2004. Northern Ontario was eventually selected as the first tax incentive zone. Eligible businesses that are located in a tax incentive zone would not be required to pay the provincial business education tax, capital tax or employer health tax. However, the program was never implemented.

Recent History in the U.S.

The U.S. has greater experience with tax incentive zones. Renewal Communities (RCs), Enterprise Communities (ECs), and what is more well known as Empowerment Zones (EZs) are all federally designated areas with high levels of poverty and economic distress. In these geographic areas, businesses and local governments may be eligible for federal grants and tax incentives. There was one round of RCs authorized by Congress since 1993, which occurred in 2000. There have also been two rounds of ECs (1993 and 1997) and three rounds of EZs (1993, 1997, and 1999) authorized by Congress since 1993.

A paper by the Congressional Research Service, published on 14 February 2011, titled “Empowerment Zones, Enterprise Communities, and Renewal Communities: Comparative Overview and Analysis” found the following:

“A number of studies have evaluated the effectiveness of the EZ, EC, and RC programs. Several government-sponsored studies have failed to link EZ and EC designation with a general improvement in community outcomes. In addition, several academic researchers have evaluated the effectiveness of zone incentives. Overall, these studies have found modest, if any, effects, and call into question the cost-effectiveness of these programs.”

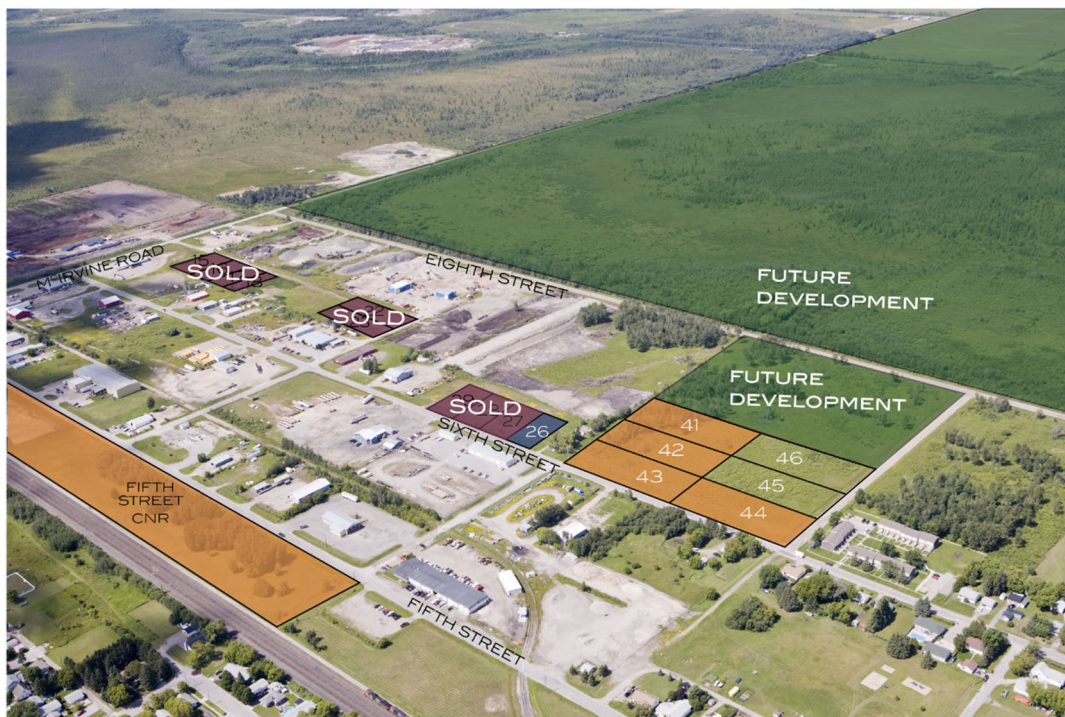
One of the studies reviewed by this paper found that while poverty and unemployment did decrease in some EZs the decrease that occurred was not dissimilar from areas that did not receive an EZ designation, and therefore did not receive any corresponding tax incentives or grants. Another study reviewed by this paper found it was not possible to determine there was any effect from the EZ designation and resulting support for these areas. As a result, the paper arrived at the following,

“These results suggest that the program had no statistically significant effect on income, unemployment, or poverty, a finding shared by recent research on state-level enterprise zones.”

The Opportunity Alignment of Fort Frances

The Town of Fort Frances has made the investments necessary to support the growth a tax incentive zone could create. The Town of Fort Frances has a variety of affordable industrial and commercial properties that are either serviced or serviceable and ready for development.

The Town of Fort Frances has created opportunities for development by offering land below general market value and the entire Town of Fort Frances is included in the Community Improvement Plan approved by the Province of Ontario.



The Town of Fort Frances also ideally matches the requirements that the Province of Ontario has laid out for regions to be eligible for a potential tax incentive zone. Not only is the Town of Fort Frances undercapitalized compared to other growing parts of the province, but with the closing of the mill the town has experienced a significant decapitalization, which would help support the argument to create tax incentives for the town.

In the Town of Fort Frances, the 2016 median household income was \$62,928 per year. The median household income in the town is lower than the 2016 national household median income of \$82,110, a difference of almost 25%. This further demonstrates both the need and eligibility of the Town of Fort Frances for a tax incentive zone.

There are several projects in the early interest stages for the undeveloped portions of the community. These could leverage the strength of the public utility and the communities border access.

The space being reclaimed by the demolition of the mill provides other unique opportunities to create growth via incentives.

The incentives could also align with supports provided via NOHFC and FedNor.

What Could the Incentives look like:

- Reduced Provincial corporate taxes
- Reimbursements for capital expenditures
- Incentives directed at hiring such as wage subsidies
- Relocation allowances
- Education tax rebates
- Subsidized hydro rates
- Reductions in Municipal taxes

Next Steps:

- EDEC to report to Council that it believes that Council should lobby the Government of Ontario to be a pilot tax incentive zone.
- Develop a list of incentives that the municipality would contribute to the zone's effectiveness.
- Meet with landowners to discuss their interest in developing businesses on their property within the zone.
- Build a business model that proves the return on investment of the incentive

A Report with respect to an Allegation of a Violation of the Town of Fort Frances Council Code of Conduct

REPORT AUTHOR: Paul S. Heayn, Municipal Consultant, Dryden, Ontario

November 25, 2021

1. INTRODUCTION

The Town of Fort Frances (the Town) has appointed Paul S. Heayn, Municipal Consultant as its Integrity Commissioner for the purpose of dealing with a complaint. As Integrity Commissioner, Paul S. Heayn acts pursuant to Sections 223.1 to 223.8 of the Municipal Act 2001. This report deals with one of those investigations into a complaint referred to me by an anonymous Complainant indicating that Mayor June Caul of the Fort Frances Council had made numerous statements and unauthorized and unlawful communications and took various unauthorized and unlawful actions thereby violating the Code of Conduct for Members of Council.

2. BACKGROUND

I received a complaint under the Fort Frances Code of Conduct on August 26, 2021 from a person that wishes to remain anonymous. Attached to the complaint was Schedule A that included twenty four (24) pages. Schedule A outlined the various sections of the Council Code of Conduct as well as section of other documents including the Municipal Act, the Council/Staff Relations Policy, the Fort Frances Council Procedure By-law and the Workplace Harassment Policy.

In addition to Schedule A the complaint included the following documents behind eleven (11) tabs:

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

3. Purpose of the Inquiry

The purpose of the Inquiry is to determine if Mayor Caul violated the following sections of the Code of Conduct and subsequently the Municipal Act and Relevant Policies of the Town of Fort Frances.

The Requester (anonymous) contends that the following Code, Act and Policies were violated:
The Council Code of Conduct

55. That Mayor Caul contravened the following twelve (12) sections:

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

- a) Council, and its Members are the leaders of the Municipality both inside and outside its geographic boundaries. Especially in an age of social media and electronic messaging, strong positive management of the reputation of the Municipality is needed. The statements and behavior of Council affect the Municipality's reputation as a place to live and do business. Conflict and inappropriate conduct among Members, staff, officers and members of the public, adversely affects the Municipality's reputation and is to be avoided. Put differently, Council has a strong role to protect and promote the Municipality and its reputation as an excellent place to live, work and do business;
- c) Members must be committed to performing their functions with integrity, avoiding the improper use of the influence of their office, and conflicts of interest, both real and perceived;
- d) Members are expected to conduct themselves and perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny;
- e) Members must recognize and act upon the principle that democracy is best achieved when the operation of government is as transparent and accountable to the Public as possible;
- f) Members shall seek to serve the public interest by upholding both the letter and spirit of the laws of Parliament and the Ontario Legislature, as well as the laws and policies adopted by the Municipal Council; 2 Code of Conduct Version 2.00 (August 6, 2018);
- g) Members must not use the status of their position to inappropriately influence the decision of another individual or body. For example, to obtain a personal advantage for the Member, the Member's parents, children, spouse, staff, friends, associates, business or otherwise; or to disadvantage another party.
- h) Members shall be respectful of the role of staff to provide advice with political neutrality and objectivity and without undue influence from a Member or Members.

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

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

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

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

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

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

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

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

11.1 No Member shall use, or permit the use of, municipal equipment, land, facilities, supplies, services, staff or other resource, including any municipally-owned information, website, or funds allocated for Member expenses, for any purpose or activity other than the lawful business of the municipal corporation. No Member shall seek or acquire any personal financial gain from the use or sale of Confidential Information, or of any municipally-owned intellectual property including any invention, creative writing or drawing, computer program, technical innovation, or any other information or item capable of being patented or copyrighted, for which property remains exclusively that of the Municipality.

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

13.2 No Member shall use his or her office or position to influence or attempt to influence the decision of any other person, for the Member's private advantage, the private advantage of the Member's parent, child, spouse, staff member, friend or associate, business or otherwise or the disadvantage of others. No Member shall attempt to secure preferential treatment beyond activities in which Members normally engage on behalf of their constituents as part of their official duties. No Member shall hold out the prospect or promise of future advantage through the Member's supposed influence within Council in return for any action or inaction.

The Municipal Act, 2001

63. That Mayor Caul contravened the following six (6) sections:

224 It is the role of council,

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

225 It is the role of the head of council,

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

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

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

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

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

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

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

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

1. Except in accordance with section 30 of the *Municipal Elections Act, 1996*,
 - i. an employee of the municipality,
 - ii. a person who is not an employee of the municipality but who is the clerk, treasurer, Integrity Commissioner, Auditor General, Ombudsman or registrar referred to in section 223.11 or an investigator referred to in subsection 239.2 (1) of the municipality, or
 - iii. a person who is not an employee of the municipality but who holds any administrative position of the municipality.
2. A judge of any court.
3. A member of the Assembly as provided in the *Legislative Assembly Act* or of the Senate or House of Commons of Canada.
4. Except in accordance with Part V of the *Public Service of Ontario Act, 2006* and any regulations made under that Part, a public servant within the meaning of that Act.

Disqualification

(2) A member of council of a municipality is disqualified from holding office if, at any time during the term of office of that member, he or she,

- (a) ceases to be a Canadian citizen;
- (b) is not a resident, the owner or tenant of land or the spouse of an owner or tenant of land in the municipality, in the case of a member of council of a local municipality, or in a lower-tier municipality within the upper-tier municipality, in the case of a member of council of an upper-tier municipality; or
- (c) would be prohibited under this or any other Act from voting in an election for the office of member of council of the municipality if an election was held at that time.

The Council/Staff Relations Policy

67. That Mayor Caul contravened the following two (2) sections:

5.0 Clarification of Roles

Role of the Mayor is to represent the Municipality, provide strategic direction, create policy, and provide leadership to members of Council. Role of Council (Policy Focus) is to represent the Municipality, provide strategic direction and create policy. Role of Chief Administrative Officer (Direction Focus) is to act as a liaison between Council and staff, direct implementation of Council's policies, hire and develop a team of competent Officers and Staff. Role of Officers and Staff (Implementation Focus) is to research policy and programs, give best professional advice, implement decisions of Council, fulfill statutory duties, follow direction of Chief Administrative Officer and generally see to the efficient operation of the municipal organization.

6.0 Guiding Principles

1. All Members are Equal - Members of Council, Officers and Staff must be treated equally and fairly and the appearance of favoritism must be avoided.
2. Chain of Command - Members of Council do not have authority to direct Staff to perform, or not perform functions or duties, the CAO is responsible for providing direction to Officers and Staff.
3. Use of Officers & Staff Time - Members of Council should use Officers and Staff time thoughtfully. Requests from Council take Officers and Staff time away from other issues or problems that may need attention. Members of Council should be discouraged from asking for Staff reports in an effort to delay a potentially unpopular decision.

4. Use of Council's Time - Officers and Staff should be mindful of Council's time and refrain from delivering lengthy presentations which may consume Council's time better served debating and considering issues. Staff presentations should be clear and concise wherever possible.
5. Representative of Community - Members of Council should, in addition to presented research and recommendations, make their own judgement and provide leadership in their decision making. Members of Council, together with Officers and Staff work collaboratively for the public good.
6. Politics vs Management - Council provides direction and establishes policy, while officers and staff research, give advice and implement Council's directives. Advice comes from Officers and Staff; policy and service delivery decisions are made by Council. Staff are not politicians and members of Council are not hired professionals.
7. Respect Above all Else - Members of Council, Officers and Staff shall work together to foster working relationships that are respectful of each other's intelligence and professional duties. We all face diverse and often unique challenges and we must be cognizant that our collective goal is to serve the best interests of the Municipality.

The Workplace Harassment Policy

68. That Mayor Caul contravened the following section:

3.1 Definitions The terms defined below are referred to in this policy as "unacceptable workplace behaviour"

Workplace Harassment:

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

Sexual Harassment: Any unsolicited, unwelcome, disrespectful, or offensive behaviour that has an underlying sexual connotation and can be typified as:

- Behaviour that is hostile in nature, or intends to degrade an individual based on personal attributes, including: gender, sexual orientation, gender identity, gender expression, or any other relevant protected ground under human rights legislation.
- Sexual solicitation or advance made by a person in a position to confer, grant, or deny a benefit or advancement to the person, where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome;
- Reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant, or deny a benefit or advancement to the person.
- Unwelcome remarks, jokes, innuendos, propositions, or taunting about a person's body, attire, sex or sexual orientation, gender expression, or gender identity, or religion;
- Suggestive or offensive remarks; ▪ Bragging about sexual prowess;
- Offensive jokes or comments of a sexual nature about an employee;
- Unwelcome language related to gender;
- Displaying of pornographic or sexist pictures or materials; ▪ Leering (suggestive persistent staring);
- Physical contact such as touching, patting, or pinching, with an underlying sexual connotation;
- Sexual assault;
- Any actions that create a hostile, intimidating, or offensive workplace, which may include physical, verbal, written, graphic, or electronic means;

Bullying:

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

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

- Gossiping or spreading rumours
- Talking down to others
- Verbally berating others
- Using a harsh tone of voice
- Acting in a way that seems “out to get” others
- Blaming others for things out of their control
- Making or implying threats regarding one’s job security
- Excessive shouting
- Repeated emotional outbursts
- Using overt or subtle intimidation tactics
- Using degrading remarks or tone of voice
- Criticizing or talking down to others in front of a group
- Using condescending and/or demeaning body language
- Social exclusion or ostracism
- Ignoring others or giving “silent treatment”
- Intentionally excluding others from conversations and/or work activities
- Differential treatment (treating some less favorably than others)
- Undermining another’s work by assigning impossible deadlines or workloads
- Excessive monitoring of work or unnecessary micromanagement
- Withholding pertinent work-related information
- Undermining the work of a co-worker or subordinate in an undue manner
- Not providing sufficient information to discharge one’s duties effectively

The Procedural Bylaw

69. That Mayor Caul contravened the following seven (7) sections:

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

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

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

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

5.1.4 Information – by Staff – Members of Council: Council Members are encouraged to request information directly from the CAO or Divisional Managers / Senior Managers when possible.

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

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

4. INVESTIGATIVE PROCESS

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

Interviews were conducted with fourteen (14) key individuals involved in this complaint. Those interviews included seven (7) senior staff and seven (7) Council members including the Mayor.

Interviews of the Council sought to get a perspective of the actions Mayor Caul is accused of that violated the Code, the Municipal Act and other Council Policies. Mayor Caul indicated she was not aware of crucial information about the SFL transfer and it was important to understand if other Councillors felt the same. Councillors were asked their opinion of Mayor Caul's implying or acting as the Town's CAO. Similarly, Senior staff were queried about details of meetings, letters, minutes and other relevant information arising from this complaint.

The Code of Conduct, the Municipal Act, Council/Staff Relations Policy, the Workplace Harassment Policy and the Procedural By-law were referenced in relationship to the various sections that the Requester alleged were violated.

The Boundary Waters Management Corporation (BWPMC) was also researched in order to gain information on the history of the enhanced Sustainable Forest License (eSFL). The reasons for these centers on fact that the transfer of the Sustainable Forest License created many questions that Mayor Caul felt were unanswered. It is significant because Mayor Caul's actions in seeking answers resulted in the Requester making this inquiry. Mayor Caul, rightly or wrongly, had questions about what the new eSFL meant for the Town and how the terms would benefit Fort Frances. More details concerning this will become apparent in the Background Information and the Respondent's interviews.

I conducted an initial review of this complaint by first combing through the Requesters allegations and documenting each one and then investigating whether or not they breached/violated the Code of Conduct, the Municipal Act, Council/Staff Relations Policy, the Workplace Harassment Policy and the Procedural By-law.

A copy of the complaint was sent to Mayor Caul. I interviewed the Respondent zeroing in on the main points of the Complaint against her and to learn any information she formulated in her defense. Once that interview was completed I commenced interviews with Senior Staff and the rest of Council. A second interview was held with Mayor Caul to further discuss the complaint with the context of my interviews with Council and Staff.

An interview with the Requester was completed after the draft report was completed. A third interview with Mayor Caul was held after sending a Draft Report to her for review for factual content and further information.

5. ALLEGATIONS: “EVENTS OF CONCERN” OUTLINED IN THE COMPLAINT

a. Using “personal matters about an identifiable individual to move item into Closed Session

June 14, 2021 Council Meeting item 10.1 – Licensing Update – included an individual who was placed on the ‘closed meeting’ agenda to discuss his understanding of the transfer of the Sustainable Forest License (SFL) from Resolute Forest Products Corp. to the Boundary Waters Forest Management Corp. The item was placed on the In-camera closed Council Meeting by adopting a resolution under section 239(2)(b) of the Act, which states:

239 [...] (2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is, [...] (b) personal matters about an identifiable individual, including municipal or local board employees[.]

The complainant mentions that at no time did the subject matter of this agenda item pertain to “personal matters” about any individual. It is noted that the Ombudsman of Ontario and the Information and Privacy Commissioner have concluded that the “personal matters” exception under section 239(2)(b) of the Act can only be used when the discussion relates to the individual and their personal, rather than professional capacity.

b. Acting as the CAO

The Complainant outlines various times the Mayor explicitly and implicitly acted as the role of the Chief Administrative Officer.

