

TOWN OF FORT FRANCES

AGENDA - January 10, 2022

MEETING - Council Chambers , Civic Centre

Microsoft Teams meeting

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Phone Conference ID: 313 195 195#

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1. **COUNCIL MEETING**
(Session No. 1) to immediately follow the Committee of the Whole
 - 1.1 Call to Order / Roll Call
 - 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 CORR: Fort Frances Sports Hall of Fame re: Request for Sponsorship 4 - 6
- will be referred to the Administration & Finance Executive Committee for recommendation.
3. **Approval of Council Minutes: ***
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13. <u>ADJOURNMENT</u>	
14. <u>* Previously distributed to Council</u>	
15. <u>** Items can be viewed by contacting the Clerk</u>	

Fort Frances Sports Hall of Fame

Memorial Sports Centre

740 Scott Street | Fort Frances, ON | P9A 1H8

FortFrancesSportsHOF@hotmail.com



January 1, 2022

Mayor and Council

Town of Fort Frances,

320 Portage Ave,

Fort Frances, ON P9A 3P9

Request for Sponsorship: Fort Frances Sports Hall of Fame 2022 Induction Class

Dear Mayor Caul and Council members,

The Fort Frances Sports Hall of Fame was founded in 2012. Our mission is to preserve and honour our area's rich and proud sports heritage. Since the inaugural induction ceremony in 2015, 11 athletes, 15 builders and 7 teams have been honoured for their outstanding accomplishments and contributions to a wide variety of sports.

The Fort Frances Sports Hall of Fame will celebrate our fourth class of inductees on August 13, 2022 at La Place Rendezvous. The induction ceremonies are open to the public with more than 150 guests in attendance, including Honoured Member alumni, and of course family, friends and former team mates of the new inductees. While the event honours the contributions and accomplishments of inductees, it also recognizes the importance of sport in our lives and community.

Our six person selection committee chose the following nine inductees from 20 submissions.

Athletes:

- Danny Johnson: played in the NHL and WHA. Named captain of Winnipeg Jets.
- Kelly Lyons: nationally ranked Masters level swimmer
- Danny Smith: represented Fort Frances during a distinguished 21 year career in Special Olympics.



Please follow us on Facebook for Hall of Fame news and to view profiles of inductees.
Visit the Fort Frances Sports Hall of Fame in the lobby of the Memorial Sports Centre



Fort Frances Sports Hall of Fame



Our Mission:

The Fort Frances Sports Hall of Fame was founded in 2012. Our mission is to preserve and honour our area's rich and proud sports heritage. During induction ceremonies in 2015, 2017 and 2019 a total of 11 athletes, 15 builders and 7 teams have been honoured for their outstanding accomplishments and contributions to a wide variety of sports.

Fort Frances Sports Hall of Fame Members:

ATHLETES:

Johnny Coward
Ed Kryzanowski
Mike Allison
Keith "Huffer" Christiansen
Pete Kawulia
Brock Madill
Frank "Ike" Eisenzoph
David Brockie
Chris Lindberg
Jeff Treftlin
Dave Mitchell

BUILDERS:

R. H. "Bob" Peters
Art Berglund
David Allison
Bill Selman
John "Gino" Gasparini
Jon Gustafson
James Witherspoon
Glenn Witherspoon
Scott Clendenning
Barney Maher
Ken Christiansen
Bruce McLeod
Bob and Mary Beth Tkachuk
Scott Fawcett

TEAMS:

1952 Fort Frances
Canadians
1989 FFHS Muskie Football
1960 Fort Frances
Canadians
1958 Manitoba Schoolboy
Curling
1980 Muskie Girls
Basketball
1996 Police National Curling
1953-54 Jaycees Juvenile
Hockey Team

Our Team:

Our committee is comprised of Mike Allison, Dan Bird, Dave Bruyere, Jeannie Bujold, Scott Fawcett, Bob Tkachuk, and Glenn Witherspoon.

2022 Induction Ceremony: (We plan to hold induction ceremonies every third year.)

The next ceremony to recognize the accomplishments of the inductees will be held August 13, 2022 at La Place Rendezvous. We expect another outstanding class of inductees. The Induction Banquet is open to the public with more than 150 guests including sponsors, Honoured Member alumni, and of course family, friends and former team mates of the new Inductees.

Sponsorship Opportunities:

The Fort Frances Sports Hall of Fame is only able to operate with the generous support of sponsors. Your sponsorship helps us cover the cost of staging the induction ceremony and producing the plaques presented to inductees and the copy of that plaque permanently displayed in the Hall of Fame in the lobby of the Memorial Sports Centre. As a non-profit volunteer organization we are not able to issue receipts for tax deductible purposes.

Builders:

- 1991 - 1993 Fort Frances Curling Club Committee (President Roy Avis): built the new curling club on Eighth Street after the original club was condemned only two years earlier.
- Dave Egan: 37 years coaching minor hockey, key member of Ice for Kids Committee.
- Herman Guimond: from the late 1940's to the 1980's Guimond's name was synonymous with hockey in Fort Frances and on Couchiching First Nation.
- Terry Ogden: Head Coach of the first two OFSAA Gold Medal hockey teams at FFHS.

Teams:

- 1989 Plaza Lanes YBC Bantam Girls Bowling Team - Canadian Gold Medalists
- 1986 Muskie Hockey OFSAA Gold Medal Champions

We acknowledge the challenges municipalities face when providing funding for events such as ours but we are encouraged by the fact that the Town of Fort Frances continues to strongly support events like this. Sponsorship levels are explained in the enclosed presentation. Sponsorships cover the costs of producing the inductee's plaques which will be on permanent display in the lobby of the Memorial Sports Centre. If you have any questions please call me at 274 - 4023.

Yours in sport,



Michael Allison

TOWN OF FORT FRANCESMINUTESSESSION NO. 79December 9, 2021

The meeting of Council of the Town of Fort Frances was held virtually in the Committee Room on December 9, 2021

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

ALSO PRESENT: F. Anwar CAO, and G. Lecuyer, Clerk

1 COUNCIL

Call to Order/Roll Call

Mayor Caul called the meeting to order at 5:30 p.m.

Disclosure of pecuniary interest and the general nature thereof
There were no disclosure of interest.

2 IN-CAMERA

Council Proceeds in closed session at 5:32 p.m.

833 McTaggart-Judson: THAT Council now meet in-camera in order to address a matter pertaining to:

Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, : Agency One

CARRIED

The following staff members were present:

F. Anwar, CAO and G. Lecuyer, Clerk

A confidential document was submitted from the Solicitors to be considered by Council regarding Agency One. Council was provided an opportunity to review and discuss the matter. Solicitors being Clare Brunetta, Jerome Morse and Paul Brunetta entered the closed virtual session at 6:05 p.m. Council was provided an opportunity for further clarification and provided direction. A motion is to follow the closed session for Council's final consideration.

3 Public Session Resumes (6:54 p.m.)**4 Resolutions Required as a result of In-Camera discussions:**

Per the closed session Council considered the following motion:

835 McTaggart-Hallikas: THAT Council move forward with the response letter as ~~presented~~ amended

CARRIED

5 ADJOURNMENT

The meeting adjourned at 6:56 p.m.

836 Behan-Judson: THAT this special meeting of the Council of the Town of Fort Frances be now closed.

TOWN OF FORT FRANCESMINUTESSESSION NO. 80December 13, 2021

The meeting of Council of the Town of Fort Frances was held in the Council Chambers , Civic Centre on December 13, 2021

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

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer Clerk, K. Haney, Deputy Clerk. D. Galusha, Treasurer, J. Holliday, Deputy Treasurer, C. Vangel, Chief Building Inspector/Municipal Planner, T. Rob, Manager of Operations & Facilities, A. Bisson, Recreation & Culture Manager, T. Moffit, Fire Chief, Alyssa Hansma, HR Manager

1. COUNCIL MEETING

(Session No.80) to immediately follow the Committee of the Whole

1.1 Call to Order/Roll Call

Mayor Caul called the meeting to order at 7:05 p.m.

1.2 Territorial Acknowledgement

1.3 Moment of Meditation

1.4 Disclosure of pecuniary interest and the general nature thereof.

Councillor Judson declared a conflict on item 10.1 of the Committee of the Whole relating to the Integrity Commissioner report. The General Nature: he is presently engaged in litigation with the member of council who is the subject of the Integrity Commissioner's report.

Mayor Caul advised that she will defer to Deputy-Mayor Hallikas for the motion being presented for Council consideration relating to the Integrity Commissioner report as it pertains to her.

2. Consent Agenda:

2.1 Items Referred from Committee of the Whole

837 McTaggart - 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~~

CARRIED

3. Approval of Council Minutes: *

3.1 Session No. 78 November 22, 2021

838 Judson - Behan THAT the minutes of the Council meeting being Session Nos. 078 respectively dated November 22, 2021, having been typed and distributed be approved **as amended**.

CARRIED

4. Approval of Committee of the Whole Minutes: *

- 839 Wiedenhoeft - McTaggart THAT the reports of the Committee of the Whole of Council meetings being Session No. 086 dated November 22, 2021, having been typed and distributed be approved.

CARRIED

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

- 5.1 **Mayor Caul vacated her seat relating to resolution 849 and Deputy Mayor Hallikas assumed the Chair**

Resolutions from the Committee of the Whole are as follows:

- 840 Brunetta - Hallikas THAT the report dated December 6, 2021 from By-law Enforcement Officer re Best for Kitty be referred back to the Planning and Development Executive Committee.

As amended.

CARRIED

- 841 Behan-Wiedenhoeft: THAT the report received December 6, 2021 from By-law Enforcement Officer re Single Use Plastics Postponement be approved to 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.

Recorded vote called by Councillor Judson

	Yea	Nay	Disclosure of Interest
M. Behan	X		
W. Brunetta	X		
J. Caul	X		
A. Hallikas	X		
D. Judson		X	
J. McTaggart	X		
R. Wiedenhoeft	X		

CARRIED

- 842 Hallikas-Wiedenhoeft: THAT the report dated December 8, 2021 from the Manager of Operations and Facilities re: Development of a Splash pad be approved to 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.

CARRIED

- 843 Behan-McTaggart THAT on the recommendation of the Economic Development Executive Committee, that Council endorses 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, with

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a covering letter acknowledging Council's full support of the FFPC and summarizing the importance of the FFPC to the economy of Fort Frances.

As amended.

CARRIED

- 844 Behan-Hallikas: THAT the report dated November 24, 2021 from Fire Chief/CEMC re: Amendment to 2022 Emergency Services User Fees & Charges be approved to agree with the recommendation of the Administration & Finance Executive Committee 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.

CARRIED

- 845 McTaggart-Wiedenhoeft: THAT the report dated December 8, 2021 from Municipal Clerk re: Invoices submission for Legal / Service from Integrity Commissioner be approved to agree with payment of Invoices from the Integrity Commissioner number FF026 and FF027 for services in the amount of \$36,250.50.

As amended.

CARRIED

- 846 Judson-Behan: THAT the report dated December 13, 2021 from the Manager of Recreation and Culture be approved to agree with 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.

CARRIED

- 847 Judson-Wiedenhoeft: THAT the report dated December 8, 2021 from the Manager of Operations and Facilities re: Approval of Minutes of Settlement between the Town of Fort Frances and Ontario be approved to 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.