- She ordered a report from the Boundary Waters Forest Management Corp when the ‘Guiding Principles’ of the Council/Staff Relations Policy states that “Members of Council do not have authority to direct Staff to perform, or not perform functions or duties. The CAO is responsible for providing direction to Officers and Staff.”
- Mayor Caul demanded, without authority, a member of the Rainy River Futures Development Committee to resign during a phone call.
- On June 28th Council Meeting, Mayor Caul made false accusations, claims and statements about Senior Staff of the BWPMC suggesting they withheld material information about the eSFL. Her remarks were false, meritless and defamatory.
- On June 30, Mayor Caul, in a letter to the RRFDC she raises numerous vexatious and false complaints about a Senior Staff member of the BWPMC. Mayor Caul had no direction from Council to make those comments. Personal matters should be taken to the CAO.
- In response to a letter from the Executive Director of the RRFDC July 7th, Mayor Caul claimed in an email that she was the Acting CAO of the Town saying: “I have been involved in the CAO role along with Administration since the CAO retired.” She cannot lawfully serve as CAO under the ACT.
- On July 13, Councillor Judson, chair of the Executive Development Economic Committee (EDEC) sent a letter to his fellow Councillors outlining a number of concerns about Mayor Caul acting outside of her lawful authority. No response has been made to these allegations.
- Mayor Caul failed to liaise with the CAO in respect of concerns about the eSFL or the performance of the RRFDC and directed a service provider of the Town to produce a report, at the Town’s expense, without authority to do so.

c. The CAO and the Staff:

Concerns about personnel retained or in the employment of the Town are to be raised with Council by the CAO, with whom they have a reporting relationship. This reporting and

accountability structure is pursuant to the defined role of the CAO and administration in the Act, the terms of the Town's contract with the RRFDC and the Council/Staff Relations Policy.

d. Telephone call between Mayor Caul and the Forestry Consultant:

On June 15, 2021, Mayor Caul spoke with the Forestry Consultant by telephone on the false pretense that she had direction from Council to do so or otherwise had been directed to admonish the Forestry Consultant on behalf of the corporation or its management. During the phone call, Mayor Caul accused the senior staff of the BWFMC of withholding material information from Council about the eSFL. In addition, Mayor Caul asked for the resignation of the Executive Director. At no time was Mayor Caul authorized to make this statement by Council nor was she otherwise empowered to do so under the Agreement with RRFDC, who hire and direct the staff of the BWFMC.

e. Mayor Caul's remarks at the June 28th Council Meeting:

On June 28, 2021, the same concerned citizen that appeared before Council of the Whole in-camera June 14th, appeared again in open session to discuss the status and terms of the eSFL and concerns surrounding this license transfer. During that meeting, Mayor Caul's remarks made false accusations, claims and statements contributed to the senior staff of the BWFMC.

f. Mayor Caul's letter to the RRFDC:

On June 29th, 2021 Mayor Caul issued a letter to the Executive Director of the RRFDC, demanding a formal report on various item related to the eSFL. Mayor Caul had no authority nor direction from Council to request this report. That authority lies with the CAO or the Economic Development Executive Committee (EDEC).

g. Mayor Caul's second letter to the RRFDC:

On June 30th, 2021 Mayor Caul sent a second letter to the Executive Director of the RRFDC raising numerous vexatious and false complaints about the Forestry Consultant's conduct at the June 9th Economic Development Executive Committee (EDEC) meeting. Any concerns about personal are to be handled by the CAO or the EDEC.

h. Mayor Caul's emails to the Executive Director of the RRFDC:

In a series of emails between the Executive Director of the RRFDC and Mayor Caul (July 7th), Mayor Caul claimed that she was the Acting CAO of the Town. At no time did Council delegate administration powers to the Mayor, nor can she lawfully serve as CAO under the Act.

i. Unnecessary Report Request:

At the July 12th Regular Council Meeting of the Committee of the Whole, the report requested by Mayor Caul on June 29th, the author of the report stated that the information requested and provided in the report, Council had countless prior opportunities to receive this information and furthermore, much of the information is on public record.

j. Unnecessary Cost of the Report:

During the report's presentation on July 12th, and in answer to a question from Council, the cost of providing this report resulted in a \$5,000 consulting bill for the Town.

k. Councillor Judson's Letter:

On July 13, Councillor Judson, chair of the EDEC sent a letter to his fellow Councillors outlining a number of concerns about Mayor Caul acting outside of her lawful authority. To the complainant's knowledge no response has been received.

6. RESPONDENT INTERVIEW

Mayor Caul stated that it is important to understand the circumstances that happened in the summer of 2021 and to put into perspective her actions and the reasons that this complaint was submitted.

Meeting with the Town's Solicitors:

On June 25th, 2021 Mayor Caul met with the Town's solicitors at their invitation to discuss what was happening with the properties known as Seven Oaks, some property along the highway and Point Park. This is the first time that she met with Mr. Brunetta by herself although the previous Mayor has done so several times. The Chiefs of 'Agency 1' are claiming this land should be brought back into their Reserve. The Town's solicitors have been working over the past few years on trying to clear up just who owns the land. Previous correspondence to the Province has gone unanswered. The Solicitors are adamant that the Town owns the land and the solicitors convinced Mayor Caul to allow them to contact the Counsel, Crown Law Office Civil, Ontario Ministry of the Attorney General regarding this issue. This meeting was called by the solicitors in order to get permission to contact the Provincial Government's Solicitor to inquire as to whether the Town owns the parkland. Mayor Caul advised that she never makes decisions without taking it to Council. However, Mayor Caul, in the end, finally agreed that solicitor should contact the Crown Law Office immediately. The first thing Mayor Caul did at the Council Meeting June 28th was apologize saying she felt that she lied to Council when she said she does not make decisions on her own and usually brings everything to Council. In this case she did give direction to the Town's solicitors to investigate the ownership of the parklands. They have written a letter to the Minister and we received no reply and because this has been an ongoing quest for Council for many years.

Once the meeting was over, one of the Councillors asked the Clerk for the notes/minutes of this meeting as well as a copy of the contract the Town should have signed with their solicitors. The Clerk could not find a copy of a contract for solicitor legal services and Mayor Caul advised that no notes were taken at that meeting. The retired CAO also advised that he was not aware of any solicitor contract while he was employed. Despite Mayor Caul being emphatic when telling Council there were no other issues discussed, the Councillor continued on this path that she did not tell the truth to Council. The verbal and written comments back regarding this issue has resulted in that Councillor bringing legal action against the Mayor.

The SFL and the Transfer to the Boundary Waters Forest Management Corporation (BWPMC):

Prior to the June 9th EDEC meeting, Mayor Caul had been in conversations with a private citizen and former member of the Town's Economic Development Committee. The private citizen stated the Town was not successful in bring on a new owner of the Mill but he felt that it would be a great 'trades college'. He has looked very deeply into the whole forest license and the forest audit over the last few years. He had many Letters to the Editor of the local newspaper the last few months letting people know that things have not been done properly and as a result the Mill ended up being torn down. . Mayor Caul wanted to find out what was going on as a community leader. Repap was interested in buying the mill in 2018 but they could not use the wood for anything that Resolute was using therefore Repap could not purchase the Mill based on the stipulations on the sale. This private citizen has been looking into the Sustainable Forest License (SFL) when it was the Cossroute Forest SFL and he was looking for the renewed SFL with Resolute. He could not find it. Council themselves were trying to find

out about the SFL as well so a legal firm was suggested and they asked BWFM to look into this to see if the SFL was renewed properly and that Resolute was working in good faith.

The legal firm gave a report to Council that said the SFL renewal seemed to be okay but they were referencing to 2012's renewal not the 2017 renewal. To renew the SFL (every five years) the company has to go through an audit before the Minister of Natural Resources then signs off on it. Council wanted to know about the 2017 SFL renewal. The private citizen discovered that there was no record of the 2017 audit or the 2017 SFL renewal. Mayor Caul wrote a letter to BWPMC asking for a copy of it. BWPMC was investigating a company that wanted to purchase the mill to produce biomass and Fort Frances Power Corp (FFPC) was also interested in that purchase. Resolute or Rivers Edge kept increasing the price and the biomass company walked away. The FF Power Corp had been cooperating on the potential purchase. During all these negotiations, the Mill is being razed except for the biomass building being left last because of the talks with the biomass company. The talks failed and recently the Town received a request to raze the biomass building even though that company is still working with FF Power Corp to eventually build a biomass operation.

The private citizen has been urging Council to do something about the SFL. Mayor Caul feels that questions to BWPMC were vague and when Repap wanted to buy the Mill between 2018-19, the 2017 SFL renewal should have come into effect. ***[In fact, the Licence was extended to 2032 on December 13, 2017 by an Order in Council # 2326/2017 and the licence amended February 27, 2018].***

Mayor Caul finally did get the SFL renewal from BWPMC but only to find out that it was supposed to be renewed in March of 2017 but it was late (near the end of 2017 before it was renewed). When it was signed it was never made public. As a result, at the next Economic Development Executive Committee meeting Mayor Caul asked why Council was not aware of the term of the renewal was 2032. This meant that Resolute had the wood until 2032. Mayor Caul felt that the President of the BWFM should have known this and advised Council of these facts. The result is that all of the offers to purchase the Mill, Fort Frances would never have an operating mill. The BWPMC President advised that that was correct. This whole revelation did not sit well with the Mayor and determined that Council needed to hear about this. Mayor Caul felt that the private citizen's story is different to what Council has been told up to this point. The private citizen agreed to come to Council to discuss what has happened and since the Forestry Consultant and the President's name would come up in the conversation, this portion of the Council meeting was dealt with in-camera. The Clerk approved this.

June 9th meeting of the Economic Development Executive Committee (EDEC):

At a June 9th meeting of the Economic Development Executive Committee (EDEC) in-camera session, members of the Fort Frances Power Corporation (FFPC) were presenting an item related to an application for a FedNor feasibility study grant for a project that was proposed by the Fort Frances Power Corporation (FFPC). The meeting was interrupted by one of the Senior Staff of the RRFDC and subsequently the meeting was terminated.

Mayor Caul and the Acting CAOs present presumed that the Senior Staff member halted discussion because of potential conflict of interest one of the members of the committee may have. After the meeting, Mayor Caul and the Acting CAO's met to discuss what went on at the EDEC meeting and to consider the next steps. It was decided that a letter should be written to the RRFDC to object to their Senior Staff member's actions at the EDEC meeting of June 9th. Mayor Caul volunteered to sign the June 30th letter to the Executive Director of the RRFDC. It must be noted that two of the Acting CAOs had handed in their resignations and on top of that, the other two Acting CAOs advised that they would not

be taking on the role of the Acting CAO beyond their existing mandate. Subsequent to that, the Retired CAO came back on July 16th and stayed until August 18th when the new CAO was hired.

Telephone Call with the Forestry Consultant:

On June 15th the Forestry Consultant phoned but Mayor Caul did not get to the phone in time to pick up the call. She called the number back not knowing who it was that called. It turned out that it was the Forestry Consultant so they discussed the Executive Meeting held on June 9th. The Forestry Consultant advised that she heard from the President who was of the opinion that Mayor Caul had lost faith in him because of the questions she was asking. The Forestry Consultant wanted to know what questions Mayor Caul had. The Mayor advised that she had questions and concerns for both the Forestry Consultant and the President including when the BWFM took over they were operating under the old SFL number and if so why they were not operating under the new BWFM eSFL number. Also why is Resolute still allowed to keep using wood that is now designated for Fort Frances leaving no wood available for a new company to come in and operate. The new eSFL was extended until 2032, why was Council not privy to this information. When Mayor Caul asked these questions, the Forestry Consultant raised her voice and said she had questions too. She also said that without her and the President on this file, Fort Frances would not have a place at the wood supply table. She was angry in her tone and she hung up on Mayor Caul.

This complaint says that Mayor Caul asked the Forestry Consultant to resign. Mayor Caul was emphatic that she 'never said that and never intimated in any way shape or form' that she asked her or the President to resign. The next morning on June 16th at 11:18 a.m. Mayor Caul received a call from Councillor McTaggart who advised that he got a call from the Forestry Consultant the previous afternoon who told him she thought she had just been fired. Mayor Caul says she never ever used the word fired, never said she should find another job, never said whether or not she is doing the job that she should be doing – all Mayor Caul said is that she had other questions that need to be answered.

The Letter to the Rainy River Futures Development Corporation (RRFDC):

Subsequently, on Wednesday, June 16th there was a meeting with the Acting CAOs about their concerns with the Forestry Consultant. They discussed what should be done about it. The Forestry Consultant should not be talking to the Mayor that way, crossing her arms and stopping a meeting that way, etc. They thought letters should be written. They had questions about the wood block. The Acting CAO for that week and the Acting CAO for the next week got together so they could be brought up to date. The two Acting CAOs both crafted the letters of June 29th and June 30th. Mayor Caul proof read the letters and then volunteered to sign them. This has been a normal thing to do – signing letters crafted by the Clerk, Councillor Judson or even the Forestry Consultant in the past. These letters were sent only to the Executive Director of the RRFDC who obviously showed them to the Forestry Consultant and then replied to Mayor Caul. Mayor Caul said that all her comments were reiterating the concerns of Staff, including those who had taken on the role of Acting CAO. *"Obviously now I wish I had told them to sign their own letter instead of shouldering that myself."*

The Report from RRFDC Answering Eight (8) Questions about the SFL Terms:

There was a meeting at the Rendezvous where all the stakeholders met to discuss the SFL terms. Mayor Avis at the time suggested Caul attend to observe. She cannot recall the details of that meeting.

Mayor Caul was of the opinion that the report disclosed nothing new and did not answer all the questions that she had been asking. Also, she is not sure that the report answered all the questions that the management group had asked for in the letter. It did not address the audit nor the Enhanced SFL that was archived. This was a public meeting and provided the public with information that was important to the community. As for the Mayor costing the Town \$4000 for that report, the President is being paid by the Rainy River Future Development and partly the Town of Fort Frances and other municipalities therefore there is not an 'extra' cheque cut to pay for that report. Mayor Caul reported that the private citizen is on record as saying he learned from that report so it was worth the money. Mayor Caul agrees to the fact that she did not understand that Resolute maintained their wood basket and the renewal date of 2032. The Lawyer they hired did not find out about the audit of 2017 but for some reason they were reporting the audit of 2012.

Mayor Caul disputes that she went to all the meetings with the BBWFC and the information session and the only one she attended was at the Rendezvous and did not understand the presentation.

Mayor Caul said it was a shock that Resolute had the wood rights until 2032. Even now do Resolute have to do an audit in 2032? That is still not known.

Mayor Caul did not draft up that letter to the Executive Director of the RRFDC but she volunteered to sign it and that is where she got in trouble. She says she was not trying to be the CAO only trying to find answers.

Acting CAO versus the Full Time CAO:

I got the sense that Mayor Caul's understanding of the powers of the "Acting CAOs" is not the same as the full time CAO. There was nothing over and above what actual CAO would have taken on. So in that sense, the Acting CAOs were just keeping up with the day to day tasks. The Acting CAOs would not be getting the emails – they would all come to the Mayor and she would decide the disposition of the subject matter to whatever staff would be best suited to deal with the subject/issue. This was different because everything I get normally as a Councillor is different than what I now would be getting – emails that would normally be in the CAO's realm.

Mayor Caul on Repeated Allegations that She Was Acting in the Capacity of the CAO:

There were two occasions where this has proven out: 1) In the July 7th email to the Executive Director of the RRFDC she said *"Hi. I have been involved in the CAO role along with Administration since the CAO retired so I do feel I have the authority to ask question on behalf of Council concerns."*; and 2) the July 9th email to the Clerk and Councillor Judson where she said *"I was asked by Council to act in the CAO position along with administration..."*. The Mayor advised that she realizes that she cannot legally be the Mayor and the CAO at the same time. She knows that those two times she said that she was 'acting' CAO were wrong.

Mayor Caul says that she 'stupidly' said that she was asked by Council to act in the CAO position. She does not know why she put it that way. The only thing she did was sit in on the Managers Meetings. Caul said she has to own what she said. And she stepped in for the Clerk as the Clerk had no one to stick up for her.

The RRFDC agreement paragraph 25 says that *"The CAO of the Town will be the contractor, RRFDC official contact and will report to the CAO as needed between meetings"* (meetings meaning the Economic Executive Development Committee meetings).

Mayor Caul said she did know of this reporting arrangement. She felt that we did not have a CAO of any kind because the four acting CAOs were stuck in a position that they did not know what to do when the RRFDC issues came up and nobody stepped up to do anything.

I asked Mayor Caul what was her defense of implying or acting as or indicating to people that she had the backing of the Council and that she actively participating as one of the Acting CAOs? Council was asked by the Retired CAO if they had any problems with the Mayor sitting in on the Managers Meetings but she should have worded those statements differently and could have explained that better. She was assuming that the Retired CAO meant that she take an active role in the CAO's daily activities.

7. BACKGROUND INFORMATION NECESSARY TO UNDERSTAND THE CONTEXT OF THIS COMPLAINT AND THE RESPONDENTS ACTIONS

The retirement of the CAO:

The full time CAO of the Town of Fort Frances retired at the end of May, 2021. Prior to his retirement, he designated four senior staff to take over his duties as "Acting CAOs". An eight week schedule starting June 4th to July 19th, 2021 was developed. Each week, a different Acting CAO took over at 4:30p.m on each Friday and held the position until the next Friday at 4:30p.m. The CAO held a meeting on May 12, 2021 to discuss the details of the takeover and broadcasted the schedule and the results of that meeting to all Council, Managers and Senior Staff. Each Acting CAO had the same powers as the full time CAO and if any contentious issues arose they were to contact the retired CAO and he would come in. This schedule was to last until a full time CAO was hired by Council.

However, Council asked that the retired CAO return on July 16th and he came back to work and stayed until the new CAO commenced his position on August 18th.

The reason why this topic is important to this complaint is because the Complainant accuses the Mayor of acting as the CAO.

Seven Oaks, some property along the highway and Point Park:

The ownership of this property is in dispute and although it has less to do with this complaint, it is the subject of contention with one Councillor and the Mayor. The Mayor's meeting with the Town's Solicitors prompted emails back and forth by that one Councillor, the Clerk and the Mayor. All of Council was copied on the email thread. The reason why this topic is important is because the Complainant accuses the Mayor of acting as the CAO and part of Mayor Caul's reply in that email thread mentions: ***"I was asked by Council to act in the CAO position along with administration"***.

Meeting of the Economic Development Executive Committee

This committee was established in early 2021 in order for Council to track the issues, developments and development initiatives related to the forest industry and other business initiatives in the Town. At the June 9th meeting, under the In-camera session, a presentation was being made by a Senior Staff member of the Fort Frances Power Corporation (FFPC) and one of the Acting CAO's that concerned a proposed grant application to FEDNOR for a feasibility study to be undertaken by the BWPMC regarding biomass. Shortly after the presentation commenced, one of the Senior staff members of the BWPMC succeeded in stopping the presentation. Sometime after the meeting Mayor Caul and some of the Acting CAOs met to discuss what happened that the presentation was stopped and as a result a letter, dated June 30th, was crafted by the CAOs and sent to Executive Director of the RRFDC – the entity whose is responsible for the Senior staff of the BWPMC. In that letter, it attempted to address the 'issue' of that Senior staff member's actions at the June 9th EDEC in-camera discussion. The main issues addressed were that the Senior staff member interrupted the presentation and texted the Chief Building Official/Municipal Planner advising him not to answer a question posed by a member of Council related to the topic of

discussion. The letter takes issue with the Senior staff member of the BWPMC directing staff not to respond to Council during a meeting of the EDEC and furthermore that Senior BWPMC staff member cannot unilaterally direct any member to declare a conflict of interest – the onus is on the member himself/herself to declare any conflict of interest they perceive that they may have.

This letter is important to the Complaint because instead of the CAO of that week signing the letter, Mayor Caul signed the letter when it is clearly states in the agreement (Article 25) with the RRFC that only the CAO is to address staff issues.