CARRIED

- 848 Behan-McTaggart: THAT the report dated September 2, 2021 re Opportunity for Tax Incentives be approved to 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.

CARRIED

- 849 Behan-Hallikas: THAT Council agree with the recommendation from the Integrity Commissioner and receive the report as information.

As amended.

CARRIED

6. By-Laws:

6.1 Mayor Caul assumed the chair.

THAT the following by-laws be introduced and read, and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith:

- 850 McTaggart-Hallikas: •64/21 Being a by law to approve a funding agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program (Rural Enhancement Stream) Project Number: 7510005 – Airport

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- 65/21 Being a by-law to authorize the execution of an Agreement between The Corporation of The County of Wellington and the Corporation of the Town of Fort Frances re: My Story, My Tattoo
- 66/21 Being a by-law to impose certain user fees for the Corporation of the Town of Fort Frances
- 67/21 Being a by-law to authorize a Letter of Understanding (Extension) with the Township of Alberton regarding Dog By-law Enforcement Service
- 68/21 Being a by law to approve a funding agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program (Rural Enhancement Stream) Project Number: 7510009 – FF Senior's Centre Expansion
- 69/21 Being a by law to authorize the execution of an Agreement between The Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC and the Corporation of the Town of Fort Frances
- 70/21 Being a by law to authorize the Mayor and Clerk to sign the minutes of settlements with the Ministry of Environment, Conservation and Parks re: Appeal of conditions on a municipal drinking water license for the Town of Fort Frances drinking water system

CARRIED

7. New Items:

- 7.1 Motion for consideration re: Submission to Rainy River District Municipal Association - Fort Frances International Falls Bridge

851 Behan-Hallikas: WHEREAS Council of the Town of Fort Frances ("Town") adopted a resolution on June 14, 2021 voicing its concerns about the future of the International Bridge connecting Fort Frances, Ontario and International Falls, Minnesota, a copy of which is attached as Schedule "A";

AND WHEREAS Transport Canada has provided an opportunity for the Town to provide comments on the proposed sale of the International Bridge, which the Town did, by letter dated December 9, 2021, a copy of which is attached as Schedule "B" to this resolution;

AND WHEREAS Council continues to have serious concerns and reservations that the sale of the International Bridge may not appropriately respect the critical economic, social, and community role of the International Bridge for the Town, the Rainy River District and Northwestern Ontario;

AND WHEREAS the Town is concerned that Transport Canada's consultation on the sale of the bridge has not sufficiently canvassed input from other regional communities and stakeholders;

NOW THEREFORE, Council resolves that:

1. The Town calls on Transport Canada to require the new owner of the bridge to accept conditions on the license or approval of the new ownership of the International Bridge, such as codified terms which:
 - a. guarantee its continued long-term and safe use;
 - b. fix a ceiling on the price structure of tolls, require favorable tolls for local residents and Indigenous communities, and require a plan to lower tolls over the long-term;
 - c. require that the new owner develop and maintain an asset management plan and fund for the bridge, with such fund changing hands with the bridge in the future if it is sold; and
 - d. give the federal and provincial government a first right of refusal to acquire the bridge, should it be sold or offered for sale in the future, and that the federal and provincial governments prioritize making the bridge a public, toll-free asset in the future;
2. A copy of this resolution, together with its schedules, be forwarded to the Rainy River District Municipal Association and the Kenora District Municipal Association requesting that their association adopt a similar resolution of support for these concerns; and

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3. A copy of this resolution, together with its schedules, be forwarded to all other recipients identified in Schedule "A".
As amended.

CARRIED

8. Information Correspondence:

- 8.1 The following items were received.
 CORR: Support FONOM Request Re: Municipal Land Transfer Tax as Revenue Tool
- 8.2 CORR: Northern Community Development Services re: Single Use Plastic By-Law
- 8.3 CORR: Township of Amaranth re: MPAC Assessment
- 8.4 CORR: NOMA November 24, 2021 Board Meeting Report to Membership

9. Minutes of Local Boards / Committees:

- 9.1 The following items were received.
 Planning & Development Executive Committee - November 15, 2021
- 9.2 Community Services Executive Committee - November 15, 2021
- 9.3 Administration & Finance Executive Committee - November 16, 2021
- 9.4 Operations & Facilities Executive Committee - November 17, 2021
- 9.5 Economic Development Executive Committee - November 3, 2021

10. In-Camera:

- 10.1 Council proceeds in closed session at 7:35 p.m.

852 Judson-Wiedenhoeft: THAT Council now meet in-camera to address a matter pertaining to: litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; The Corporation of the Town of Fort Frances v. Lloyd's Underwriters

CARRIED

- 10.2 The following Staff members were present, CAO F. Anwar, Clerk Gabrielle Lecuyer, Deputy Clerk Karyn Haney. Presenting Marcus Snowden, Brian Lau (Legal Counsel) and Doug Brown. A confidential report was received by Doug Brown. Council was provided an opportunity for clarification and questions. Legal Counsel was provided direction to proceed as discussed. A motion for Council consideration will follow the closed session.

11. Public Session Resumes: 8:06 p.m.

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

- 12.1 Motion following the closed session

854 Behan-McTaggart: THAT Council provides direction to Legal Counsel per the recommendation in the closed session

CARRIED

13. **ADJOURNMENT:**

13.1 The meeting adjourned at 8:07 p.m.

855 Brunetta-Behan: THAT this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

14. * Previously distributed to Council

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

J. Caul, Mayor

_____, Chairperson

G. Lecuyer, Clerk

TOWN OF FORT FRANCESSESSION NO. #82REPORTCOMMITTEE OF THE
WHOLESeptember 17, 2021

A meeting of the Committee of the Whole of Council was held virtually and in the Council Chambers, Civic Centre on September 17, 2021 from 0900 hrs to 0943 hrs.

PRESENT: Chairperson, D. Judson, Mayor J. Caul, Councilors A. Hallikas, R. Wiedenhoeft, W. Brunetta.

ALSO PRESENT: F. Anwar, CAO, D. Galusha, Treasurer, K.Haney, Deputy Clerk

1. COMMITTEE OF THE WHOLE

(Session No. 82) 0900 hrs

- 1) Call to Order @ 0900 hrs
- 2) Disclosure of pecuniary interest and the general nature thereof - none

Chair Judson raised procedural concerns relevant of the calling to the closed session. Council agreed to not proceed forward in camera.

2. In-Camera

Council did not proceed in-camera

- 1) ~~litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; pending civil matter~~

3. Public Session Resumes

4. Adjourn @ 0943 hrs

TOWN OF FORT FRANCESSESSION NO. #87REPORTCOMMITTEE OF THE
WHOLEDecember 13, 2021

A meeting of the Committee of the Whole of Council was held virtually in the Committee Room and Council Chambers, Civic Centre on December 13, 2021

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

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer Clerk, K. Haney, Deputy Clerk. D. Galusha, Treasurer, J. Holliday, Deputy Treasurer, C. Vangel, Chief Building Inspector/Municipal Planner, T. Rob, Manager of Operations & Facilities, A. Bisson, Recreation & Culture Manager, T. Moffit, Fire Chief, Alyssha Hansma, HR Manager

1. Call to Order/Roll Call

1.1 Chair Judson called the meeting to order at 5:30 p.m.

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

2.1 Councillor Judson declared a conflict on item 10.1 the General Nature: he is presently engaged in litigation with the member of council who is the subject of the Integrity Commissioner's report. Councillor Judson vacated the chair and Councillor Behan assumed the chair.

Change agenda order

201 Behan - Hallikas THAT Council move agenda item 10.1 - Integrity Commissioner Report re: Mayor Caul to the first item of business on the agenda following the disclosure of interest (Item 2)

CARRIED

10.1 Integrity Commissioner Report re: Mayor Caul
- that Council table the report from the Integrity Commissioner re: Mayor Caul to the Regular Council Meeting of January 10, 2022
The Integrity Commissioner Paul Heayn provided a verbal summary of the report pertaining to a code of conduct complaint relating to Mayor Caul. Mayor Caul and Council was provided an opportunity for clarification and questions relating to the process. A motion for Council consideration will follow at the Regular Council Meeting this evening.

3. Delegations/Deputations:

3.1 Public Meeting: 2022 Budget
There was no deputation or submission.

4. Council Reports on Board & Committee Activity:

4.1 **Mayor Caul - Verbal Update**
Mayor Caul provided a verbal review of 2021.

Councillor Behan - Verbal Update

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Councillor Behan provided a reminder regarding the AGM RRDMA submission of Dec 16, 2021.

Councillor Brunetta - Verbal Update

Councillor Brunetta provided a verbal report on her attendance at the Health Unit Board meeting.

Councillor Hallikas - Verbal Update

No update at this time.

5. Consent Agenda:

5.1 This item was pulled by Councillor Judson

Best for Kitty Request Letter

- 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

202 Brunetta - Behan: 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, 5.8, ~~5.9~~

CARRIED

5.2 This item was pulled by Councillor Judson

Single Use Plastics Postponement

-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

- 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

- 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 This item was pulled by Councillors: Brunetta, Wiendenhoeft and Judson

Development of a Splash Pad

- 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.

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- 5.6 Enter into a Contribution Agreement with the Northern Ontario Heritage Fund for Sorting Gap Marina Improvements
- 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 Sorting Gap Marina Improvements
 2. That an authorizing by-law be prepared authorizing the agreement to be signed by Mayor and Clerk.
- 5.7 Award of Tender 2021-OF-17 - Installation of a Standby Power System at the Fort Frances Wastewater Treatment Plant
- 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.
- 5.8 Annual Energy Conservation and Demand Management Report
- 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
- 5.9 This item was pulled by Councillor Judson
- IESO-NW Ontario Presentation
- 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

6. Administration and Finance Division:

- 6.1 Amendment to 2022 Emergency Services User Fees & Charges
- 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. There was no discussion. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.
- 6.2 Council direction Re: Invoices submission for Legal / Service from Integrity Commissioner
- 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 outstanding remaining expenses and fees for the remainder of the year 2021 submitted by the Integrity Commissioner~~. The motion will be presented as amended for Council's consideration at the Regular Council Meeting following this session.

7. Community Services Division:

- 7.1 Memorial Sports Centre Canteen
- 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. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

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8. Operations and Facilities Division:

- 8.1 Approval of Minutes of Settlement between the Town of Fort Frances and Ontario
 - 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. The by-law will be presented for Council's consideration at the Regular Council Meeting following this session.

9. Economic Development:

- 9.1 Opportunity for Tax Incentives
 -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. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

10. General:

- 10.1 Agenda Item moved to the first item of business following the disclosure of interest.
 Integrity Commissioner Report re: Mayor Caul
 - that Council table the report from the Integrity Commissioner re: Mayor Caul to the Regular Council Meeting of January 10, 2022

11. Information:

- 11.1 The following seven items were received. Council was provided an opportunity for clarification and questions relating to all information items.
- PDEC November report
- 11.2 Fire Rescue Service - October & November 2021 Report
- 11.3 General Fund to October 31/21 - Sewer Fund to October 31/21 - Water Fund to October 31/21
- 11.4 BDO Audit Planning Report - December 31, 2021
- 11.5 Operations and Facilities Division - Public Works Area - Operations Stats - September 2021
- 11.6 Operations and Facilities Division - Public Works Area - Operations Stats - October 2021
- 11.7 Rainy River Future Development Corporation as of November 2021, 2 year Action Plan

12. ADJOURNMENT

- 12.1 The meeting adjourned at 7:04 p.m.
- 203 Behan - McTaggart THAT this meeting of the Committee of the Whole of Council of the Town of Fort Frances be now closed.