Telephone Conversation between Mayor Caul and the Forestry Consultant of the BWPMC

On June 15th the Forestry Consultant of the BWPMC telephoned Mayor Caul to discuss matters she perceived were contentious issues of the Mayor. Mayor Caul missed the telephone call and she phoned the number back. Mayor Caul told the Forestry Consultant that she had some questions for her and the President of the BWPMC about wood rights, and whether or not Fort Frances and the Rainy River District are able to see the benefits. According to the Mayor, the Forestry Consultant became agitated, raised her voice and hung up. This conversation was addressed in the June 30th letter to the Executive Director of the RRFC complaining that *“it is simply not acceptable for a contracted consultant to behave this way towards out staff, community partners, and members of Council. Please be advised that if this conduct continues, we will be forced to look elsewhere for these services”*. This phone call is important because the Complaint contends that Mayor Caul spoke to the Forestry Consultant on the false pretense that she had direction from Council to do so. Furthermore, the Complainant contends that Mayor Caul accused the Senior Staff of the BWPMC of withholding information and went on to contend that Mayor Caul asked for the President’s resignation and would also be open to receiving the Forestry Consultants resignation as well. This telephone conversation is important to the Complaint because Mayor Caul had no authority to request any of the BWPMC to resign and therefore allegedly overstepped her authority.

The Closing of Resolute Forest Products Mill – a major employer of the Town of Fort Frances

In 2014, Resolute Forest Products Inc. started to close their Pulp mill situated in the downtown core of the Town. Resolute was the holder of the Sustainable Forest License issued by the Ontario Minister of Natural Resources and Forestry (MNRF). The SFL has been held by this entity for many years. The SFL covered the Crossroute and Sapawe forests. Resolute and the Ministry of Natural Resources and Forestry (MNRF) entered into negotiations to determine the conditions and terms of the SFL carrying forward after the shuttering of the Mill. The result of those negotiations saw a new enhanced Sustainable Forest License (eSFL) issued to the Boundary Waters Forest Management Corporation (BWPMC). The BWPMC was created to amalgamate the Crossroute and Sapawe forests into one ‘forest’.

The License was executed and delivered by the Ministry of Natural Resources and Forestry September 10, 2020. The term of this licence was extended by an Order in Council on December 13, 2017 and expires on the **31st day of March 2032** but may be extended in accordance with section 26(4) of the *Crown Forest Sustainability Act*.

The management of the forests was transferred to the Boundary Waters Forest Management Corporation, **prior wood commitments were not altered**. The wood directives could not be changed when the Ministry transferred the Sustainable Forest Licence from Resolute to Boundary Waters Forest. It was a condition of the negotiations that the minister’s commitments would move from one SFL to the other. That meant that Resolute had the bulk of the wood commitments and Boundary Waters Forest Management Corp. had only the surplus or excess wood allotments to entice new industry to the Town.

Since the announcement of the Mill closing, the Council of the Town of Fort Frances has been active in trying to secure a replacement mill or industry to recover the employment lost because of the closing.

Since Resolute maintained their prior wood commitments, they determined the use of the bulk of the wood harvest.

The Boundary Waters Forest Management Corp (BWPMC) has nine (9) Class A shareholders (including seven First Nations) and four (4) Class B shareholders. The shareholders are all local businesses (including Resolute) which means that BWPMC can control 'where' the wood fibre is used. The 2020 to 2030 Forest Management Plan distributes the wood fibre to the following businesses:

Norbord	23.44%
Nickel Lake Lumber	2.08%
Resolute	66.94%
Manitou FP *	2.08%
BioPower SE *	5.46%

*Consumption rights are contingent on executing an MOA with BWPMC

This allocation means that three companies – Norbord, Nickel Lake Lumber and Resolute – claim 92.46% of the harvested wood allocations in the ten years from 2020 to 2030. It also means that only 7.54% of the wood harvest can be allocated to other businesses like Manitou and BioPower. However, BWPMC can also try and find a market for parts of the forest that have not been traditionally used like the tops, limbs and scrap timber.

The closing of the Resolute mill is important to this Complaint because the resulting actions – the establishment of a new Crown Forest (the Boundary Waters Forest); the transfer of the Sustainable Forest License – presented many challenges for the community and the Council. This is important to the Complaint because of the complex results of the eSFL and the terms of it, were not fully understood by the Mayor and some Council members. Consequently, this misunderstanding or gaps in the eSFL terms resulted in mistrust of some Senior Staff by Mayor Caul.

Council Meeting of June 14, 2021

Mayor Caul invited a citizen of the community, who was a retired member of the Towns Economic Development Committee, and a person who took it upon himself to research the transfer of the old SFL held by Resolute to the BWPMC. His research has been the subject of many letters to the editor in the local newspaper. It is my contention that this citizen's interest and his letters to the editor piqued the interest of Mayor Caul with information that she may not have been aware of. Part of that information was the fact that Resolute held the rights to the bulk of the wood fibre and the fact that those rights would be held to March 31, 2032. This individual was invited by Mayor Caul to make a presentation to Council scheduled for June 14, 2021. The meeting was held In-Camera (Closed Council Session) because the presenter took issue with some of the information he felt was not supplied to Council by the Staff of the BWPMC. In addition, this individual felt that the 'Forest Audit' undertaken at the end of the life of the previous SFL holder, had serious flaws. Mayor Caul wanted the rest of Council to hear, officially, the research this person had uncovered. This is important to the Complaint because this report alluded to misinformation or gaps in the information provided by Senior staff of the BWPMC to the Mayor and Council. In my opinion, the report made at this in-camera Council meeting triggered further action from Mayor Caul that resulting in allegations in the Complaint that the Mayor overstepped her authority.

Contentious Issues between Mayor Caul and the BWPMC

The report presented by a concerned citizen at the June 14, 2021 Council meeting left Mayor Caul questioning the information or her 'perceived' lack of information she was getting from her own Staff regarding the terms and conditions of the eSFL. Parts of the information gleaned from the report on the June 14th Council In-camera session, Mayor Caul felt it was not collaborated by any of the BWPMC Staff. As a result, on June 29th, Mayor Caul requested a formal report from the RRFDC on the Sustainable

Forest License and the BWFCM full update on eight (8) items. This request was to be received by Wednesday, July 7, 2021 and it was presented to Council by the Senior Staff of the BWFCM on July 12, 2021. The Report contained several references to four (4) dates whereby the information presented in the report was previously made available to Council. This is important to the Complaint because the July 12th report had much of the information already provided to Council on four other occasions and therefore was redundant but also cost extra to make, especially over the July 1st holiday weekend.

Letter of June 30th from the RRFDC to Mayor Caul

On June 30th, Mayor Caul sent a second letter to the Executive Director of the RRFDC raising complaints about the Forestry Consultants alleged misconduct during the June 9th EDEC meeting. This letter prompted a rebuttal to the Mayor's allegations made against RRFDC staff and questioning whether the Mayor was acting on her own accord or under some other authority. The letter goes on to say that under authority of Article 25 of the Service Agreement between Fort Frances and the RRFDC, the RRFDC will report to the CAO as needed between meetings. In addition, the RRFDC will report to the EDEC at each regular meeting unless otherwise specified by the committee, and will receive direction from the EDEC and Council as a whole. The letter also asked for clarification of the municipalities understanding of the reporting structure. This letter is important to the Complaint because subsequent to this letter, an email thread between the Executive Director of the RRFDC and Mayor Caul prompted Mayor Caul to justify her letters about staff issues and request for a report saying: "*I have been involved in the CAO role along with Administration since the CAO retired*".

8. SUMMARY OF FINDINGS

a. USING "PERSONAL MATTERS" EXEMPTION MUNIC. ACT Section 239(2) TO MOVE AN ITEM INTO CLOSED SESSION - UNSUBSTANTIATED

Mayor Caul placed an item – License Update – on the Closed Session of Council on June 14, 2021 under the exemption of the Municipal Act section 239 [...] (2)

A meeting or part of a meeting may be closed to the public if the subject matter being considered is, [...] (b) personal matters about an identifiable individual, including municipal or local board employees.

The Clerk in the case of Council, or the secretary in the case of a local board, must take this definition into account when determining whether to recommend that a matter be deliberated in closed session. It must be remembered that the exemptions stated in the Municipal Act Section 239 (2) are the exceptions and not the rule. It is the intent of the legislation that Councils hold all meetings in the public's view.

Finding:

In a ruling regarding the County of Norfolk, the Ombudsman stated that:

Generally, information that pertains to an individual in their professional capacity will not fit within the personal matters exception. However, in some cases information about a person in their professional capacity may still fit within the exception if it reveals something personal[3] or relates to scrutiny of an individual's conduct. For example, information about an employee's job performance is considered personal information.

Interviews of Councillors that attended the June 14th meeting revealed that two individual Senior Staff were mentioned during the presentation.

b. ACTING AS THE CHIEF ADMINISTRATIVE OFFICER – SUBSTANTIATED

Finding:

I found two occasions where Mayor Caul mentions that she is acting in the role of the CAO.

The first instance she replied in an email to one of the Councillors that ***“I was asked by Council to act in the CAO position along with administration...”***

The second instance she replied to a Senior Executive that ***“I was asked by Council to act in the CAO position along with administration”***.

Both of those occasions violated section 259 of the Municipal Act and section 5.0 of the Council/Staff Relations Policy and Article 25 of the Service Agreement between Fort Frances and the RRFDC and section 5.1.1 of the Procedural By-law

The Mayor has no role in the Administrative side of the operations. The CAO, or the Acting CAOs should be consulted and relied on to carry out their duties under the Council/Staff relations policy.

c. THE CAO AND THE STAFF - SUBSTANTIATED

Finding:

The Mayor violated the Council/Staff Relations Policy 6.0 subsection 2 and the agreement with the Rainy River Futures Development Corporation Article 25 in her letters to Executive Director on June 30th attempting to address the issue she had with the staff of the Boundary Waters Forest Management Corporation. The issue should have been addressed by the Acting CAO.

The onus is in on the Acting CAOs to do their job and perform their important roles within the policies of the municipality and the Municipal Act. Separation of the roles between the Head of Council and Staff cannot be over emphasized.

d. TELEPHONE CALL BETWEEN MAYOR CAUL AND THE FORESTRY CONSULTANT – PARTLY SUBSTANTIATED AND PARTLY UNSUBSTANTIATED

Finding:

Interview with the BWFMC Forestry Consultant:

The conversation “went poorly”. The purpose of the phone call was to answer any questions/concerns the Mayor had. The Mayor was ‘hostile’. *“The Mayor did not make sense within any context the Forestry Consultant had with the Mayor before. Mayor Caul was pointing at the President and was withholding information from Mayor Caul and Council. Mayor Caul was very concerned about our performance and implied that BWFMC had an agenda separate from the Town’s. Mayor Caul represented herself as speaking for Council.”* The Forestry Consultant said that Mayor Caul did not ask for resignations. . The Forestry Consultant asked: *“are you asking for resignations?”* ... the Mayor replied: *“We have significant concerns”*. The Forestry Consultant said: *“the Mayor did not say those words but to leave that conversation and not take the notion that the Mayor was asking you to quit would be to have to hear an entirely different conversation”*.

Mayor Caul has said she did not ask for any resignations. Mayor Caul did not seem to know the eSFL terms and the renewal date of 2032 and thinks the old SFL would just be transferred to the BWFMC and they would have full control of the wood supply and who could use it. Mayor Caul did not say what information was missing but was advised that *“all information that she needed was in those conversations and reports tables on numerous occasions that the President of the BWFMC had with Council”*. In the Forestry Consultant’s opinion, *“a year before Mayor Caul is conflating in her mind around the SFL and the Independent Audit and a year before she would have understood everything”*. The Forestry Consultant mentioned that *“Mayor Caul is a smart and lovely person”*

Interview with the President of the BWPMC:

The President advised that there is a *“lack of understanding but in all fairness this is complicated stuff”*. I asked the President if Mayor Caul expressly ask for his resignation and he replied she did not ask him nor did she suggest or imply that he resign.

There is a study/investigation going on right now to calculate the excess softwood (e.g. the slash and the tops that could be grinded up for biomass pellets) to determine other business opportunities.

Mayor Caul implied she had the blessing of Council. However, the only indication that the Mayor may have had Council’s prior approval to address these issues with the two Senior Staff, might have been indicated in the Council minutes of June 14th that made reference to the In-camera session - Section 10.1 *“Council supported Mayor Caul to move forward as directed”*. I was not able to determine what that direction was.

In her letter of June 30th to the Executive Director of the RRFDC, Mayor Caul wrote: *“Please be advised that if this conduct continues, we will be forced to look elsewhere for these services.”*

I pointed this out to the Mayor during one of our interviews and asked her how that would happen and she said that it was not Council’s option to fire the Staff – it would not happen.

Nonetheless, the Council/Staff Relations Policy and Article 25 of the Service Agreement between Fort Frances and the RRFDC was breached along with section 5.1.1 of the Procedural By-law that says: No individual Council member may direct any member of staff to perform such duties that have not been authorized by a resolution of Council. Mayor Caul is also reminded of section 8.3 of the Code that says: Every Member shall show respect for staff and Officers, and for their professional capacities and responsibilities.

It is important that the Head of Council not over step the authority of Council when dealing with any of the Staff and bring into play legal actions that the Council may be forced to contend with.

e. MAYOR CAUL’S REMARKS AT THE JUNE 28TH COUNCIL MEETING - UNSUBSTANTIATED

Finding:

The minutes of the June 28th Committee of the Whole meeting contains the following regarding Mayor Caul’s remarks:

“Mayor June Caul – A Verbal Update was provided congratulating the OPP Drug Enforcement Team on recent local drug bust, update on Naicatchewenin First Nations evacuation, various community concerns respecting the international bridge, ESFL – wood allocation, railway to Rainier, new CAO decision and finally an update on a recent webinar for mayors delivered by George Cuff.”

A copy of the Report was obtained. All Councillors that were at that meeting, except one, did not think that the Mayor made false accusations, claims and statements contributed to the senior staff of the BWPMC.

f. MAYOR CAUL’S LETTER TO THE RRFDC - SUBSTANTIATED

Finding:

The Mayor’s letter of June 29th clearly states *“I am requesting a formal report on the Sustainable Forest License and the Boundary Water Forest Management Corporation specifically a full update on at least the following items: (she listed 8. Items).*

There is no evidence that Council or the EDEC authorized this report. This violated the Council/Staff Relations Policy Section 6.0 subsection 3. Use of Officers & Staff Time – Members of Council should use Officers and Staff time thoughtfully. Requests from Council take Officers and Staff time away from other issues or problems that may need attention. Members of Council should be discouraged from asking for Staff reports in an effort to delay potentially an unpopular decision.

Also, the Procedural By-law section 5.1.1 was violated – directing staff without a Council resolution approving the request.

Even though it will take time to obtain prior approval from Council to sanction a report like this, it is imperative that the Mayor obtain Council's approval and once Council collectively decides such a report is beneficial, they can request it.

In addition, it is important to note here that should the Mayor require information about a complicated subject such as the terms of the eSFL, she should rely on the expertise of the staff of the BWPMC. The Acting CAO can facilitate an information session which would have been a better use of Staff time. Council Procedural By-law promotes this by saying: Council Members will liaise with the Chief Administrative Officer on any given matter concerning the municipality.

g. MAYOR CAUL'S SECOND LETTER TO THE RRFDC: - SUBSTANTIATED

Finding:

The letter makes mention that the Forestry Consultant interrupted the presenters and stopped the meeting of the EDEC of June 9th and advised the Chief Building Official/Municipal Planner to not answer a question posed by a member of Council related to the topic of discussion.

Mayor Caul and the Acting CAOs were under the impression the Forestry Consultant had the meeting interrupted because she felt there was a member of the Committee that had a conflict of interest.

Mayor Caul stated that the Forestry Consultant did not have the authority to direct staff and neither did she have the authority to make the decision that a member had a conflict of interest.

Sometime after that meeting on June 9th, the Mayor and the Acting CAOs met to discuss what happened at that meeting and crafted a letter that Mayor Caul volunteered to sign.

The Acting CAO of that week should have signed the letter.

In my interviews with the Forestry Consultant, the reason she interrupted the presentation was because of confidentiality reasons. The BWPMC were negotiating a business initiative with a company and further discussion would have brought details of that initiative out into the public realm. The discussions would have been better dealt with by Council in-camera.

I interviewed the Chair of this committee and he explained what happened. This committee is unique because there are members on it that are not members of Council – they are appointed from the community. Because that is a new practice there was some confusion from Council as to whether we can proceed in-camera with those members present. As a result of that there was some objection to proceed with that item with those individuals present. The Forestry Consultant objected to the proceedings on that basis. The question was, if those members are governed by the Code of Conduct are they entitled to be present for in-camera items. But it did not make sense that they should proceed with an in-camera item only to repeat the same discussion four days later at a Council in-camera meeting. In the meantime the Clerk was asked for clarification. If any member of the Committee had questions they should have raised a 'point of order'. It was not clear if the Forestry Consultant used those words but the Chair understood it that way.

The Mayor violated the Council/Staff Relations Policy Section 5.0 and the Service Agreement with the Rainy River Futures Development Corporation Article 25 in her letters to Executive Director on June 30th attempting to address the issue she had with the staff of the Boundary Waters Forest Management Corporation. The issue should have been addressed by the Acting CAO as stated in Council's Procedural By-law section 5.1.4 – Council members are encouraged to request information directly from the CAO.

In addition, the Acting CAO of the week could have easily asked the Chair or the Forestry Consultant about the situation before assuming anything. It would have been as simple as communicating with the applicable staff or the chair before issuing such a letter. This is emphasized in section 5.1.4 of the Procedural By-law.

h. MAYOR CAUL'S EMAILS TO THE EXECUTIVE DIRECTOR OF THE RRFDC – SUBSTANTIATED

Finding:

An email from June Caul to the Executive director of the RRFDC stated: *"I have been involved in the CAO role along with Administration since the CAO retired, so I do feel I have the authority to ask questions on behalf of Council concerns"*.

The Mayor violated the Council/Staff Relations Policy Section 5.0, section 5.1.1 of the Procedural By-law and overstepped her authority given to her by the Municipal Act. The process cannot be clearer.

i. UNNECESSARY REPORT REQUEST – SUBSTANTIATED

Finding:

In the Executive Director's report he makes mention in four (4) different sections of his report that the information requested by the Mayor has been made available to Council on October 2, 2019, January 29, 2020, September 9, 2020 and November 23, 2020.

The Mayor claims that she attended one (1) information meeting where the SFL was discussed but she had no knowledge of the extent Resolute had the bulk of the wood basket and that the eSFL's renewal date was stretched out to 2032. In my interviews with Council there were some who, like the Mayor did not know the SFL details and some that did know the commitment to Resolute's and the fact that the next renewal of the SFL would be 2032.

In addition, after Mayor Caul's first interview, I went on the BWPMC website and the SFL terms and renewal date is easy to find.

I also obtained a copy of a power point presentation of September 5, 2019 where the MPP and representatives from the Ministry of Natural Resources and Forestry gave a presentation to some Council members and Senior Staff in the Committee Room at the Civic Centre. This presentation explains the "Wood Supply and the Management" of the Boundary Waters Forest. This presentation was given right around the time of the controversy of the Mill and the wood rights. Questions were asked at that meeting about the exclusive wood rights given to the previous licensees and the Province replied that they have done their diligence on this and despite what the Act says we do have a common law duty to the existent licensee, who has made investments in managing the forests, and, the Province would be exposed to significant litigation if they did not conduct themselves and maintain some of their expectations about the license that they had.