CARRIED

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D. Judson, Chairperson

G. Lecuyer, Clerk

100-04/03
Ontario

By-Law No. _____

A by-law authorizing the borrowing of money to meet current expenditures of the council of The Corporation of the Town of Fort Frances
(the "Municipality")

- A. In accordance with subsection 407(1) of the Ontario *Municipal Act*, S.O. 2001, c.25 (the "Act"), the Municipality considers it necessary to borrow the amount of \$400,000 to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year.
- B. Pursuant to subsection 407(2) of the Act, the total amount borrowed pursuant to this by-law together with the total of any similar borrowings is not to exceed the limits set forth in that subsection or other relevant sections of the Act and if so required under subsection 407(2), the Municipality shall have obtained the approval of the Ontario Municipal Board.

Therefore, the Council of the Municipality enacts as follows:

1. The Head and the Treasurer are authorized on behalf of the Municipality to borrow from time to time from **Canadian Imperial Bank of Commerce ("CIBC")** a sum or sums not exceeding in the aggregate \$ _____ to meet, until taxes are collected, the current expenditures of the Municipality for the year pursuant to subsection 407(1) of the Act, and to execute any documents that are required in connection with the borrowing of the above sum, plus interest, at a rate to be agreed upon from time to time with CIBC, in addition to any reasonable charges of CIBC associated with this borrowing.
2. All sums borrowed pursuant to this by-law, as well as all other sums borrowed pursuant to the Act in this year and in previous years from CIBC for any purpose will, with interest thereon, be a charge upon the whole of the revenues of the Municipality for the current year and for all preceding years as and when this revenue is received.
3. The Treasurer is authorized and directed to apply in payment of all sums borrowed plus interest, all of the moneys collected or received on account in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for this purpose.
4. The Treasurer is authorized to furnish to CIBC a statement showing the nature and amount of the estimated revenues of the Municipality not yet collected and also showing the total of any amounts borrowed that have not been repaid.

Passed this _____ day of _____, _____.



Head of the Municipality

Clerk

I hereby certify that the foregoing is a true and complete copy of the By-law numbered above of the Municipality in the Province of Ontario, duly passed at a meeting of the Council of the Municipality and that this By-law is in full force and effect.

Dated this _____ day of _____, _____.

Witness the corporate seal



Clerk

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. XX/22

(Being a by-law to provide for an interim tax levy in the year 2022 and to provide for penalty and interest to be charged on the unpaid balance for late payment of said interim taxes, all as provided for in the *Municipal Act, 2001*, (the “Act”), S.O. 2001, Chapter 25, Sections 307, 317, and 345.)

WHEREAS *Section 317 (1) of the Act*, as amended, provides that the Council of a local municipality, before the adoption of the estimates for the year, may pass a by-law to levy amounts on the assessment of property in the local municipality rateable for local municipal purposes;

AND WHEREAS in *Section 317 (3)*, paragraph 1, the amount levied shall not exceed the prescribed percentage, or 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for the previous year;

AND WHEREAS *Section 317 (9)* provides an exception that Council has the authority to adjust the interim taxes levied on particular properties if they are of the opinion that the interim tax levy on those particular properties is too high or too low in comparison to the estimate of the current year total taxes on those properties;

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

1. **THAT** before the adoption of the estimates for 2021, there shall be levied by taxation in the Town of Fort Frances an adjusted annualized property tax as provided for in the *Municipal Act, 2001*, Section 317.
2. **THAT** the Interim taxes levied under this By-Law shall be payable in 2 instalments, the first being fifty (50)% of the total taxes levied and the second being the remaining balance of said taxes with due dates for payment as follows:

First Instalment: February 28, 2022
Second Instalment: March 31, 2022
3. **THAT** pursuant to Section 345 there shall be imposed on the first day of default a penalty of one and one-quarter (1¼) per cent on each instalment of taxes payable as herein provided or part thereof remaining unpaid after the same shall become due and payable.
4. **THAT** pursuant to Section 345 there shall be imposed interest of one and one-quarter (1¼) per cent on each instalment of taxes payable as herein provided or part thereof remaining unpaid after the first day of default on the first day of each calendar month in which default continues until the 31st day of December 2022.
5. **THAT** the Treasurer, not later than twenty-one (21) days prior to the date that the first instalment is due shall mail or cause to be mailed to the address of the residence or place of business of each person taxed, a tax notice setting out the amount of each instalment, the date by which it is to be paid and the penalty charge imposed for late payment.
6. **THAT** all taxes shall be paid to the Corporation of the Town of Fort Frances.
7. **THAT** the Treasurer is hereby empowered to accept part payment from time to time on account of any taxes due.

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

PASSED and **ENACTED** this 10th day of January 2022.

J. Caul, Mayor

G. Lecuyer, Clerk

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW No. XX / 22

(Being a by law to approve a funding agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program (Rural Enhancement Stream) Project Number: 7510000 – Sorting Gap Marina Improvements

WHEREAS Section 22 of the Municipal Act, 2001, c. 25 as amended, authorizes Councils of local municipalities to pass by-laws to enter into agreements with the Province of Ontario, if it does so in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

AND WHEREAS on December 13, 2021 Council received a report from the Operations and Facilities Manager, to enter into contribution Agreement with (NOHFC) for the Sorting Gap Marina Improvements based on the recommendation of the Operations and Facilities Executive Committee

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into a funding agreement with NOHFC

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

1. THAT the Mayor and the Clerk be authorized on behalf of the Municipality, to execute, and to affix the Corporate Seal of the Municipality, as per Schedule “A” attached and forming part of this by-law.
2. THAT this by law shall come into force and take effect on the final passing thereof.