This violated the Council/Staff Relations Policy Section 6.0 subsection 3. Use of Officers & Staff Time – Members of Council should use Officers and Staff time thoughtfully. Requests from Council take Officers and Staff time away from other issues or problems that may need attention. Members of Council should be discouraged from asking for Staff report in an effort to delay potentially unpopular decision. Again, section 5.1.1 was also violated because no Council resolution was requested.

j. UNNECESSARY COAT OF THE REPORT - SUBSTANTIATED**Finding:**

Councillor Judson's letter to Council about his concerns of the Mayor acting outside of her authority he states that *"the report was generated by the RRFDC over the Canada Day long weekend. When I inquired last night (July 12th), I was informed that this generated a consultant bill of over \$4,000 for the Municipality."*

While the report was prepared by the President of the BWPMC over the Canada Day weekend, it is not clear whether this resulted in 'extra' costs to the Town or whether the Staff wages were part of their yearly salary and not 'extra'. However, the writer clearly points out that since the information had been given to Council over the last few years, there is a cost to put this report together. In addition the RRFDC consulted their solicitor as to the legality of the request and that resulted in a \$900 invoice.

This violated the Council/Staff Relations Policy Section 6.0 subsection 3. Use of Officers & Staff Time – Members of Council should use Officers and Staff time thoughtfully. Requests from Council take Officers and Staff time away from other issues or problems that may need attention. Members of Council should be discouraged from asking for Staff reports in an effort to delay potentially an unpopular decision.

k. COUNCILLOR JUDSON'S LETTER - SUBSTANTIATED**Finding:**

Councillor Judson wrote a letter to Council in which he outlined four (4) concerns he had with Mayor Caul "acting outside of her authority". The letter concluded with the expectation that *"further discussion of these issues will take place, perhaps including the Special Council Meeting that has been called for July 14th"*.

At the writing of this report, no such meeting or discussion has taken place.

9. CONCLUSIONS

Misinformation about **why** the presentation at the June 9th EDEC meeting about a potential grant application for a feasibility study was halted, in my view, prompted the Acting CAO staff and the Mayor to write that letter to the RRFDC Executive Director. The discussion was halted in order not to potentially violate the private negotiations with a client of the BWPMC that should not have been made public. The discussion was better suited for a Council In-camera meeting not at the EDEC meeting. Communications could have been better and avoided the confrontation with the BWPMC and the RRFDC Staff.

In my interview with the Mayor she inferred that pertinent information was missing regarding the terms of the eSFL and the renewal date. She felt that this information should have been clearly provided to Council. Her complaint about the Staff of the BWPMC focused on that "missing" information. The Mayor was concerned that while Council hoped to spearhead a replacement industry for the closed Resolute plant, their efforts were unsuccessful because Resolute had the bulk of the rights to the wood supply right up to 2032. It was clear to me that the Mayor felt Council's efforts would have been better spent on other initiatives had everyone known the full terms of the eSFL.

Interviews with Mayor Caul and the Forestry Consultant made it clear to me that both parties were not in a cordial mood during that conversation. The Mayor saying *“the Forestry Consultant raised her voice and said she had questions too and was angry in her tone and ended up hanging up on the Mayor”*. Conversely, the Forestry Consultant said *“Mayor Caul was hostile (probably a strong word to use) and she was particularly pointing at the President, has withheld significant information from her and Council and that we didn’t provide them with important information in order for Council to make decisions and this had been an ongoing problem and she used verbiage like ‘She was very concerned about our performance and implied that the Forestry Consultant and the President had an agenda separate from the Towns. I was a very uncomfortable and shocking conversation and up until this time the Mayor or the CAO had not represented any concerns of the RRFDC or any of the Consultants”*.

Despite the unfriendly banter during the telephone call, the Forestry Consultant retains no animosity toward the Mayor and perceives her to be a smart and a lovely person.

I believe the fact that the Mayor was not aware of the terms of the eSFL - the bulk of the wood harvest retained by Resolute, Nickle Lumber & Norbord (92.46%) and the renewal date of 2032 – prompted the bulk of the Mayor’s actions and therefore the breaches of the Code, the Municipal Act, the Service Agreement with the RRFDC and the Procedural By-law.

In addition, the Mayor began to listen to the concerned citizen who wrote several letters to the editor of the local newspaper about how the SFL was transferred to the BWPMC and she suddenly realized that some of the information that this citizen was stating had new information and perhaps information contradictory to what Council may have been receiving from their own Staff. In speaking with the President of the BWPMC, I am quite confident that he and his staff were watching the negotiations between the Province and the Mills very closely. It was clear to the President that the transfer of the enhanced Sustainable Forest License to the BWPMC would not have happened without the terms that were negotiated. While Resolute, Nickle Lake Lumber and Norbord secured 92.46% of the wood until 2032, the benefits to the Rainy River District and the Town of Fort Frances are that the shareholders of the BWPMC controlled where the wood fibre went and any surplus fibre could be used to entice other industries to the district.

In order to keep Council informed and on top of the new initiatives at enticing new industry to the Town, the Council established the Economic Development Executive Committee (EDEC) in January 2021. The BWPMC reported on a regular basis to that Committee. However, by that time the eSFL was transferred and all of the terms were finalized. If the Mayor was seeing the efforts of the BWPMC being focused on only a small portion of the wood supply, she would have been confused as to why another major industry could not be secured and mistrusted the performance of the Forestry Consultant and the President.

In my opinion, the retirement of the CAO was a major factor in the actions taken by the Mayor. In May 2021 the CAO set up a schedule of Acting CAOs which would suffice until a new CAO was hired. It was an eight week schedule with four different Senior Staff slotted to assume the role of ‘Acting CAO’. Three of the four Acting CAOs would be candidates/applicants for the new CAO position. A Staff meeting was held and the Mayor and Deputy Mayor were invited to attend. During that meeting (there are no minutes available), it was agreed that the Mayor would receive all of the CAO’s emails and correspondence and she would direct those emails and correspondence to the Senior Staff (including the Acting CAO of the week) and Managers so that each issue would be handled by the proper department. A caveat agreed upon was that if a major issue came up the retired CAO would be contacted and he would come into the office and handle it. It is my contention that the Mayor, having

the duty to receive the retired CAO's emails and correspondence, took on what looked to be an active role in the CAO position – albeit voluntarily.

In Mayor Caul's words: *"The Acting CAOs would not be getting the emails – they would all come to the Mayor and I would decide the disposition of the subject matter to whatever staff would be best suited to deal with the subject/issue. This was different because everything I get normally as a Councillor is different than what I now would be getting – emails that would normally be in the CAO's realm. That was Doug Brown requesting that".*

Furthermore, in speaking to Mayor Caul, she was of the opinion that the 'Acting' CAO role is different than the full time CAO position. Ergo in her mind, her involvement in the Administration was obvious. But, in speaking with her, she realizes that she cannot legally be the CAO in any shape or form. Having said that, I believe her propensity to help was the overriding thing that propelled her into the CAO realm more than she should have been. Sitting back and seeing the issues arise and not taking an active role in trying to rectify them was not in her character. When I interviewed the Retired CAO, he stated that when he came back to work on July 16th (and stayed until Aug. 18th when the new CAO was hired) he could not believe how much things had changed for the worst. The Retired CAO believed that Mayor Caul was over her expertise but she was doing it in good faith just to get through the process until Council hired a new CAO.

In my opinion, the role of the Head of Council & CEO from the description in the in the Municipal Act, can be easily misunderstood. The role and responsibilities of a head of Council differ from those of a corporate chief executive officer in a meaningful way: the head of Council does not have the same powers as the CEO of a corporation. More specifically, unlike a corporate CEO, the head of Council does not have the power to commit the municipality to anything unilaterally. The head of Council becomes a trustee in the public interest when she accepts the role and that trust is in danger when imprecise analogies are drawn. Any erroneous belief that the Mayor, by virtue of being described as the "chief executive officer of the municipality", without Council's agreement or approval, underpins the lack of transparency and accountability. Council as a whole is the directing mind of the municipality – not the individual members. Council members must not seek to wield that power unilaterally or away from the Council chamber. Explicit Council authorization should be required where Council delegates its authority to a specific member of Council. Council's silence is not the same as Council's consent.

10. RECOMMENDATIONS

This complaint has forced Mayor Caul to see the where she has overstepped her mandate as Head of Council. Gone are the days of 'small town' politics where Councillors paid a visit to the Town's solicitor or meet one on one with Senior Staff about an issue or meet with the road superintendent/foreman to discuss a specific project. Municipal Councils are the directors of a multimillion dollars corporation and there is a growing culture to act like one. Municipalities are creatures of the Province and recent legislation changes like the Accountability and Transparency section of the Municipal Act, are formalizing the way the corporation operates.

The head of council has a prominent and very public profile. Many citizens within your municipality will have high and often varied expectations for the head of council. The head of council must find a way to balance these expectations and special responsibilities. **Municipal decisions, however, are made by council as a whole. Generally, the head of council does not have any more power than any other member of council to make decisions on behalf of the municipality. Each member of council is equal to the other and only has one vote.** I have been told that the decision to allow the Town's solicitors to contact the Provincial solicitor at the meeting of June 25th was the only time Mayor Caul had made a fundamental decision away from the Council chamber. This being an anomaly, she apologized to Council at the June 25th Council meeting.

During the Summer of 2021, circumstances such as the CAO retiring, the efforts to replace the major employer in the Town and the Mayor and Council keeping up with the complex terms of the new Sustainable Forest Licence are all contributing factors to the Mayors actions in my view.

I also feel the Mayor was relying too much on the narrative of a concerned citizen regarding how the transition from the previous holder of the SFL to the new Boundary Waters Forest Management Corp. materialized. The subject matter is very complex and Mayor Caul should have trusted her Staff to act in the best interest of the Town. Most of the accusations submitted by the complainant are substantiated. What is not documented is the miscreant actions of Mayor Caul were done with no malice but with the best interests of the Town in mind. Whether it was a lack of experience or lack of thought, it is my opinion that Mayor Caul could have recognized that putting herself in the midst of the Administration as an active participant was wrong. She had the where withal to ask advice of the CAO, even though he was retired. He would have been extremely helpful should she have gone to him for advice on each and every major concern she had. He was a phone call away and would have been able to provide a 'readers digest' explanation of the terms and conditions of the SFL transfer. The CAO and the Head of Council normally have a close working relationship. Communications solve a myriad of problems. Mayor Caul should remember the four words that define good communications: ASK MORE, TELL MORE. A walk across the hall to the CAO's office and you will find a wealth of information about the inner workings of the Corporation and what's going on. Because the Mayor is so much in the public eye, she cannot assume things. She is expected to have the answers to Council questions and the media's inquiries.

I recommend that Mayor Caul refresh her memory on the role of the Head of Council. This can be done online by studying the Ministry of Municipal Affairs: **Ontario Municipal Council's Guide**. I am sure that Mayor Caul has been exposed to this guide in this or a previous term on Council.

I am not recommending any sanctions for Mayor Caul as a result of her actions during the summer. Council has hired a new CAO and Mayor Caul has professional expertise to help and guide her. It is imperative that she use her Staff for the knowledge and advice that they can give her.

I recommend Council receive this report for information.

Paul S. Heayn,
Integrity Commissioner for the Town of Fort Frances
41 Clearwater Cres.
Dryden, On P8N 3H8

SCHEDULE “A”

A. Introduction

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

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

B. Standards of Conduct

i. The Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. The *Municipal Act, 2001*

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

224 It is the role of council,

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

225 It is the role of the head of council,

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

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

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

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

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

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

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

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

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

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

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

iii. The Council/Staff Relations Policy

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

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

2.0 Purpose

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

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

5.0 Clarification of Roles

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

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

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

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

6.0 Guiding Principles

1. *All Members are Equal*

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

2. *Chain of Command*

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

6. *Politics vs Management*

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

7. Respect Above all Else

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

7.0 Complaints/Contraventions/Enforcement

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

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

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

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

iv. The Workplace Harassment Policy

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

2. Scope [...]

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

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

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

3. Definitions

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

Workplace Harassment:

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

Bullying:

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

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

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

4. General Guidelines

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

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

v. The Procedural Bylaw

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

5.1 Council and Head of Council

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

5.1.1 Individual Authority – not provided

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

5.1.2 Established Policies – Members – respect

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

5.1.3 Council – liaison with CAO

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

5.1.4 Information – by Staff – Members of Council

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

5.1.5 Questions – operational concerns – complaints

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

5.2 Chief Administrative Officer, Clerk and Municipal Administration

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

C. Events of Concern

i. Acting Chief Administrative Officer

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

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

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

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

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

ii. June 14, 2021 Meeting of Council

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

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

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

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

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

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

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

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

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

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

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

26. During Mayor Caul's phone call with Ms. Drydale, she accused Ms. Drysdale, Mr. Willick, and the RRFDC of withholding material information from the Town and Council about the ESFL for the Boundary Waters Forest. She claimed that there was some political or personal "agenda" for having done so. When Ms. Drysdale pressed Mayor Caul for what information was withheld from her, she declined to specify particulars.
27. Mayor Caul went on to ask Ms. Drysdale for Mr. Willick's resignation, to state that she did not have confidence in Mr. Willick, and to state that she would be open to receiving Ms. Drysdale's resignation as well. As a result of Mayor Caul's conduct towards her, Ms. Drysdale informed the RRFDC not to renew her contract.
28. At no time was Mayor Caul authorized to make these statements by Council nor was she otherwise empowered under the Agreement, the *Act*, or any other policy, resolution, or instrument of Council.

iv. June 28, 2021 Meeting of Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

viii. July 12, 2021 Report to Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Contraventions of the Code of Conduct

55. Mayor Caul contravened sections 1.2, 5.1, 6.1, 7.1, 7.2, 8.1, 8.2, 8.3, 8.5, 11.1, 13.1, and 13.2 of the Code of Conduct.
56. Mayor Caul contravened sections 1.2(a), 1.2(c), 1.2(d), 1.2(f), and 5.1 for the reasons specified herein and in the subsections related to the Mayor's breaches of the *Act*, the Council/Staff Relations Policy, the Workplace Harassment Policy, and the Procedural Bylaw.
57. Mayor Caul contravened sections 1.2(a), 1.2(c), 1.2(d), 6.1, 7.2, and 8.3 by not conducting herself in a civil and respectful manner during meetings and by using indecent, abusive, and insulting words, tone, and expressions, and by maliciously and falsely injuring and impugning the professional reputation of Town personnel, specifically:

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

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

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

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

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

ii. Contraventions of the *Municipal Act, 2001*

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

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

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

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

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

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

iv. Contraventions of the Workplace Harassment Policy

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

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

v. Contraventions of the Procedural Bylaw

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

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

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

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

E. Suggested Witnesses

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

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

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

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

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

F. Conclusion

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

Index of Tabbed Materials Referred to Above

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

Tab 1

Re Interim Acting CAO schedule from May 21 to July 19

Doug Brown <dbrown@fortfrances.ca>

Wed 2021-05-12 9:12 AM

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

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

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

Final Interim Acting CAO Work Schedule- next 8 weeks

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

Also couple of other points of clarifications;

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

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

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

Tab 2

TOWN OF FORT FRANCES

AGENDA - June 14, 2021

MEETING - Virtually

Page

1. **COUNCIL MEETING**

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

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

2. **Consent Agenda:**

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

REG CONSENT Pride Flag

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

REG CONSENT request from Military Svc Recognition

REG CONSENT supporting Military Svc Recognition Book

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

REG CONSENT 2021 front st truck route

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

REG CONSENT ltr from NewFort Developments re 814 Scott Street project

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

Summer Day Camp

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

[REG CONSENT ltr from Neurinski](#)

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

[REG CONSENT FFCBC request temp fencing for event](#)**3. Approval of Council Minutes: ***

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

4. Approval of Committee of the Whole Minutes: *

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

5. Resolutions from tonight's Committee of the Whole meeting**6. By-Laws:**

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

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

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

[by-law 28~21 agreement with Computational Hydraulics for 21-OF-05 rfp award for Master Stormwater Mgmt Plan](#)[by-law 28~21 schedule A MasterStormwaterPlan_ClientEngineerAgreement_May2021](#)

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

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

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

[by-law 30~21 environmental services agreement Shevlin Wood Yard](#)[by-law 30~21 schedule A KGS Engineering Services Agreement - RFP 2021-PD-08_V.01.01](#)

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

at the Fort Frances Municipal Airport.

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

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

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

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

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

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

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

7. New Items:

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

[Bridge Resolution v3](#)

8. Information Correspondence:

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

[REG INFO resolution Ford-Perth](#)

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

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

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

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

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

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

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

[REG INFO FW_Rainy Lake Flooding Claims](#)

- 8.6 Township of Rideau Lakes re: Resolution Cemetery Funding

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

8.7 Municipality of Calvin re: Resolution Dead End Roads

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

9. Minutes of Local Boards / Committees:

9.1 Committee of Adjustment - April 14, 2021

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

9.2 Community Services Executive Committee - April 19, 2021

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

9.3 Police Services Board - April 23, 2021

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

9.4 Economic Development Executive Committee - May 5, 2021

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

9.5 Planning & Development Executive Committee - May 17, 2021

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

9.6 Administration & Finance Executive Committee - May 18, 2021

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

9.7 Operations & Facilities Executive Committee - May 19, 2021

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

10. In-Camera:

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

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

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

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

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

11. Public Session Resumes:

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

13. ADJOURNMENT

14. * Previously distributed to Council

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

TOWN OF FORT FRANCES

MINUTES

SESSION NO. 068

June 14, 2021

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

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

REGRETS: Councillor M. Behan

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

1. COUNCIL MEETING

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

- 1.1 Call to Order at 5:58 p.m.
- 1.2 Territorial Acknowledgement
- 1.3 Moment of Meditation
- 1.4 Disclosure of pecuniary interest and the general nature thereof.
Councillor Judson disclosed an interest item 6.8 from this agenda as he has a conflict arising out of his legal practice. He also disclosed an interest in item 6.1 from tonight's Committee of the Whole meeting as this is his per diem claim related to his attendance at the annual general meeting of the Northwestern Ontario Municipal Association.

2. Consent Agenda:

2.1 Items Referred from Committee of the Whole

- 699 Brunetta - Hallikas: THAT the following Consent items be approved:
- 1. Committee of the Whole Consent items # 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, ~~5.9, 5.10~~, 5.11, 5.12, 5.13 and 5.14.
 - 2. Council Consent items # 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.

CARRIED

- 2.2 Email received June 3, 2021 from P. Howie, Borderland Pride re: Flag Raising Request
- will be coordinated with Mayor's office.
- 2.3 Email received June 3, 2021 from B. Hubbard, Military Service Recognition Book re: Advertising Opportunity
- will be referred to the Administration & Finance Executive Committee for recommendation.
- 2.4 Letter dated June 3, 2021 from G. Cridland and J. Beazley, Riverfront Condominiums re: Front Street Truck Traffic
- will be referred to the Operations & Facilities Executive Committee for recommendation with input from the Planning & Development Executive Committee.
- 2.5 Letter dated June 4, 2021 from G. Friesen, Newfort Developments re: Building Project at 814 Scott St.
- will be referred to the Planning & Development Executive Committee for recommendation.

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

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

3. Approval of Council Minutes: *

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

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

CARRIED

4. Approval of Committee of the Whole Minutes: *

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

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

CARRIED

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

- 5.1 Council considered the following resolutions:

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

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

CARRIED

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

CARRIED

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

CARRIED

6. By-Laws:

Page 3 of 8

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

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

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

CARRIED

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

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

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

CARRIED

7. New Items:

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7.1 Resolution for Consideration re: Fort-Falls International Bridge

707 Judson - McTaggart: WHEREAS:

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

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

CARRIED

8. **Information Correspondence:**

The following seven items were received.

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

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

The following seven items were received.

- 9.1 Committee of Adjustment - April 14, 2021

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

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

We encountered issues getting the first speaker to connect.

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

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

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

CARRIED

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

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

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

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

- 12.1 Council considered the following items:

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

Behan - Absent Brunetta - YEA Caul - YEA

Hallikas - YEA Judson - NAY McTaggart - YEA

Wiedenhoeft - YEA

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

CARRIED

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

CARRIED

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

CARRIED

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

CARRIED

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

CARRIED

13. ADJOURNMENT

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

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

CARRIED

J. Caul, Mayor

E. Slomke, Clerk

Tab 3

SERVICE AGREEMENT

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

BETWEEN:

CLIENT

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

CONTRACTOR

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

BACKGROUND

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

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

SERVICES PROVIDED

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

TERM OF AGREEMENT

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

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

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

PERFORMANCE

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

CURRENCY

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

COMPENSATION

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

REIMBURSEMENT OF EXPENSES

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

INTEREST ON LATE PAYMENTS

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

CONFIDENTIALITY

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

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

OWNERSHIP OF INTELLECTUAL PROPERTY

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

RETURN OF PROPERTY

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

CAPACITY/INDEPENDENT CONTRACTOR

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

NOTICE

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

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

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

INDEMNIFICATION

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

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

22 SCOPE OF WORK TO BE PERFORMED BY THE CONTRACTOR

The contractor shall:

22.1 Develop a 2- year Action Plan

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

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

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

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

22.3 Administer and Manage the Community Municipal Accommodation Tax Committee

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

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

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

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

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

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

22.5 Continue to Administer and Manage Local Economic Development Initiatives

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

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

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

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

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

22.6 Promote Business Development Initiatives

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

22.7 Develop Job Creating Initiatives and Taxable Business

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

22.8 Develop Working Relationship with First Nations Communities

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

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

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

22.10 Participate in Economic Development Executive Committee

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

23 THE TOWN OF FORT FRANCES

The Client, the Town of Fort Frances, shall:

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

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

23.2 Participate in Selection of Primary Service Contractor

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

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

23.3 Support the Contractor in Procuring Services of Sub-Contractors

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

23.4 Provide Oversight

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

25. REPORTING STRUCTURE

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

MODIFICATION OF AGREEMENT

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

TIME OF THE ESSENCE

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

ASSIGNMENT

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

ENTIRE AGREEMENT

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

ENUREMENT

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

TITLES/HEADINGS

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

GENDER

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

GOVERNING LAW

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

SEVERABILITY

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

WAIVER

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

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

The Corporation of the Town of Fort Frances

Per: June Caud (Seal)

The Corporation of the Town of Fort Frances

Per: Slomke (Seal)

The Rainy River Future Development Corporation

Per: Paul [Signature] (Seal)

The Rainy River Future Development Corporation

Per: [Signature] (Seal)

Tab 4

TOWN OF FORT FRANCES

AGENDA - June 28, 2021

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

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

Phone Conference ID: 474 153 393#

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

COMMITTEE OF THE WHOLE MEETING

to be held Virtually

(Session No. 077) 5:30 PM

Page

1. **Call to Order / Roll Call**2. **Disclosure of pecuniary interest and the general nature thereof.**3. **Delegations/Deputations:**

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

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

- 3.2 Crossroute Forest SFL (David Kircher)

[deputation request D Kircher](#)[Town Council Delegation June 28 2021](#)[Attachments to Delegation to Council June 28 2021](#)4. **Council Reports on Board & Committee Activity:**

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

5. **Consent Agenda:**

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

building permit fee of \$57.00.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

meet the needs of the Town of Fort Frances.

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

[2128A-Investments Policy](#)

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

[2128A-Legal List](#)

5.8 Collections Policy Update

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

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

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

6. Operations and Facilities Division:

6.1 Verbal Update on Capital Projects

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

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

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

7. General:

7.1 Covid 19 Update

8. Information:

8.1 2021 Statement of Operations - General Fund

2021 Statement of Operations - Water Fund

2021 Statement of Operations - Sewer Fund

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

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

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

8.2 2021 Capital YTD vs Budget - May 2021

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

8.3 Mill Demolition Project Update

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

8.4 G. Beck, POA Prosecutor - 2020 Statistics

[COW INFO POA Stats 2020](#)

Regular Meeting of Committee of the Whole - 28 Jun 2021

Page

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

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

9. ADJOURNMENT

TOWN OF FORT FRANCESSESSION NO. #077REPORTCOMMITTEE OF THE
WHOLEJune 28, 2021

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

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

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

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

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

3. Delegations/Deputations:

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

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

4. Council Reports on Board & Committee Activity:

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

5. Consent Agenda:

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

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

CARRIED

Page 2 of 3

- 5.2 Newfort Request for SPCA Deposit Return - 814 Scott Street
 - approval of this report will agree with the recommendation of the Planning & Development Executive Committee to return the letter of credit subject to conditions outlined in this report.
- 5.3 Permit Fee Waiver Request
 - approval of this report will agree with the recommendation of the Planning & Development Executive Committee to waive building / demolition permit fees for the renovations at the Memorial Sports Centre and demolition of the Mowat Nursing Station.
- 5.4 Summer Programs
 - approval of this report will agree with the recommendation of the Community Services Executive Committee to reverse the original decision to cancel Summer Programs as outlined in this report.

This item was pulled by Councillors Brunetta and Judson. A discussion took place. Council agreed to modify the wording in the resolution which will be considered later tonight.
- 5.5 CMOG Application
 - approval of this report will agree with the recommendation of the Community Service Executive Committee to submit the CMOG application as outlined in this report.
- 5.6 Royal Canadian Legion Manitoba / NW Ontario Command Advertising
 - approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve an advertisement of 1/10 page (Business Card B&W) size in the "Military Service Recognition Book" in the amount of \$205.00.
- 5.7 Investment Management
 - approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve transferring most of the reserve funds in the short-term to the High Interest Savings Account, and further that the Treasurer will work with ONE Investment advisors to determine a diversified portfolio that will meet the needs of the Town of Fort Frances.
- 5.8 Collections Policy Update
 - approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve the Collection Policy number 1.9 as presented.

6. Operations and Facilities Division:

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

7. General:

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

8. Information:

The following five items were received.

- 8.1 2021 Statement of Operations - General Fund

Page 3 of 3
2021 Statement of Operations - Water Fund
2021 Statement of Operations - Sewer Fund

- 8.2 2021 Capital YTD vs Budget - May 2021
- 8.3 Mill Demolition Project Update
- 8.4 G. Beck, POA Prosecutor - 2020 Statistics
- 8.5 G. Beck, POA Prosecutor - Jan 1-June 30 2021 Statistics

9. ADJOURNMENT

- 9.1 The meeting adjourned at 6:58 p.m.
- 184 Brunetta - Hallikas: THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed.

CARRIED

R. Wiedenhoeft, Chairperson

E. Slomke, Clerk

Tab 5

Administration & Finance Division
Planning & Development Division
Phone: (807)274-5323
Fax: (807)274-8479

Operations & Facilities Division
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Fax: (807)274-7360

Mailing Address for All Divisions:
320 Portage Avenue
Fort Frances, ON
P9A 3P9



Community Service Division
Phone: (807)274-4561
Fax: (807)274-3799

Email: town@fortfrances.ca
www.fortfrances.ca

June 29, 2021

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

Dear Mr. Gillon,

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

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

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

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Sincerely,

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

Mayor June Caul

Town of Fort Frances

cc. Rainy River Future Development Corporation Board Chair

Tab 6

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June 30, 2021

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

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

Dear Mr. Gillon,

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

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

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

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

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

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

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

Sincerely,

Mayor June Caul

Town of Fort Frances

cc. Rainy River Future Development Corporation Board Chair

Tab 7



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

July 7, 2021

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

Dear Mayor Caul,

Please find attached the report requested.

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

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

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

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

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

Sincerely,

Geoff Gillon
Executive Director

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



Tab 8

RE: [External] Response to Mayor Cauls Letters

Geoff Gillon <geoff@rrfdc.on.ca>

Wed 2021-07-07 12:50 PM

To: June Caul <jcaul@fortfrances.ca>

Hi June,

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

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

Geoff

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

From: June Caul <jcaul@fortfrances.ca>

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

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

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

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

Thank you,

June

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

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

Sent: July 7, 2021 11:09 AM

To: June Caul <jcaul@fortfrances.ca>

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

Subject: [External] Response to Mayor Cauls Letters

[EXTERNAL]

Dear Mayor Caul,

Please find our response to your letters.

If you have any questions please let us know.

Geoff Gillon

Executive Director.

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

Tab 9

Response to Mayor Caul's Letter of June 29th, 2021 -List of Attachments

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

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June 29, 2021

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

Dear Mr. Gillon,

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

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

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Email: town@fortfrances.ca
www.fortfrances.ca

Sincerely,

A handwritten signature in cursive script that reads "June Caul".

Mayor June Caul

Town of Fort Frances

cc. Rainy River Future Development Corporation Board Chair

Report to Mayor Caul

Boundary Waters Forest Management Corp.

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

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

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

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

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

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

There are two classes of shares:

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

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

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

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

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

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

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

- October 2, 2019, during a facilitated meeting organised for parties interested in the transfer of the SFL held at the Rendezvous hotel. Lorne Morrow presented the details of the new corporation to the group.
 - In a January 29, 2020, briefing note prepared by M. Willick outlining the creation of BWPMC.
 - In a September 9, 2020, briefing note prepared by M. Willick to provide a status update on BWPMC.
 - November 23, 2020, during a presentation by M. Willick at the Fort Frances Town Council meeting to explain the establishment of BWPMC.
3. **The specific wood fiber allocations for each shareholder or party utilizing the supply from the Boundary Waters Forest.**

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

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

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

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

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

Also of note is that BioPower SE has chosen not to sign onto the Shareholder Agreement making the 65,525 m³ of Birch and Poplar uncommitted and available on the open market. This volume is associated with the former Sapawe Forest to the north and east of Atikokan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Summary

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

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

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

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

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

Appendix 2

SCHEDULE B: LIST OF INITIAL SHAREHOLDERS

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

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

Boundary Waters Forest Management Corp. Directors

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

SCHEDULE C: TARGET WOOD SUPPLIES FOR THE FOREST.

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

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

Consumer Mills: 2020 - 2030 Plan Allocation Volume (m3/year)				
	BW	Po	PWR	SPF
Plan AAC Volume (m3)	100,030	414,080	50,000	637,000
Company Allocations				
Norbord	40,515	241,047	-	281,562
Nickel Lake Lumber	-	-	25,000	25,000
Resolute	24,726	142,297	-	637,000
Manitou FP	-	-	25,000	804,024
BioPower SE*	34,789	30,736	-	25,000
Total	100,030	414,080	50,000	65,525
				1,201,110
				100.00%

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

Forestry Businesses Supporting the Fort Frances Economy

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

Tab 10

DOUGLAS W. JUDSON
COUNCILLOR, TOWN OF FORT FRANCES

July 13, 2021

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

Dear Councillors:

Re: Concerns Related to the Economic Development Portfolio

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

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

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

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

1. The Letter of June 29, 2021

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

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

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

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

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

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

2. The Letter of June 30, 2021

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

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

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

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

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

3. Communications with Economic Development Personnel

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

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

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

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

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

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

4. Direction of Municipal Staff

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

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

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

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

5. Conclusion

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

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

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

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

Regards,



Douglas W. Judson

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

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

Tab 11



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



July 15, 2021

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

Dear Mayor Caul,

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

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

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

Sincerely,

Geoff Gillon
Executive Director

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

Date: December 2nd, 2021

Report To: Planning & Development Executive Committee.

From: Patrick Briere, By-Law Enforcement Officer

RE: November Activities for By-Law Enforcement Department.

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

Operational Constraints

- Currently, 1 Officer in office.

November 2021

Animal Pound Statistics

Impounded Dogs	1
Impounded Cats	4
After Hours Visits	0
Total Shelter Visits for Month	10

Monthly Parking Statistics

Tickets for Month	2
Tickets by OPP	0
Monthly Total	2
Yearly Total Issued	125

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.
- Parking Enforcement.

Other Duties Completed by By-Law Officers

- Month End Office Reports.
- Fine Box Collections & Ticket Processing.
- Parking Enforcement Complaint Driven.
- New Computer set up with IT.
- OPP Monthly Parking Stats.
- Emergency Management COVID-19 Response.
- Amethyst Sector (Emergency Management) CEMC Bi-Weekly Calls.
- JHSC Activities & Monthly Inspections.
- JHSC Fire Doors Issue.
- Monthly Activities Reporting to PDEC.
- OFMEM - EEPMO Project Meetings.
- Maintain/Attend Town Vehicle's in Parking Lot (Civic Centre).
- Shred-It Regular Shred visit for Clerk's office.
- Corporate Vaccine Policy & Implementation with HR Office.
- Proof of Vaccination Provincial Mandate.

- PEMCC Meeting.
- Single Use Plastics Advertising & Request to Extend Deadline.
- Flag Raising – Metis Flag & Shine the Light.
- Preparing for Annual By-Law OPP Memorandum Review.
- Review/Renewal Process of Alberton Dog Services Agreement.
- Request from Best for Kitty.

Occurrence Type (Complaints & Information)	Calls for Complaints/ Information
Nuisance (Includes Inquiries)	3
Traffic By-Law (Includes Inquiries)	8
Animals (Includes Inquiries)	10
Business Licensing (Includes Inquiries)	8
Property Standards (Includes Landlord/Tenant & Grass Cutting)	8
Taxi (Includes Inquiries)	7
Off-Road Vehicles By-Law (Includes Inquiries)	5
Moving Permits (Includes Inquiries)	1
Smoking By-Law & Cannabis (Includes Inquiries)	4
Heavy Trucks (Includes Inquiries)	2
Waste Management (Includes Asselin Forms)	10
Fences (Includes Inquiries & Pools)	1
COVID Legislation/Vaccination	7
OPP Call Outs/Questions	1
Building Code/Zoning Issues (Includes Tents, Trailers, etc).	0
Noise Issues (Includes Inquiries)	3
Fire Issues (Includes Inquiries)	1
Sign By-Law (Includes Inquiries)	3
Single Use Plastics (Includes Inquiries)	4
Snow Sidewalks (Issues & Inquiries)	10
Snowmobile By-Law (Includes Inquiries)	7
TOTAL CALLS FOR SERVICE	103

Respectfully submitted,
Original Signed By
Patrick Briere, CMM III, Property Standards Professional
MLEO/Alternate CEMC/Public Information Officer, Planning & Development Division
PH: 1-807-274-5323 ext. 1218
pbriere@fortfrances.ca



FIRE RESCUE SERVICE

"PRIDE & HONOUR"

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



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

Total Hours: Incidents; Training; Public Education; and Public Service etc.	Training Sessions:	Public Ed & Prevention; Public Events; Public Service:	Fire Safety Standards Enforcement Inspections / Re-inspections for 2021:	Fire Drills	Paramedic Assist Calls:	Fire Calls:	Fire Loss estimated values in Dollars:
23.75	7	1	71	1	7	0	N/A
Alarm Calls:	MVC Calls:	Water Related Rescue Calls:	(CO) Carbon Monoxide / Gas Leak Calls:	Hazmat Calls:	Mutual Aid Calls:	Other Calls:	Tickets Issued:
6	0	0	2	0	0	1	0

TEAM MEMBERS RESPONDED TO 16 EMERGENCY RESPONSE CALLS DURING NOVEMBER 2021.

Total Hours:

- **7.33 Hours** was spent on responding to emergency incidents.
- **15 Hours** was spent on Training.
- **1.42 Hours** was spent on a Fire Drill

November Emergency Response Calls %: Day Shift versus Night Shift

Day Shift (07:00 – 19:00) Calls	82%
Night Shift (19:00 – 07:00) Calls	18%

2021 Emergency Response Calls by Month to Date

January	12
February	10
March	16
April	17
May	12
June	10
July	18
August	18
September	20
October	14
November	16
Total Calls to Date	163
Average Calls Per Month to Date	14.8



FIRE RESCUE SERVICE

"PRIDE & HONOUR"

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



Fire Prevention Inspections / Re-inspections:

3 fire safety standard & enforcement inspections were completed for the month of November.

Fire Alarm Calls: 6 False Fire Alarm Calls.

(CO) Carbon Monoxide / Gas Leak Calls: 2 Calls, one false CO incident and one actual gas leak.

Other Calls: 1 Call, which consisted of an individual trapped in their vehicle.

Paramedic Assist Calls: 7 Calls.

Public Fire Safety Education:

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

Training:

Training consisted of two regular fire practices, as well as two other special training sessions.

\$5000 Credit for Fire Fighting Training Materials:

Safe Community Project Assist along with Enbridge Gas and the Fire Marshals Council provided the Fort Frances Fire Rescue Service with a \$5000 credit to be used for firefighting training materials. **Photo left to right: Captain of Training, Gavin Payne and Fire Chief, Tyler Moffitt.**





FIRE RESCUE SERVICE

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**NOVEMBER 2021 REPORT
FROM: TYLER MOFFITT – FIRE CHIEF/CEMC**



SANTA CLAUSE PARADE: Team member participated in this year's parade.





FIRE RESCUE SERVICE

"PRIDE & HONOUR"

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

Total Hours: Incidents; Training; Public Education; and Public Service etc.	Training Sessions:	Public Ed & Prevention; Public Events; Public Service:	Fire Safety Standards Enforcement Inspections / Re-inspections for 2021:	Fire Drills	Paramedic Assist Calls:	Fire Calls:	Fire Loss estimated values in Dollars:
64.13	7	2	68	0	2	0	N/A
Alarm Calls:	MVC Calls:	Water Related Rescue Calls:	(CO) Carbon Monoxide / Gas Leak Calls:	Hazmat Calls:	Mutual Aid Calls:	Other Calls:	Tickets Issued:
4	2	0	3	0	0	3	0

TEAM MEMBERS RESPONDED TO 14 EMERGENCY RESPONSE CALLS DURING OCTOBER 2021.

Total Hours:

- **6.63 Hours** was spent on responding to emergency incidents.
- **9.5 Hours** was spent of Public Education
- **48 Hours** was spent on Training.

October Emergency Response Calls %: Day Shift versus Night Shift

Day Shift (07:00 – 19:00) Calls	64%
Night Shift (19:00 – 07:00) Calls	36%

2021 Emergency Response Calls by Month to Date

January	12
February	10
March	16
April	17
May	12
June	10
July	18
August	18
September	20
October	14
Total Calls to Date	147
Average Calls Per Month to Date	14.7



FIRE RESCUE SERVICE

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



Fire Prevention Inspections / Re-inspections:

18 fire safety standard and enforcement inspections were completed for the month of October.

Fire Alarm Calls: 4 False Fire Alarm Calls.

MVC (Motor Vehicle Crashes): 2 Calls, which were in the Town of Fort Frances.

(CO) Carbon Monoxide / Gas Leak Calls: 3 Calls, one false and two actual CO incidents.

Other Calls: 3 Calls, which consisted of miscellaneous call outs.

Paramedic Assist Calls: 2 Calls.

Public Fire Safety Education:

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

As well, our team members attended Canadian Tire to promote the start of Fire Prevention Week. During the week of Fire Prevention Week our team members targeted the grade 4-6 grades at local schools.



Fire apparatus on display at Canadian Tire for Fire Prevention Week



FIRE RESCUE SERVICE

"PRIDE & HONOUR"

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

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



Left to right: Curtis Jourdain past Fire Chief of Couchiching First Nation Fire Department, Wayne Riches (Captain of Fire Prevention and Education), and Réal De Gagné (5th Class Firefighter) chatting at Canadian Tire.

Training:

Training consisted of two regular fire practices.

As well, our Captain of Training and two Part-Time Firefighters who are trained for fill-in relief finished off their pumper fire truck operations course.

This course consisted of a total of five days of in-class and hands-on in field, which gave them the opportunity to demonstrate their skills in operating a pumper fire truck. This was a very intense courses, which involved 65-hours of pre-course work.