Enacted and passed this 10th day of January 2022.

J. Caul, Mayor

G. Lecuyer, Clerk

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:

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW NO.XX/22

Being a by law to authorize the execution of an agreement with Prezio Electric awarded through the public tender process (21-OF-17).

WHEREAS *the Municipal Act, 2001, c. 25 as amended, Section 9*, grants a municipality the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS *Section 10 (1) of the Municipal Act, 2001, c. 25 as amended*, authorizes a single-tier municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS on December 13, 2021 Council received a report from the Manager of Operations & Facilities which awarded the tender for the Installation of a Standby Power System at the Fort Frances Wastewater Treatment Plant to Prezio Electric (Tender No. 21-OF-17); based on the recommendation of the Operations & Facilities Executive Committee

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an Agreement with Prezio Electric

NOW THEREFORE be it resolved that council of the Corporation of the Town of Fort Frances **HEREBY ENACTS** as follows:

1. **THAT** the Mayor and the Clerk be authorized on behalf of the Town, to execute, and to affix the Corporate Seal of the Town, as per Schedule “A” attached to and forming part of this By-Law
2. **THAT** this By-law shall come into force and take effect upon the final passing thereof.

Enacted and **passed** this 10th day of January 2022.

J. Caul, Mayor

G. Lecuyer Clerk

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021.

BETWEEN:

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

- and -

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

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

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

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

invoices, any adjustments to monies owing will be made with notification to the Contractor.

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

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

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

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

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

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

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

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

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

Witness to signature of Tenderer

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON
SIGNING:

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Address of Witness:

Address of Contractor:

Phone Number of Witness:

Phone Number of Contractor:

Fax Number: _____

Cell Number: _____

The Corporation of the Town of Fort Frances

per: _____

per: _____

I/we have authority to bind the Town

SCHEDULE 3

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

SIGNATURE OF CONTRACTOR:

Witness to signature of Tenderer

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON SIGNING:

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

Address of Witness:

Phone Number of Witness:

Address of Contractor:

Phone Number of Contractor:

Fax Number:

Cell Number:

The Corporation of the Town of Fort Frances
per:

per:

I/we have authority to bind the Town

Date:

 , 2021.

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. XX/22

(Being a by-law to amend by-law 11/20 in respect of single-use plastic bags and certain other harmful single-use products and packaging materials within the Town of Fort Frances).

WHEREAS: The *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “**Act**”), provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority and that it may do so by by-law;

AND WHEREAS on the 27th day of January 2020, Council of the Corporation of the Town of Fort Frances enacted By-law 11/20, being a By-law in respect of single-use plastic bags and certain other harmful single-use products and packaging materials within the Town of Fort Frances

AND WHEREAS a Council may amend By-laws in accordance with the Municipal Act;

AND WHEREAS Council deems it necessary to amend By-law 11/20 to provide for the postponement of enforcement per the recommendations of the Planning & Development Executive Committee identified in a report to Council presented December 13, 2021. And while other housekeeping items were also identified that require amendments;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF FORT FRANCES ENACTS AS FOLLOWS

THAT the following Section be amended as follows:

To strike and insert as follows:

Whereas Section B (~~Section 11(2)[5]~~) and insert 10 (1) (5) of the Act provides that a municipality may pass by-laws respecting the economic, social, and environmental well-being of the municipality, including in respect of climate change;

To strike and insert as follows:

Whereas Section C. ~~Section 11(3)[3] of the Act provides that a municipality may pass by-laws respecting matters relating to waste management;~~ and insert 10 (1) of the Act provides that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public

To strike and insert as follows under part 5 General:

5.3 Effective Date.

(2) Section 3.2 of this by-law shall come into force on ~~January 1, 2022~~ and insert June 30, 2022.

PASSED and ENACTED this 10th day of January 2022

June Caul, Mayor

Gabrielle Lecuyer, Clerk

**CHRISTINE TARLING**

Director of Legislated Services & City Clerk

Corporate Services Department

Kitchener City Hall, 2nd Floor

200 King Street West, P.O. Box 1118

Kitchener, ON N2G 4G7

Phone: 519.741.2200 x 7809 Fax: 519.741.2705

christine.tarling@kitchener.ca

TTY: 519-741-2385

December 1, 2021

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

Dear Prime Minister:

This is to advise that City Council, at a meeting held on November 22, 2021, passed the following resolution regarding conversion therapy:

"WHEREAS Conversion practices or conversion “therapy” (also known as “reparative therapy”, “reintegrative therapy” or “aversiontherapy”) include any treatment, practice, or sustained effort that has the intended effect of denying, repressing, discouraging or changing a person’s non-heterosexual sexual orientation, noncisgender gender identity or gender expression, or any behaviours associated with a gender other than the person’s sex assigned at birth; and,

WHEREAS all such practices are unscientific, dangerous and proven to cause harm to their victims; and,

WHEREAS such practices are opposed by more than 50 professional associations, including the Canadian Association the Canadian Association of Social Workers, Canadian Psychiatric Association, Canadian Professional Association for Transgender Health, Canadian Psychological Association, College of Registered Psychotherapists of Ontario, as well as the United Nations and World Health Organization; and,

WHEREAS Bill C-6-2020, An Act to Amend the Criminal Code (Conversion Therapy), which proposed five conversion therapyrelated offences, was an historic piece of legislation preceded by decades of advocacy by conversion practice survivors, that progressed to the second reading stage in the Senate before dying on the order paper when an election was called in August 2021; and,

WHEREAS several cities across Canada have adopted bylaws to prohibit conversion practices or are in the process of doing so, including the City of Kingston and the City of Thunder Bay in Ontario; and,

-2-

WHEREAS the City has adopted a Strategic Plan with a theme of being a “Caring Community”, which includes a commitment to supporting our diverse populations, including the removal of social stigmas and where possible being more equitable and inclusive; and,

WHEREAS Kitchener continues to seek opportunities to demonstrate leadership in making all those within our community feel equal and included;

THEREFORE BE IT RESOLVED that Kitchener City Council formally denounce conversion practices as dangerous and harmful, perpetuating myths and stereotypes about sexual orientation and gender identity and expression; and,

THEREFORE BE IT FURTHER RESOLVED that the City of Kitchener request our Office of Equity, Anti-Racism and Indigenous Initiatives explore ways to support conversion therapy survivors and those at risk; and,

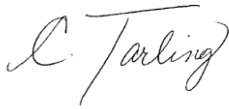
THEREFORE BE IT FURTHER RESOLVED that Kitchener City Council direct City staff to continue to monitor legislative developments at the federal and/or provincial orders of government pertaining to conversion therapy, and in conjunction with any actions taken by them and our regional and municipal partners locally, bring a report to Council outlining any further legislative and/or policy actions which may be contemplated by the municipality to further prohibit conversion practices, and,

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Right Honourable Prime Minister of Canada, Minister of Housing, and Diversity and Inclusion, Minister of Justice, Minister for Women and Gender Equality and Youth, and area Members of Parliament urging creation of a new bill within the first 100 days of their mandate which will include a “no consent” provision to protect Canadians of all ages; and,

THEREFORE BE IT FINALLY RESOLVED that a copy of this resolution be forward to the Honourable Premier of Ontario, area Members of Provincial Parliament, the Association of Municipalities of Ontario, and all other municipalities in Ontario encouraging both the Province and other municipalities to also formally denounce and take action to prohibit conversion practices against all persons regardless of age."

-3-

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Hon. Ahmed Hussen, Minister of Housing, Diversity and Inclusion
Hon. David Lametti, Minister of Justice
Hon. Marci Ien, Minister for Women and Gender Equality and Youth
Hon. Doug Ford, Premier of Ontario
Tim Louis, MP (Kitchener-Conestoga)
Raj Saini, MP (Kitchener Centre)
Marwan Tabbara, MP (Kitchener South-Hespeler)
Laura Mae Lindo, MPP (Kitchener Centre)
Mike Harris, MPP (Kitchener Conestoga)
Amy Fee, MPP (Kitchener South-Hespeler)
Monika Turner, Association of Municipalities of Ontario
Ontario Municipalities

MUNICIPALITY OF
SHUNIAH**COUNCIL RESOLUTION**Resolution No.: 430-21Date: Dec 14, 2021

Moved By: _____

Seconded By: _____

THAT Council hereby supports the attached resolution from the City of Kitchener regarding Bill C-6-2020, An Act to Amend the Criminal Code (Conversion Therapy); and

BE IT RESOLVED that a copy of this resolution be forwarded to the Premier of Ontario Honourable Doug Ford, area Members of Provincial Parliament, local MP's and MPP's, the Association of Municipalities of Ontario, and all other Ontario municipalities.

☒ **Carried**☐ **Defeated**☐ **Amended**☐ **Deferred**


 Signature

Municipality of Shuniah, 420 Leslie Avenue, Thunder Bay, Ontario, P7A 1X8



Representing the Districts of Kenora, Rainy River and Thunder Bay
 P.O. Box 10308, Thunder Bay, ON P7B 6T8
www.noma.on.ca
 p. 807.683.6662 e. admin@noma.on.ca

December 14, 2021

Resolution 2021-10: Support the Township of Hornepayne's resolution in response to the City of St. Catherine's request for the provincial government to work with the federal government on a new national childcare program bilateral agreement

THAT the Northwestern Ontario Municipal Association does hereby support the Township of Hornepayne's resolution as attached in response to the City of St. Catherine's resolution requesting that the provincial government takes the necessary steps to work with the federal government on a bilateral agreement to ensure the new national childcare program be made available to Ontarians; and,

WHEREAS the Northwestern Ontario Municipal Association is in favour of this request through which a bilateral agreement will provide focus on increased access, affordability, quality, and responsiveness, all of which are essential to the COVID-19 pandemic recovery

THEREFORE BE IT RESOLVED THAT this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Leaders of the Provincial Opposition parties, the Ontario Municipal Social Services Association (OMSSA), the Association of Municipalities of Ontario (AMO), Rural Ontario Municipal Association (ROMA), Ontario Small Urban Municipalities (OSUM), and the Federation of Northern Ontario Municipalities (FONOM), all Clerks and CAOs of NOMA.

Moved By: Rick Dumas

Seconded By: Jody Davis

CARRIED

President

Township of Hornepayne
68 Front Street
P.O. Box 370
Hornepayne, ON P0M 1Z0



The Geographic Centre of Ontario

Tel: (807) 868-2020
Fax: (807) 868-2787
www.townshipofhornepayne.ca
info.hpayne@bellnet.ca

December 13, 2021

Sent Electronically

Hon. Doug Ford, Premier of Ontario doug.fordco@pc.ola.org

Hon. Steve Clark, Minister of Municipal Affairs and Housing steve.clark@pc.ola.org

RE: National Childcare Program

Please find the attached copy of Resolution No. 2021-361 in support of the City of St. Catharines's request for the provincial government to work with the federal government on a bilateral agreement to ensure the new national childcare program can be made available.

Your support of this resolution would be greatly appreciated.