As well, Gavin Payne (Captain of Training) organized and delivered three days of training for three of our newest team members.

2021 Statement of Operations- Water Fund

NEW G/L ACCOUNT		2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
REVENUE					
Expense Recovery	50-080-0832-0330-40589		(4,967.14)		(6,268.00)
Rents & Leases	50-080-0832-0330-40592	(9,277)	(9,815.40)	(9,277)	(6,365.40)
Private Work Charges	50-080-0832-0330-40595		18.10		(1,323.18)
Sale of Rain Barrels	50-080-0832-0330-40782	(65)	(115.04)	(65)	(402.64)
Expense Recovery	50-080-0832-0430-40589		(764.62)		-
Private Work Charges	50-080-0832-0430-40595	(8,000)	(2,257.30)	(8,000)	(5,657.21)
Reconnect Charges	50-080-0832-0430-40618	(1,200)	(3,477.35)	(1,200)	(2,725.10)
New Connection Charges	50-080-0832-0430-40619	(15,000)	921.56	(15,000)	-
Late Payment Charges	50-080-0832-0430-40682	(8,000)	(6,492.75)	(8,000)	(9,797.75)
Sale of Water	50-080-0832-0430-40685	(2,854,247)	(2,269,679.94)	(2,817,848)	(2,414,363.76)
Special Water Rates	50-080-0832-0430-40687		(7.50)		(146.10)
Sale of Water Meters/Backflow Prevention	50-080-0832-0430-40943	(5,500)	(11,933.21)	(9,100)	-
Water Meter Replacement	50-080-0832-0430-40946	(17,982)	(14,655.11)	(17,982)	(15,364.86)
Private Works Charges - HST Exempt at POS	50-080-0832-0530-40595		-		-
		(2,919,271)	(2,323,225.70)	(2,886,472)	(2,462,414.00)
Water Works General					
EXPENDITURES					
Administration					
Distributed Salaries/Wages			-		-
Distributed Benefits			-		-
Overtime & Lieu Time	50-080-0832-1101-60013		319.90		2,147.55
Paid Leave			-		-
Vacation, Floaters, Stats, Holidays			-		-
Hourly Full Time	50-080-0832-1101-60010	106,908	74,635.30	120,571	73,957.61
Disability ST/LTD			-		-
WSIB	50-080-0832-1101-60055	3,370	1,855.66	1,868	1,850.56
Canada Pension Plan	50-080-0832-1101-60025	3,291	3,046.95	2,483	3,457.25
Employment Insurance	50-080-0832-1101-60030	1,212	1,155.79	841	1,247.09
Dental, Vision, Extended Health			-		-
OMERS	50-080-0832-1101-60035	10,344	8,479.72	9,408	8,336.11

2021 Statement of Operations- Water Fund

NEW G/L ACCOUNT		2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
Life Insurance			-		-
Employer Health Tax	50-080-0832-1101-60040	1,974	1,568.46	1,615	1,586.61
Employer Benefits	50-080-0832-1101-60050	8,505	6,543.01	5,644	6,359.30
Summer Staff & Part-time Staff	50-080-0832-1101-60020	1,838	-	2,254	1,082.02
Accounting/Allocated Admin	50-080-0832-1200-71221	211,016	158,260.68	215,236	161,427.00
Communications	50-080-0832-1200-71251	3,200	2,584.62	3,000	2,299.63
Postage, Freight, Courier	50-080-0832-1200-71252	11,673	-	11,673	-
Legal	50-080-0832-1200-71253	5,000	9,328.77	5,000	21,235.52
Memberships	50-080-0832-1200-71260	1,000	269.66	1,000	-
Write-Offs	50-080-0832-1210-74515	2,000	2.99	2,000	(0.86)
Office Supplies	50-080-0832-1400-71410	1,000	469.31	1,000	443.86
Stores Charge	50-080-0832-1400-71433	10,300	-	10,300	-
Rain Barrel Expenses	50-080-0832-1400-71443		431.76		431.76
Annual Software Support	50-080-0832-1500-71501	1,404	440.64	1,404	1,264.46
Computer Maintenance (H&S)	50-080-0832-1500-71502	3,800	8,894.30	8,000	10,186.14
Custom Software Charges	50-080-0832-1500-71503	1,000	-	1,000	-
GIS Material	50-080-0832-1500-71507	13,432	7,548.36	12,211	7,717.25
Contracted Works	50-080-0832-1500-71523	1,000	609.76	1,000	-
Conference & Courses	50-080-0832-1500-71531	25,000	10,437.96	25,000	4,869.45
Insurance	50-080-0832-1500-71580	38,162	31,577.76	44,421	36,115.78
Insurance Deductible	50-080-0832-1500-71581	10,000	-	10,000	-
Advertising & Public Notices	50-080-0832-1500-71591	500	-	500	-
Contribution to Capital Fund	50-080-0832-1510-75350	1,266,144	-	1,124,081	-
Transfer to Reserve Fund (Water Meter Replacement)	50-080-0832-1620-75390	17,982		17,982	
Contribution to Reserve Fund	50-080-0832-1620-75390		-		-
Contribution to Reserve Fund (Year End)	50-080-0832-1620-75390				
Inventory Adjustments	50-080-0832-1700-72505		-		-
		1,761,055	328,461.36	1,639,492	346,014.09
Water Service Connections					
Hourly Full Time	50-080-0832-1962-60010	50,950	21,833.30	50,950	34,574.88
Overtime	50-080-0832-1962-60013	5,000	493.21	5,000	3,588.63
Hourly Part Time	50-080-0832-1962-60020	3,683	-	3,683	2,273.78

2021 Statement of Operations- Water Fund

		2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
	NEW G/L ACCOUNT				
Employer CPP	50-080-0832-1962-60025	2,487	1,242.61	2,728	2,266.40
Employer EI	50-080-0832-1962-60030	890	484.92	920	881.33
Employer OMERS	50-080-0832-1962-60035	5,039	2,330.45	5,283	3,807.54
Employer EHT	50-080-0832-1962-60040	1,101	493.58	1,155	859.94
Employer Benefits	50-080-0832-1962-60050	6,023	2,228.95	5,305	3,620.72
Employer WSIB	50-080-0832-1962-60055	615	587.25	1,374	1,022.99
Materials	50-080-0832-1962-71471	12,000	4,655.92	12,000	12,194.00
Contracted Works	50-080-0832-1962-71523	14,000	935.42	14,000	2,016.77
Equipment Rentals - Owned	50-080-0832-1962-71540	22,000	5,614.57	22,000	9,273.05
		123,788	40,900.18	124,398	76,380.03
					-
Water Meter Maintenance					-
Hourly Full Time	50-080-0832-1963-60010	4,500	3,664.24	4,500	1,689.07
Overtime	50-080-0832-1963-60013		124.56		26.01
Hourly Part Time	50-080-0832-1963-60020		-		1.04
Employer CPP	50-080-0832-1963-60025	205	205.73	225	103.45
Employer EI	50-080-0832-1963-60030	73	80.27	76	39.87
Employer OMERS	50-080-0832-1963-60035	445	371.39	467	172.29
Employer EHT	50-080-0832-1963-60040	91	81.06	95	39.23
Employer Benefits	50-080-0832-1963-60050	532	811.23	469	413.35
Employer WSIB	50-080-0832-1963-60055	51	96.43	113	46.73
Materials	50-080-0832-1963-71471	7,500	16,167.14	30,000	450.66
Contracted Works	50-080-0832-1963-71523	11,874	10,167.96	11,874	5,975.21
Equipment Rentals - Owned	50-080-0832-1963-71540	1,725	406.25	1,725	62.50
		26,996	32,176.26	49,544	9,019.41
Water Distribution System Maintenance					
Hourly Full Time	50-080-0832-1964-60010	92,729	128,537.12	92,729	117,220.21
Overtime	50-080-0832-1964-60013	8,000	8,405.05	8,000	7,942.57
Hourly Part Time	50-080-0832-1964-60020	9,820	-	9,820	9,563.49
Employer CPP	50-080-0832-1964-60025	4,668	7,305.01	5,121	7,471.22
Employer EI	50-080-0832-1964-60030	1,670	2,829.19	1,727	2,914.13
Employer OMERS	50-080-0832-1964-60035	9,172	13,257.55	9,615	11,911.73

2021 Statement of Operations- Water Fund

		2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
	NEW G/L ACCOUNT				
Employer EHT	50-080-0832-1964-60040	2,066	2,899.04	2,167	2,837.13
Employer Benefits	50-080-0832-1964-60050	10,962	16,249.25	9,655	12,567.29
Employer WSIB	50-080-0832-1964-60055	1,155	3,440.77	2,579	3,375.92
Materials	50-080-0832-1964-71471	35,000	40,752.26	35,000	25,316.30
Contracted Works	50-080-0832-1964-71523	35,000	21,167.27	35,000	13,553.85
Equipment Rentals - Owned	50-080-0832-1964-71540	35,000	25,038.75	35,000	30,397.54
		245,242	269,881.26	246,413	245,071.38
Total Waterworks General		2,157,081	671,419.06	2,059,847	676,484.91
Water Treatment Plant					
Microfit Generation Revenue	50-080-0831-0330-40320	(11,000)	(8,225.26)	(8,000)	(9,024.02)
Hourly Full Time	50-080-0831-1101-60010	206,452	167,519.27	206,452	163,546.32
Overtime	50-080-0831-1101-60013	4,000	5,622.66	4,000	5,334.72
Hourly Part Time	50-080-0831-1101-60020		54.66		0.52
Employer CPP	50-080-0831-1101-60025	9,397	9,180.94	10,309	8,577.77
Employer EI	50-080-0831-1101-60030	3,362	3,482.01	3,476	3,130.59
Employer OMERS	50-080-0831-1101-60035	20,420	17,334.01	21,407	14,143.63
Employer EHT	50-080-0831-1101-60040	4,160	3,680.44	4,363	3,163.91
Employer Benefits	50-080-0831-1101-60050	24,406	18,075.78	21,495	15,298.14
Employer WSIB	50-080-0831-1101-60055	2,325	4,378.82	5,191	3,984.28
Equipment Rentals - Owned	50-080-0831-1101-71540	2,000	2,062.50	2,000	6,668.75
Communications	50-080-0831-1200-71251	7,740	4,168.92	5,000	4,520.26
Lab Fees - Water Testing	50-080-0831-1200-71270	16,000	8,564.55	25,000	7,781.95
Office Supplies	50-080-0831-1400-71410	500	-	500	71.27
Natural Gas	50-080-0831-1240-71416	28,880	13,769.91	28,880	12,758.70
Diesel Fuel	50-080-0831-1240-71417	1,000	-	1,200	-
Electrical Power	50-080-0831-1240-71420	78,940	40,886.66	80,440	38,222.10
Water & Sewer	50-080-0831-1240-71421	1,297	966.00	1,332	984.80
Taxes	50-080-0831-1240-71425	38,162	83,971.44	45,603	45,810.55
Chlorine	50-080-0831-1400-71434	19,500	16,762.92	20,750	29,055.40
Soda Ash	50-080-0831-1400-71435	48,300	19,887.76	48,500	39,193.77

2021 Statement of Operations- Water Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
Aluminium Sulphate	50-080-0831-1400-71436	49,500	35,605.67	50,900	45,319.20
Fluorides	50-080-0831-1400-71437	10,000	8,735.63	10,100	6,977.65
Miscellaneous Chemicals	50-080-0831-1400-71438	13,000	1,993.17	13,000	11,580.67
Materials	50-080-0831-1400-71471	20,000	8,055.84	20,000	7,139.73
Contracted Services	50-080-0831-1500-71523	36,355	30,249.18	75,355	15,847.72
		645,696	505,008.74	705,253	489,112.40
Total Water Treatment Plant		634,696	496,783.48	697,253	480,088.38
Water Storage Facility			-		-
Hourly Full Time	50-080-0831-1965-60010	7,500	5,733.89	7,500	9,635.65
Overtime	50-080-0831-1965-60013	1,000	-	1,000	-
Employer CPP	50-080-0831-1965-60025	341	305.21	371	517.80
Employer EI	50-080-0831-1965-60030	122	119.16	126	189.29
Employer OMERS	50-080-0831-1965-60035	742	567.81	778	896.87
Employer EHT	50-080-0831-1965-60040	151	119.85	159	204.09
Employer Benefits	50-080-0831-1965-60050	887	587.86	781	1,023.26
Employer WSIB	50-080-0831-1965-60055	84	142.56	189	242.83
Equipment Rentals - Own	50-080-0831-1965-71540	1,700	1,212.50	1,700	1,150.00
Communications	50-080-0831-1965-71251	2,180	557.46	2,180	557.36
Natural Gas	50-080-0831-1965-71416	11,760	6,704.37	11,760	1,359.41
Electrical Power	50-080-0831-1965-71420	3,633	2,222.67	3,706	1,967.03
Taxes	50-080-0831-1965-71425	86,394	44,708.98	88,122	-
Materials	50-080-0831-1965-71471	500	34.24	500	4,857.00
Contracted Works	50-080-0831-1965-71523	10,500	4,327.09	10,500	1,391.90
Equipment Rentals Other			-		-
Total Water Storage Facility		127,494	67,343.65	129,372	23,992.49
Total Expenditures		2,930,271	1,243,771.45	2,894,472	1,189,589.80
TOTAL WATER FUND (Surplus)/Deficit		-	(1,087,679.51)	-	(1,281,848.22)

2021 Statement of Operations- Sewer Fund

NEW G/L ACCOUNT		2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
REVENUES					
Private Work Charges	40-080-0811-0330-40595		(2,693.90)		-
Expense Recoveries	40-080-0811-0330-40589		-		(7,712.00)
ODRAP - Provincial Flood Exp Recovery	40-080-0811-0430-40409		-		-
Private Work Charges	40-080-0811-0430-40595	(19,000)	(1,887.85)	(19,000)	(5,675.80)
New Connection Charges	40-080-0811-0430-40619	(8,500)	-	(8,500)	-
Penalty on Late Payments	40-080-0811-0430-40682	(7,000)	(5,965.54)	(7,000)	(9,070.76)
Sewer Service/Disposal	40-080-0811-0430-40760	(2,693,701)	(2,104,920.56)	(2,648,131)	(2,238,253.68)
Expense Recoveries	40-080-0812-0430-40589		-		-
Total Revenues		(2,728,201)	(2,115,467.85)	(2,682,631)	(2,260,712.24)
EXPENDITURES					
Administration					
Distributed Salaries/Wages			-		-
Distributed Benefits			-		-
Hourly Full Time	40-080-0811-1101-60010	78,345	47,292.45	85,582	47,354.94
Overtime	40-080-0811-1101-60013		310.36		671.14
Hourly Part Time	40-080-0811-1101-60020	2,308	-	2,308	-
Employer CPP	40-080-0811-1101-60025	2,865	2,005.27	3,199	2,271.55
Employer EI	40-080-0811-1101-60030	1,057	764.85	1,086	825.58
Employer OMERS	40-080-0811-1101-60035	8,613	5,664.54	9,293	5,606.26
Employer EHT	40-080-0811-1101-60040	1,620	1,045.22	1,735	1,041.96
Employer Benefits	40-080-0811-1101-60050	7,901	4,679.85	6,897	4,485.96
Employer WSIB	40-080-0811-1101-60055	2,474	1,237.73	1,954	1,220.90
Allocated Admin	40-080-0811-1200-71221	166,378	124,784.82	169,706	127,279.50
Postage, Freight, Courier	40-080-0811-1200-71252	11,673	-	11,673	-
Legal	40-080-0811-1200-71253	10,000	9,328.76	10,000	20,260.14
Office Supplies	40-080-0811-1400-71410	750	-	750	31.75
Taxes	40-080-0811-1400-71425	4,400	35,987.76	4,400	57,154.53
Stores Charge	40-080-0811-1400-71433	8,700	-	8,700	-
Annual Software Support	40-080-0811-1500-71501	1,500	-	1,500	-
Computer Maintenance (H & S)	40-080-0811-1500-71502	3,800	4,351.39	4,000	4,162.75
GIS Material	40-080-0811-1500-71507	6,716	3,774.19	6,716	3,473.75

2021 Statement of Operations- Sewer Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
Contracted Works	40-080-0811-1500-71523	500	518.19	500	-
Conferences & Courses	40-080-0811-1500-71531	5,000	1,017.60	5,000	2,120.48
Insurance	40-080-0811-1500-71580	28,285	23,405.20	32,784	26,654.22
Insurance Deductible	40-080-0811-1500-71581	10,000	-	10,000	1,186.50
Advertising & Public Notices	40-080-0811-1500-71591	500	-	500	-
Contributions to Capital	40-080-0811-1510-75350	1,359,475	-	1,288,115	-
Contribution to Reserve Funds	40-080-0811-1620-75390		-		-
Contribution to Reserve Funds (Yr End)	40-080-0811-1620-75390		-		-
Inventory Adjustments	40-080-0811-1700-72505		-		-
		1,722,860	266,168.18	1,666,398	305,801.91
Sewer Mains					
Distributed Salaries/Wages					
Distributed Benefits					
Hourly Full Time	40-080-0811-1711-60010	49,136	10,205.38	49,136	12,308.99
Overtime	40-080-0811-1711-60013	1,500	924.94	1,500	50.47
Hourly Part Time	40-080-0811-1711-60020	2,148	-	2,148	198.89
Employer CPP	40-080-0811-1711-60025	2,334	570.77	2,561	694.86
Employer EI	40-080-0811-1711-60030	835	220.30	864	268.87
Employer OMERS	40-080-0811-1711-60035	4,860	1,061.12	5,095	1,210.25
Employer EHT	40-080-0811-1711-60040	1,033	232.96	1,084	263.59
Employer Benefits	40-080-0811-1711-60050	5,809	1,492.55	5,116	1,450.24
Employer WSIB	40-080-0811-1711-60055	578	277.10	1,290	313.66
Materials	40-080-0811-1711-71471	10,000	11,161.96	10,000	2,310.11
Contracted Service	40-080-0811-1711-71523	125,000	58,861.91	125,000	68,096.93
Equipment Rentals - Own	40-080-0811-1711-71540	36,000	6,564.71	36,000	3,662.66
		239,233	91,573.70	239,794	90,829.52
Service Connections					
Distributed Salaries/Wages					-
Distributed Benefits					-
Hourly Full Time	40-080-0811-1712-60010	40,760	17,581.01	40,760	40,920.93
Overtime	40-080-0811-1712-60013	5,000	1,397.97	5,000	4,983.10
Hourly Part Time	40-080-0811-1712-60020	2,761	-	2,761	4,209.64

2021 Statement of Operations- Sewer Fund

	NEW G/L ACCOUNT	2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
Employer CPP	40-080-0811-1712-60025	1,981	1,003.46	2,173	2,894.62
Employer EI	40-080-0811-1712-60030	709	386.04	733	1,125.61
Employer OMERS	40-080-0811-1712-60035	4,031	1,866.30	4,226	4,578.81
Employer EHT	40-080-0811-1712-60040	877	397.32	920	1,100.44
Employer Benefits	40-080-0811-1712-60050	4,819	2,077.14	4,244	4,918.11
Employer WSIB	40-080-0811-1712-60055	490	472.66	1,094	1,309.24
Materials	40-080-0811-1712-71471	6,500	3,725.34	6,500	14,522.92
Contracted Services	40-080-0811-1712-71523	12,000	4,017.24	12,000	2,167.15
Equipment Rentals - Own	40-080-0811-1712-71540	15,000	6,857.02	15,000	3,186.88
		94,928	39,781.50	95,411	85,917.45
Sewage Treatment Plant					
Hourly Full Time	40-080-0812-1101-60010	2,500	55.22	2,500	461.63
Overtime	40-080-0812-1101-60013		-		-
Hourly Part Time	40-080-0812-1101-60020		-		-
Employer CPP	40-080-0812-1101-60025	114	4.43	124	23.95
Employer EI	40-080-0812-1101-60030	41	1.77	42	9.21
Employer OMERS	40-080-0812-1101-60035	247	7.56	259	43.45
Employer EHT	40-080-0812-1101-60040	50	1.74	53	9.00
Employer Benefits	40-080-0812-1101-60050	296	21.97	260	34.83
Employer WSIB	40-080-0812-1101-60055	28	2.07	63	10.73
Equipment Rentals - Own	40-080-0812-1101-71540	500	415.15	500	-
Natural Gas	40-080-0812-1240-71416	21,484	11,422.97	21,484	12,680.44
Electrical Power	40-080-0812-1240-71420	95,000	61,589.03	95,000	59,111.05
Grit Landfill Tipping Fees	40-080-0812-1400-71424	501	-	-	-
Taxes	40-080-0812-1240-71425	37,026	4,305.47	36,708	4,411.55
Materials	40-080-0812-1400-71471	2,000	37.25	2,000	142.35
Contracted Works - AWA/OCWA	40-080-0812-1500-71523	511,393	435,273.49	522,035	427,948.54
		671,180	513,138.12	681,028	504,886.73
Total Expenditures		2,728,201	910,661.50	2,682,631	987,435.61
TOTAL SEWER FUND (Surplus)/Deficit		-	(1,204,806.35)	-	(1,273,276.63)

2021 Statement of Operations- General Fund

	2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
CORPORATE:				
REVENUE				
Municipal Levy	(11,378,238)	(11,628,680.57)	(11,421,235.00)	(11,461,879.68)
School Board Levy	(1,492,647)	(1,469,569.71)	(1,372,201.00)	(1,371,173.75)
Payments-In-Lieu	(830,794)	(731,612.52)	(835,160.55)	(731,861.88)
Contribution From Contingency Reserve Fund	-	-	-	-
Sale of Land/Gain on Sale of Land	-	(707.11)	-	(4,122.99)
Other Grant (In-Lieu of taxation)	-	-	-	-
One Time Assistance Funding	-	-	-	-
Tax Rate Stabilization Reserve Fund Contribution	-	-	-	-
Surplus from Prior Years	-	-	-	-
Ontario Cannabis Legalization Implementation Fund	-	-	-	-
Modernization Grant Fund	-	-	-	-
OMPF Funding	(3,294,600)	(3,294,600.00)	(3,328,600.00)	(3,328,600.00)
	(16,996,279)	(17,125,169.91)	(16,957,197)	(16,897,638.30)
EXPENDITURES				
Election	-	-	-	-
Council	369,358	159,401.32	308,210.00	201,360.91
Contributions from Capital Fund	-	-	-	-
Contribution to Reserve/Reserve Funds	1,802,977	1,396,281.00	1,863,000.00	
Uncontrollable Costs	2,406,172	1,977,281.25	2,373,474.00	1,953,641.56
Economic Development	31,808	37,542.64	111,063.00	27,404.63
Travel Information Centre	19,141	6,512.03	-	(741.42)
Solar Panels	(18,329)	(14,198.60)	(11,645.00)	(12,542.21)
School Board Requisition	1,492,647	1,119,309.67	1,372,201.00	1,029,127.57
Long Term Debt	384,028	289,194.78	365,991.00	278,720.54
	6,487,802	4,971,324.09	6,382,294	3,476,971.58
Total Corporate	(10,508,477)	(12,153,845.82)	(10,574,902.55)	(13,420,666.72)

2021 Statement of Operations- General Fund

	2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
ADMINISTRATION & FINANCE:				
Admin. Revenue	(465,325)	(383,067.08)	(357,100.00)	(322,125.70)
Administration Department	511,597	385,243.97	516,693.00	411,925.47
Clerk's Department	232,195	169,883.55	220,014.00	190,691.80
Treasury Department	534,938	442,937.12	541,402.00	446,553.78
FFPC Administration	-	4,069.68	-	7,894.37
Information Technology	316,698	224,021.62	357,036.00	280,974.37
Total A & F	1,130,103	843,088.86	1,278,045	1,015,914.09
EMERGENCY SERVICES				
Fire Emergency Services	1,100,143.00	777,559.10	1,058,403.00	816,114.84
911 Dispatch Services	11,332	13,275.44	10,982.00	3,510.28
COVID-19 Impacts		(377,527.32)	(309,685.00)	5,516.05
Police Services	2,437,386	2,035,298.67	2,542,034.00	2,127,751.64
Total Emergency Services	3,548,861	2,448,605.89	3,301,734	2,952,892.81
COMMUNITY SERVICES:				
Sister Betty Kennedy Centre	36,018	26,282.51	38,831.00	(4,072.22)
Children's Day Care	7,569	6,563.58	-	(863.09)
Best Start Hub	-	(740.08)	-	-
Day Care Special Needs Resource	-	(3,008.26)	-	-
Handi Transit Services	107,150	13,656.79	113,923.00	31,166.83
Townshend Theatre	-	2,389.73	332.00	270.00
Recreation Facilities	970,938	527,394.78	1,038,637.00	525,182.28
Recreation Programs	117,187	85,680.91	285,792.00	160,112.29
Community Services	114,000	100,955.11	90,496.00	87,227.25
Sunny Cove Camp	38,583	24,101.78	9,955.00	17,675.08
Public Library	521,546	372,703.16	518,280.00	416,809.50
Library Co-op	-	(2,611.54)	-	(9,540.00)
Museum	210,407	87,689.96	202,409.00	121,926.26
Waterfront (Sorting Gap)	29,490	22,488.56	37,645.00	20,466.12
Total Community Services	2,152,888	1,263,546.99	2,336,300	1,366,360.30

2021 Statement of Operations- General Fund

	2020 OPERATING FORECAST	Actual to October 31, 2020	2021 OPERATING FORECAST	Actual to October 31, 2021
OPERATIONS & FACILITIES				
Public Works	513,209	395,537.79	435,043.00	471,728.47
Roads	1,498,393	1,142,742.43	1,549,603.00	959,803.19
Sidewalks	143,962	127,211.09	145,079.00	105,546.50
Stores Operations	106,200	76,112.85	102,490.00	71,871.99
Traffic Signal Maint	10,867	6,806.67	10,867.00	14,185.96
Streetlighting Maint	116,672	45,985.15	125,565.00	105,289.39
Waste Management Services	-	(150,745.58)	-	(170,688.59)
Airport	95,547	119,896.30	138,026.00	(18,269.95)
Parks & Cemeteries Admin	183,760	115,730.54	189,270.00	92,754.05
Cemeteries	347,246	153,400.65	351,512.00	298,076.65
Parks	304,266	258,593.89	332,372.00	250,616.11
Total Operations and Facilities	3,320,122	2,291,271.78	3,379,827	2,180,913.77
PLANNING & DEVELOPMENT				
By-Law Enforcement	157,801	109,153.78	149,001.00	122,556.50
Fight The Blight	-	-	-	-
Building Official Department	22,345	9,075.88	19,758.00	(2,093.62)
Planning Department	61,197	34,529.74	62,204.00	43,303.48
Civic Centre	115,160	56,340.32	48,034.00	43,858.46
Total Planning and Development	356,503	209,099.72	278,997	207,624.82
SUBTOTAL (SURPLUS)/DEFICIT	-	(5,098,232.58)	0	(5,696,960.93)

The Corporation of the Town of Fort Frances

Audit planning report to the Mayor and Council
for the year ended December 31, 2021

START



To the Mayor and Council of The Corporation of the Town of Fort Frances

We are pleased to provide you with this planning report to highlight and explain key issues which we believe to be relevant to the audit of The Corporation of the Town of Fort Frances (the “Municipality”) consolidated financial statements for the year ended December 31, 2021.

The enclosed planning report includes our approach to your audit, the significant risks we have identified and the terms of our engagement. At the year-end meeting, we will provide you with a copy of our draft audit opinion and discuss the nature, extent and results of our audit work. We will also report any significant internal control deficiencies identified during our audit and reconfirm our independence.

Our audit and therefore this report will not necessarily identify all matters that may be of interest to the Mayor and Council in fulfilling its responsibilities. This report has been prepared solely for the use of the Mayor and Council and should not be distributed without our prior consent. Consequently, we accept no responsibility to a third party that uses this communication.

We look forward to completing our draft audit report opinion and discussing our conclusions with you. In the meantime, please feel free to contact us if you have any questions or concerns.

Yours truly,

BDO Canada LLP





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LEAD
PARTNER
ON YOUR
AUDIT

Jon Evans
CPA, CA

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START
DATE

March 28, 2022

END DATE

April 1, 2022



Audit timeline



For the year ended December 31, 2021



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Your dedicated BDO audit team



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JON EVANS has over 20 years of audit experience, working with various organizations. This experience allows him to address the unique audit and operating needs his clients have.

JON EVANS will be the Engagement Partner for your assurance services. He will assume ultimate responsibility for the provision of all services, monitoring and controlling costs to ensure you receive quality, effective and value-added service.



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REBECCA GUSTAFSON has over 7 years of audit experience, working with various organizations. Rebecca is an audit manager with many audit clients in the not-for-profit sector.

REBECCA GUSTAFSON will be the Engagement Manager for your assurance services. She will manage the provision of all services, monitoring and controlling costs to ensure you receive quality, effective and value-added service.



HARSHA RATHOD, CPA

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HARSHA RATHOD has over 4 years of audit experience, working with various organizations. Harsha is an experienced member of the BDO team with many audit clients in the not-for-profit sector.

HARSHA RATHOD will be the Audit Lead for your assurance services. She will lead the provision of all services, monitoring and controlling costs to ensure you receive quality, effective and value-added service.

Our independence



We have complied with relevant ethical requirements and are not aware of any relationships between The Corporation of the Town of Fort Frances and our Firm that may reasonably be thought to bear on our independence.



Auditor's responsibilities: financial statements

We are responsible for forming and expressing an opinion on the consolidated financial statements that have been prepared by management, with oversight by those charged with governance. The audit of the consolidated financial statements does not relieve management or those charged with governance of their responsibilities. The scope of our work, as confirmed in our engagement letter attached as Appendix A to this letter, is set out below:

Year-End Audit Work

- ▶ Work with management towards the timely issuance of the consolidated financial statements, tax returns and consents for offering documents.
- ▶ Prepare (review) applicable tax returns for the year ended December 31, 2021.
- ▶ Provide timely and constructive management letters. This will include deficiencies in internal control identified during our audit.
- ▶ Present significant findings to the Mayor and Council including key audit and accounting issues, any significant deficiencies in internal control and any other significant matters arising from our work.



We are required to obtain an understanding of the system of internal control in place in order to consider the adequacy of these controls as a basis for the preparation of the consolidated financial statements, to determine whether adequate accounting records have been maintained and to assess the adequacy of these controls and records as a basis upon which to design and undertake our audit testing.

We are required to report to you in writing about any significant deficiencies in internal control that we have identified during the audit.



Auditor's responsibilities: fraud

We are responsible for planning and performing the audit to obtain reasonable assurance that the consolidated financial statements are free of material misstatements, whether caused by error or fraud, by:

- ▶ Identifying and assessing the risks of material misstatement due to fraud;
- ▶ Obtaining sufficient and appropriate audit evidence regarding the assessed risks of material misstatement due to fraud, through designing and implementing appropriate responses; and
- ▶ Responding appropriately to fraud or suspected fraud identified during the audit.

The likelihood of not detecting a material misstatement resulting from fraud is higher than the likelihood of not detecting a material misstatement resulting from error because fraud may involve collusion as well as sophisticated and carefully organized schemes designed to conceal it.

Behind the audit report



Learn how we audit your financial statements

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Auditor's responsibilities: fraud

Throughout our planning process, we performed risk assessment procedures and related activities to obtain an understanding of the entity and its environment, including the Municipality's internal control, to obtain information for use in identifying the risks of material misstatement due to fraud and made inquiries of management regarding:

- ▶ Management's assessment of the risk that the consolidated financial statements may be materially misstated due to fraud, including the nature, extent and frequency of such assessments;
- ▶ Management's process for identifying and responding to the risks of fraud in the Municipality, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist;
- ▶ Management's communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in The Corporation of the Town of Fort Frances; and
- ▶ Management's communication, if any, to employees regarding its view on business practices and ethical behavior.

We are not currently aware of any fraud affecting the Municipality. If you are aware of any instances of actual, suspected, or alleged fraud, please let us know.



Significant risks and planned responses

We have identified the following significant risks that require special audit consideration. These risks were identified based on our knowledge of the Municipality, our past experience, and input from management and the Mayor and Council. Please review these significant risks and let us know your thoughts on these or any other areas of concern.

Financial statement areas	Risks noted	Audit approach
Revenue Recognition	PS 3510 requires that taxation revenue be recognized when it is authorized and the taxable event occurs which is the period for which the tax is levied. As a result, supplemental/omitted levies and write-offs should be recognized in the year that the applicable tax relates to. The related assessment or write-off of taxes typically occurs subsequent to the tax year being assessed. This results in a risk that the Municipality has unrecognized supplemental/omitted levies and tax write-offs that relate to the tax year being audited, as they have yet to be assessed by MPAC.	Complete a review for unrecognized supplemental/omitted levies and tax write-offs by tracing building permits to related tax assessments, examination of minutes of settlement received subsequent to year end, and discussion with the Chief Administrative Officer, Treasurer and Council.
Revenue Recognition	Revenue is not appropriately recognized under section PS 3410 - Government Transfers. Risk that revenue is recognized before eligibility criteria and/or other stipulations of the transfers are met.	Review recognition policy for consistency with professional standards. Review funding agreements for eligibility criteria and/or stipulations to ensure proper recognition of revenue.
Expenditure Recognition	Risk that invalid expenditures have been recognized to reduce or avoid recoveries of unspent funding.	Review program expenditures to ensure that only valid expenditures have been recognized and that expenses allocated towards specific government transfers meet the eligibility criteria outlined in the related funding agreement.

Materiality

We determined preliminary group materiality to be \$760,000, based on 3% of Expenditures.

Misstatements are considered to be material if they could reasonably be expected to influence the decisions of users based on the consolidated financial statements.

Our materiality calculation is based on the Municipality's preliminary results. If actual results change significantly, we will communicate those changes to the Mayor and Council as part of our year-end communication.

We will communicate all corrected and uncorrected misstatements identified during our audit to the Mayor and Council, other than those which we determine to be "clearly trivial."

We encourage management to correct any misstatements identified throughout the audit process.



Group matters

Fort Frances Power Corporation

Component auditor	BDO Canada LLP Fort Frances
Overview of work to be performed	Full audit of the component financial statement prepared under IFRS.
Overview of our involvement in the work performed by the component auditor	Work is performed by our office, there will be a separate audit team performing the work for this component.

Fort Frances Network Services

Component auditor	BDO Canada LLP Fort Frances
Overview of work to be performed	Compilation engagement of the component financial statement prepared under ASPE.
Overview of our involvement in the work performed by the component auditor	Work is performed by our office, there will be a separate team performing the work for this component.



Using the work of others

Experts

To complete the audit of your consolidated financial statements, we will rely in part on the work of EBA Engineering Consultants Ltd. and Morneau Shepell. Canadian generally accepted auditing standards require us to communicate with the expert. We propose to discuss the following with EBA Engineering Consultants Ltd. and Morneau Shepell:

- ▶ The objective and nature of our audit engagement and how we intend to use the expert's findings and report.
- ▶ Our assessment of the significant and risk aspects of the engagement that will affect the expert's work.
- ▶ The requirement to advise us if they have any relationship with the Company which could impair their judgment or objectivity in the conduct of their engagement.
- ▶ The nature, timing and extent of the expert's work and our planned review of it, possibly including review of their working papers.
- ▶ Confirmation that the assumptions used in their calculations are consistent with those used in the prior periods and with industry standards.
- ▶ Their obligation to advise BDO Canada LLP of any matters up to the estimated audit report date that may affect their calculations and their report.

We ask that the appropriate level of management review the data provided to EBA Engineering Consultants Ltd. and Morneau Shepell and that they also review the assumptions used and results reported by the expert.





How we audit financial statements: Our six-step audit process

IDENTIFY AND ASSESS RISK

Focus on those areas of financial statements that contain potential material misstatements as a consequence of the risks you face

OBTAIN AUDIT EVIDENCE

Perform audit procedures while maintaining appropriate degree of professional skepticism, to conclude whether or not the financial statements are presented fairly

REPORT

Communicate our opinion and details of matters on which we are required to report

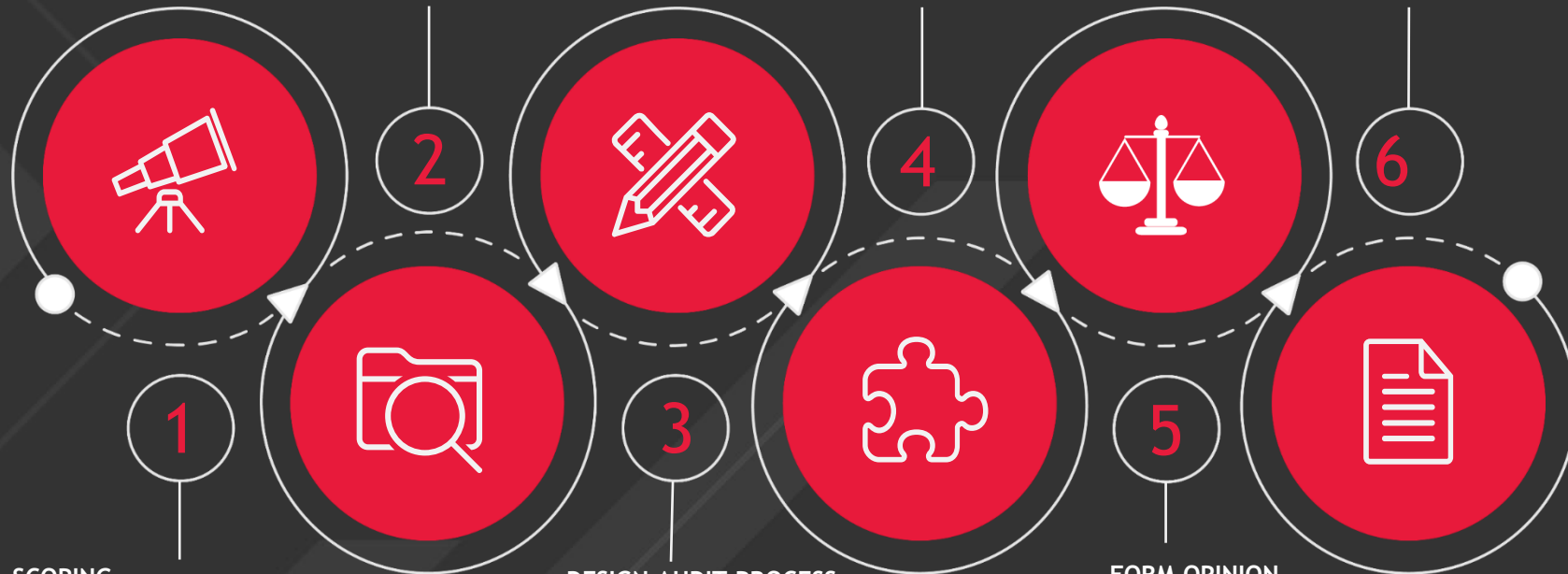
New Standard for Audit Quality



ISQM 1

The quality of an audit depends not only on the people conducting it—but also on the systems underpinning it. These new rules up the ante for your audit quality.

[SEE THE STANDARD](#)



SCOPING

Complete a preliminary review to plan the audit, determine the materiality level, and define the audit scope

DESIGN AUDIT PROCESS

Design an appropriate audit strategy to obtain sufficient assurance and enable us to report on the financial statements

FORM OPINION

Evaluate whether we have enough evidence to conclude that the financial statements are free from material misstatement, and consider the effect of any potential misstatements found



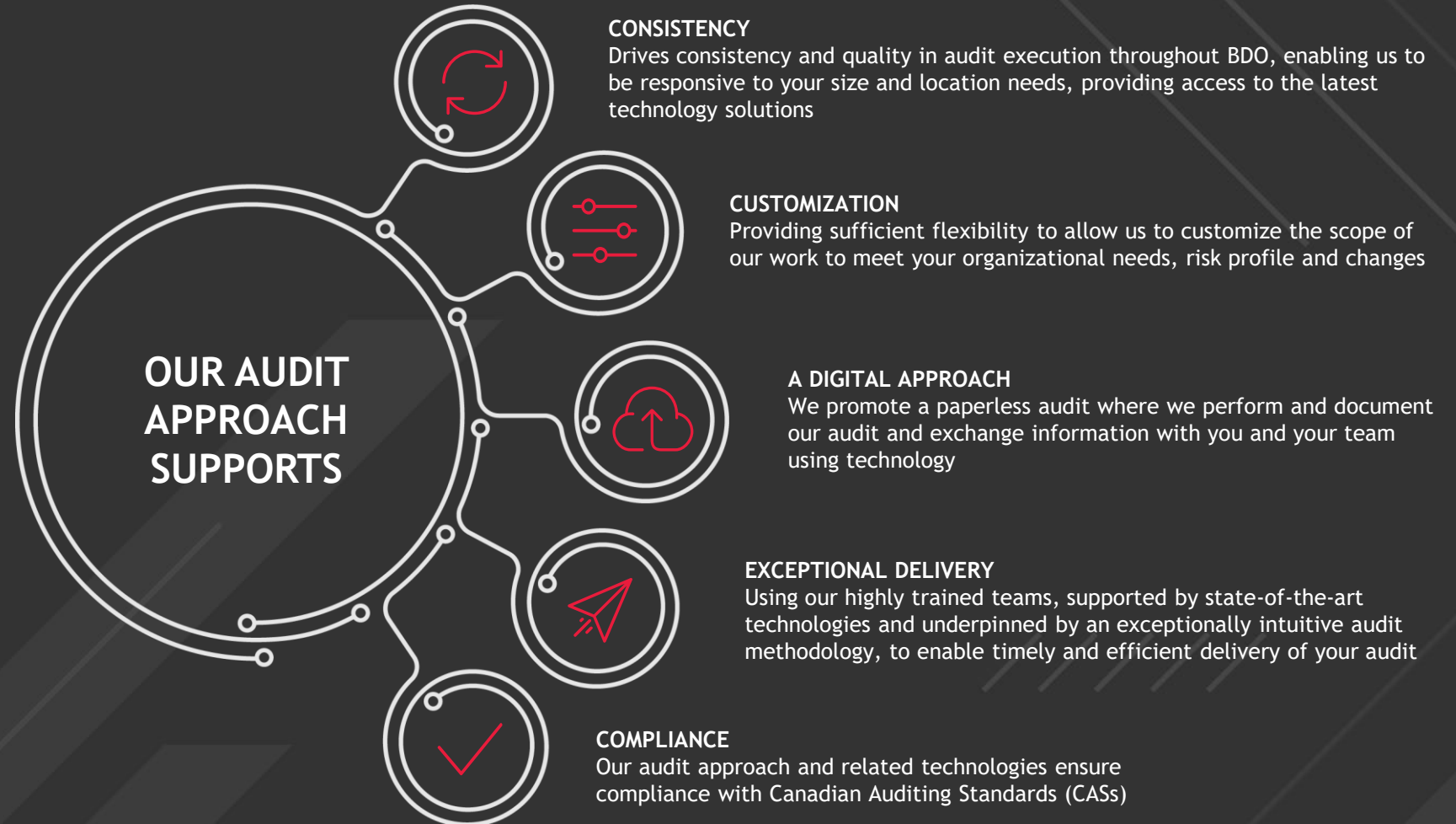
Our audit approach: Responsiveness in action

The cornerstone of each audit engagement is how we deliver our services.

Our firm is deliberately structured to allow one partner to every six staff members. This means easy access to senior staff and the lead partner throughout your audit, as well as a quick turnaround on any questions. It also helps our team gain a better understanding of your organization.

Our audit process differs from the typical audit in our use of in-field reviews, subject to COVID-19 safety protocols. The benefit of these in-field reviews is that final decision-makers are on site ensuring issues are resolved and files closed quickly.

We offer clients the full-service expertise of a national firm. Even more: As part of the global BDO network, we provide seamless and consistent cross-border services to clients with global needs. Yet we maintain a local community focus. The comprehensive range of services we deliver is complemented by a deep industry knowledge gained from nearly 100 years of working within local communities.



BDO's digital audit suite

Our digital audit suite of technologies enables our engagement teams to conduct consistent risk-based audits, both domestically and internationally, with maximum efficiency and minimal disruption to our clients' operations and people.



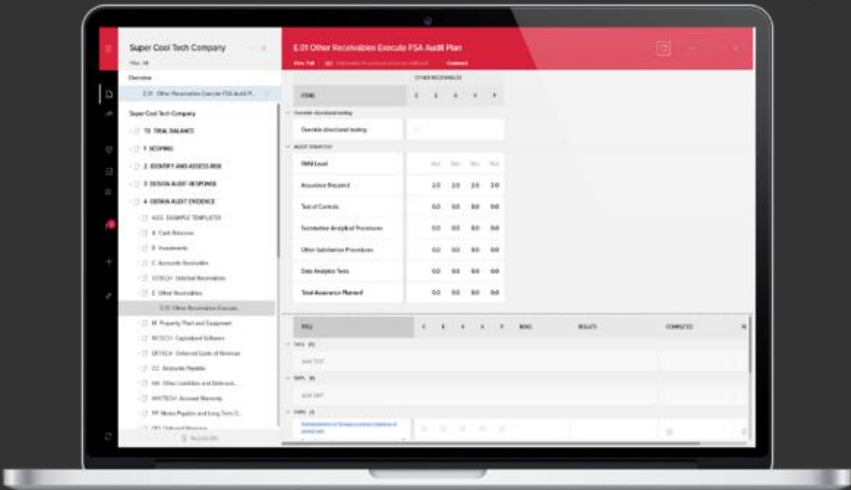
APT Next Gen

Our audit software and documentation tool, APT, is an integral part of our audit methodology. Our professionals engage APT to devise and perform appropriate, risk-based audit procedures and testing based on applicable Canadian Auditing Standards (CASs), as well as to factor in engagement and industry-specific objectives and circumstances.

APT enables us to deliver an audit that fits your organization—whether large or small; complex or basic.

This sophisticated tool also amplifies two key attributes of our audits: consistency and quality. The quality framework that we developed measures our audit performance with hard quality indicators and reflects our indispensable culture for quality. To see our audit quality and consistency in action, look no further than how our teams share best audit practices for continuous improvement.

Through a strategic alliance with Microsoft and the introduction of new technology, this global, cloud-based application can now streamline and focus the audit process in even more ways for BDO professionals and their clients.





BDO Portal

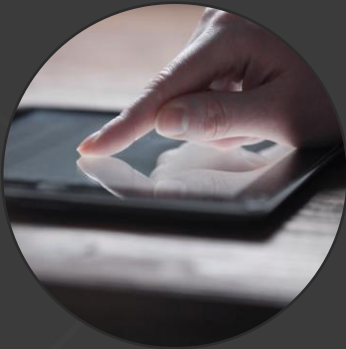
BDO Portal transforms and enhances your digital experience with your BDO advisors. Available at any time, Portal enables you to access all services, tools, apps, and information and to collaborate with your advisors in a seamless way through a flexible, appealing, and secure environment.





Recommended resources

Key changes to financial reporting



When the rules of reporting change, you may need to fine-tune how to present financial statements and govern the organization.

**ACCESS OUR
KNOWLEDGE CENTRE**

The latest tax pointers



Corporate. Commodity. Transfer pricing. International tax. Government programs. Together they add up to immense differences on the organization's bottom line. Our tax collection keeps you current.

STAY ON TOP OF TAXES

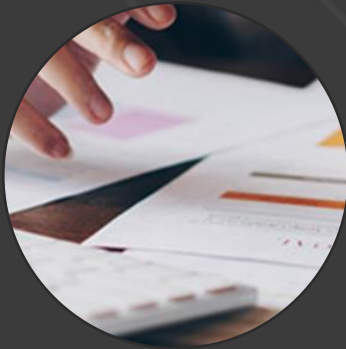
BDO Canada Sustainability Practice



Whether you're building a recovery plan, scanning new opportunities for growth, or revisiting your response—you'll find something to help you in our library of 100-plus webinars, articles, infographics, and videos.

LEARN MORE

Specific to you



We think the resource below may be of interest to the Mayor and Council

READ ARTICLE

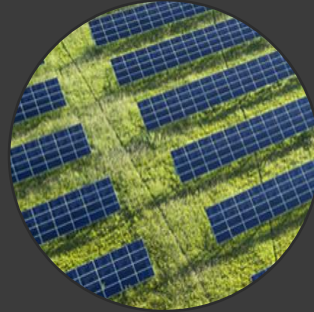


Spotlight on Sustainability

Transformative world events—an international health crisis, social movements, shareholder and investor values, global supply chains, energy transition, smart cities, and sustainable finance—are transforming Canadian business.

Standards and regulations are rapidly changing to reflect the goals of all of your stakeholders. Organizations, investors, and customers are embracing environmental, social, and governance (ESG) considerations as important measures of success. Non-financial and financial information is becoming more interconnected.

How climate change became a business issue worth reporting



[READ ARTICLE](#)

Why manufacturers should be reviewing their ESG strategy now



[READ ARTICLE](#)

What executives need to do to align ESG with strategy



[READ ARTICLE](#)

5 reasons why businesses should care about ESG



[READ ARTICLE](#)

How does COVID-19 impact the environment?



[READ ARTICLE](#)

BDO Global Sustainability Resource Hub



[EXPLORE NOW](#)

ESG, and the business case for dealing with climate change



[READ ARTICLE](#)

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

STAFFING

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

	2020	2021
WSIB	0.00	0.00
WI/LTD	0.00	0.00
SICK DAYS	8.75	10.13
COMPASSIONATE LEAVE	0.00	3.00
FLOATERS	1.00	3.00
VACATION	60.00	37.00
BANKED TIME USED	14.75	8.16
OFF	0.00	0.00
STATUTORY HOLIDAYS	26.00	50.00
TOTAL	110.50	111.29

OVERTIME HOURS

Equivalent Straight Time Hours:

	2020	2021	2020	2021
	Sept	Sept	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	2.50	2.00
ENGINEERING	0.00	1.50	4.00	9.75
INTERDEPARTMENTAL	0.00	7.50	10.75	31.75
PRIVATE WORK	6.75	0.00	18.00	30.50
RECYCLE/GARBAGE	10.13	19.75	24.63	63.25
ROADS	4.75	9.00	389.00	203.00
SEWER COLLECTION	27.50	27.75	99.50	249.25
SIDEWALKS	0.00	16.50	63.00	51.75
STORES	0.00	0.00	50.50	37.00
VEHICLE & EQUIPMENT	0.00	0.00	33.00	0.00
WATER TREATMENT PLANT	58.25	23.50	263.00	267.25
WATER DISTRIBUTION	53.75	101.50	446.25	384.00
WASTEWATER (STP)	0.00	0.00	0.00	0.00
TOTAL	161.13	207.00	1404.13	1329.50

TRANSPORTATION REPORT

September 2021

ROADS:

Storm Water Management – Urban

Replaced a catch basin and installed new curb and gutter at 411 Minnie Avenue.

Storm Water Management - Rural:

Removed beaver dams as required
Cut grass along ditches with Trackless

Hard Top Maintenance:

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

Loose Top Maintenance:

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

Roadside Maintenance:

- Cut grass at deadends and CN crossings

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required
- Continue painting crosswalks, stop bars, parking spaces, handicap parking areas and yellow No Parking Areas

Regular Maintenance:

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

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Cut grass at Public Works building and yards.
- Empties and cleaned shop area for Household Hazardous Waste Day

Private Work:

- Installed a culvert for a Private Crossing at 333 Sixth Street West.
- Installed a Private Crossing at 1124 Third Street East

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

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

Vehicles and Equipment:

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

Public Relations:**Sewer and Water:**

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.

Sewer and Water (cont'd)

- Replaced sidewalk, curb and driveway entrance at 860 Kings Highway that were removed when installing new sewer service.
- Replaced sidewalk at 806 Portage Avenue that was removed during a water service repair.

Interdepartmental:

- Installed a gravel pad and fencing at the Airport for the new propane tank.
- Repaired front gate and fencing at the Airport.
- Vacuum excavated to help Parks install a new flag pole at the Point Park on September 15, 2021.
- Ken McCormick provided coverage for vacation at the Airport September 3, 4 and 5th

Recycling:

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

Training:**Health & Safety:**

Milt Strachan,
Superintendent of Transportation

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

STAFFING

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

	2020	2021
WSIB	0.00	0.00
WI/LTD	0.00	0.00
SICK DAYS	12.13	13.56
COMPASSIONATE LEAVE	3.00	0.00
FLOATERS	7.00	1.13
VACATION	40.75	34.38
BANKED TIME USED	14.79	16.44
OFF	2.81	0.00
STATUTORY HOLIDAYS	26.00	25.00
TOTAL	106.48	90.51

OVERTIME HOURS

Equivalent Straight Time Hours:

	2020	2021	2020	2021
	Oct	Oct	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	2.50	2.00
ENGINEERING	0.00	4.00	4.00	13.75
INTERDEPARTMENTAL	0.00	4.50	10.75	36.25
PRIVATE WORK	7.75	3.00	25.75	33.50
RECYCLE/GARBAGE	34.25	10.25	58.88	73.50
ROADS	12.00	3.00	401.00	206.00
SEWER COLLECTION	24.75	39.50	124.25	288.75
SIDEWALKS	3.00	18.75	66.00	70.50
STORES	0.00	0.00	50.50	37.00
VEHICLE & EQUIPMENT	0.00	0.00	33.00	0.00
WATER TREATMENT PLANT	13.25	16.00	276.25	283.25
WATER DISTRIBUTION	9.50	38.50	455.75	422.50
WASTEWATER (STP)	0.00	115.50	0.00	115.50
TOTAL	104.50	253.00	1508.63	1582.50

TRANSPORTATION REPORT

October 2021

ROADS:

Storm Water Management – Urban

Storm Water Management - Rural:

Removed beaver dams as required

Hard Top Maintenance:

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

Loose Top Maintenance:

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

Roadside Maintenance:

- Cut grass at deadends and CN crossings

Winter Control:

Traffic Operations:

- Repaired and replaced signs as required.

Regular Maintenance:

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

Buildings and Grounds:

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

Private Work:

- Installed private crossing at 839 Minnie Avenue

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

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

Vehicles and Equipment:

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

Public Relations:

- Picked up and cleaned planters from islands around town and stored for winter.
- Delivered several barricades to the Library parking lot for the annual Halloween Trunk or Treat.

Sewer and Water:

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.
- Installed new sidewalk, curb and driveway entrance on the 400 block of Victoria Avenue after a water service repair.

Interdepartmental:

- Installed a cement pad at the Sewage Treatment Plant for the new generator
- Ken McCormick provided coverage for vacation at the Airport from October 8th to 15th.

Recycling:

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

Training:

Health & Safety:

- A workplace inspection was done on October 28, 2021.

Milt Strachan,
Superintendent of Transportation



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



Dated: Dec 1, 2021

Period: NOV 2021

RRFDC 2 Year Action Plan:

	KPI and (Completion Date)	Actions
Mill Site: Planning and collaboration Work with Riversedge/Aazhogan Seek opportunities for development.	Complete study (Q1 2022) Create collaborative plan with partners (Ongoing) Assist with marketing efforts and support (Ongoing)	<ul style="list-style-type: none">• Industrial Rate Study Completed approved by committee and sent to A and F• Project in Progress Draft Report Dec 2
MAT Committee: (Tourism) Implement Marketing Plan with FedNor and NOHFC funding Experiential Tourism New product development	Website development (Q2 2021) Host workshops on experiential tourism (Q4 2021) Initialize a digital marketing program (Q3 2021) Return occupancy to pre-COVID-19 19 levels (Q4 2022) Preparation for growth (2023)	<ul style="list-style-type: none">• Soliciting experiences Workshops – OCT 12,13 were held, Ongoing support and mentorship is being provided• Destinationfortfrances.ca building• Winter Tourism work – Virtual Ice Fishing Derby and Snowmachine related marketing• WEEKEND FAMILY DAY ICE FISHING DERBY
Downtown Re-vitalization and SME Retention: Promote increased use of market square.	Market the square to micro and home businesses startups (Ongoing) Maintain GL percentage usage (Ongoing-Q4 2022)	<ul style="list-style-type: none">• GL new signs• Increased Social Media X2• GL stable

Support (loans etc.) - Digital Support (Training) - GoLocal	Add net 2 new merchant members. (Q4 2021)	
Woodyard and Gateway: RFI for “Attraction Land” Promote woodyard to hotel developers. Promote site to multi-residential developers.	Issue RFI (Q2 2021) Market property to 40 hotel developers (Q1 2022) Market to housing developers (Q1 2022) Create marketing materials (Ongoing to Q1 2021)	<ul style="list-style-type: none"> • Hotel investment groups list creation is ongoing. • Three presentations to developers • 2 Meetings
Industrial Lots: Promote the industrial lot sites.	Provide recommendations to Council on economic value (Ongoing)	<ul style="list-style-type: none"> • Three Potential sale in development for multiple acres • Report to Council on offer sent in Oct • Two active additional interest
Mining Supply and Service: Market Fort Frances as a location	Two meetings with New Gold (Annually)	<ul style="list-style-type: none"> • Welcome Packages sent • NewGold is redoing it’s procurement process – Spring 2022
Rainy Lake Square Activities/Project Petunia/Canada Day: Assist in the transition to museum staff.	Ensure a smooth transition (Q1 2021) Monitor activities and assist were needed (Q3 2021)	<ul style="list-style-type: none"> • Transferring assets and files, providing assistance as required. • Market is very successful!
Boundary Waters Forest Management/Wood Products: Participate in BWFMC Seek users for available fiber.	Attend BW meetings (Ongoing) Communicate opportunities (Q2/3 2021 start) Market fiber available with BWFMC (Q3 2021) Execute fiber study Q2 2021 (based on NOHFC) Moved to Q3 NOHFC late Share fiber information with potential	<ul style="list-style-type: none"> • Attended BWFMC Meetings • Fiber Study with multiple partners early 2022 completion • Two active forestry interests considering Fort Frances as location. • One inactive interest – based on report may return to interest.

	users (Ongoing) Meet with 4 possible users (Q4 2022)	
Partnerships and Relationships	Attend BIA and Chamber Meetings RRDMA linkages Meetings with all Ind Ec Dev Agencies	<ul style="list-style-type: none"> • Meeting with FN Regional Ec Corp. • RRDMA presentation in Spring • RRFDC at meetings for BIA and Chamber
NWO travel loop		<ul style="list-style-type: none"> • Attended Meetings – draft website up

Additional Activities:

- Inbound inquires
- Requests for information
- Support to community groups when requested
- Fort Frances Social Media