Best Regards,

Jennifer Hill
Deputy Clerk
Township of Hornepayne

c.c.: Ontario Municipal Social Services Association (OMSSA) info@omssa.com
Association of Municipalities of Ontario (AMO) / Ontario Small Urban
Municipalities (OSUM) amo@amo.on.ca
Rural Ontario Municipal Association (ROMA) roma@roma.on.ca
Northwestern Ontario Municipal Association (NOMA) admin@noma.on.ca
Federation of Northern Ontario Municipalities (FONOM) fonom.info@gmail.com
City of St. Catharines clerks@stcatharines.ca

Attach.

The Corporation of the Township of Hornepayne
68 Front Street, PO Box 370
Hornepayne, Ontario
P0M 1Z0



COUNCIL RESOLUTION

MOVED BY: Peter Kistemaker NO. 2021-361
name
SECONDED BY: Drago Stefanic DATE: December 8, 2021
name

WHEREAS the Township has received correspondence from the City of St. Catharines requesting support for their resolution urging the provincial government to take the necessary steps to work with the federal government on a bilateral agreement to ensure the new national child care program be made available to Ontarians; and,

WHEREAS Council is in favour of this request through which a bilateral agreement will provide focus on increased access, affordability, quality and responsiveness, all of which are essential to the COVID-19 pandemic response;

THEREFORE BE IT RESOLVED that Council of the Corporation of the Township of Hornepayne hereby directs staff to forward this resolution to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Ontario Municipal Social Services Association (OMSSA), the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipal Association (ROMA), Ontario Small Urban Municipalities (OSUM), the Northwestern Ontario Municipal Association (NOMA), and the Federation of Northern Ontario Municipalities (FONOM), with a copy to the City of St. Catharines.

 Carried Defeated Deferred

signature of presiding officer

RECORDED VOTE:	YES	NO	ABSTAINED
Councillor Belinda Kistemaker	—	—	—
Councillor Peter Kistemaker	—	—	—
Councillor Jon Peroff	—	—	—
Councillor Drago Stefanic	—	—	—
Mayor Cheryl Fort	—	—	—

Disclosure of pecuniary interest and the general nature thereof.
(Name) _____ (Name) _____
Disclosed the pecuniary interest and the general nature thereof and abstained from the discussion, vote and influence.
(Clerk) _____



**SOUTH
FRONTENAC**

Office of the Clerk
4432 George St, Box 100
Sydenham ON, K0H 2T0
613-376-3027 Ext 2222
amaddocks@southfrontenac.net

December 20, 2021

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

Dear Premier:

Re: Joint & Several Liability

Please be advised that the Council of the Corporation of the Township of South Frontenac passed the following resolution at their regular meeting held December 7, 2021.

Moved by Councillor Sutherland

Seconded by Councillor McDougall

That the Council of the Corporation of the Township of South Frontenac reaffirm its concern from October 2019 regarding joint and several liability and again request a review of the law to ensure a fair and reasonable way to ensure those who suffer losses are made whole while preventing the further scaling back of public services owing to the excessive insurance costs that result from joint and several liability.

And that this resolution be circulated to AMO and all other Ontario Municipalities. Carried.

South Frontenac along with other municipalities and the Association of Municipalities of Ontario (AMO) have lobbied for a fair, reasonable and responsible way to ensure those who suffer losses are made whole again without asking municipalities to bear that burden alone.

We understand that this matter is under review at Queen's Park but continue to have concerns about the inequity of the current system.

We look forward to any updates on this issue.

Yours truly

Angela Maddocks

Clerk

c.c. AMO

Ontario Municipalities

www.southfrontenac.net



**SOUTH
FRONTENAC**

Office of the Clerk
4432 George St, Box 100
Sydenham ON, K0H 2T0
613-376-3027 Ext 2222
amaddocks@southfrontenac.net

December 20, 2021

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

Dear Premier:

Re: Daylight Savings Time

Please be advised that the Council of the Corporation of the Township of South Frontenac passed the following resolution at their regular meeting held November 16, 2021.

Moved by Mayor Vandewal

Seconded by Councillor Sleeth

That the Council of the Corporation of the Township of South Frontenac support Bill 214 passed by the Legislative Assembly of Ontario in 2020 to make Daylight Saving Time standard time.

And that this resolution be forwarded to the Premier of Ontario, the Premier of Quebec, and all Ontario Municipalities, asking that further discussions with Quebec and New York State take place in order for the Eastern Time Zone to remain at standard time and to discontinue Daylight Savings Time in this zone.

Carried.

South Frontenac Council is aware that the Attorney General will only enact the bill in coordination with the Province of Quebec and New York State. We strongly encourage other Ontario municipalities to support this initiative to discontinue the changing of the clocks twice a year.

We look forward to receiving any updates on this matter.

Yours truly

Angela Maddocks
Clerk

c.c. Francois Legault, Premier of Quebec

Gabrielle Lecuyer

From: admin@noma.on.ca
Sent: Wednesday, January 5, 2022 2:09 PM
To: admin@noma.on.ca
Subject: [External] FW: AMO Policy Update - New Year Calls to Action and other issues of municipal concern

[EXTERNAL]

Good Afternoon,

Happy New Year! Please see below the AMO Policy Update, if you have not already. Please add to your next Council Meeting.

Thank you,

Andrea Strawson

Executive Director
 Northwestern Ontario Municipal Association (NOMA)
 PO Box 10308, Thunder Bay, ON P7B 6T8
 E: admin@noma.on.ca
 P: (807) 683-6662
 C: (807) 621-9456

www.noma.on.ca

Follow us on Twitter: @noma_nwo

From: AMO Communications <Communicate@amo.on.ca>
Sent: January 5, 2022 2:00 PM
To: admin@noma.on.ca
Subject: AMO Policy Update - New Year Calls to Action and other issues of municipal concern

AMO Policy Update not displaying correctly? [View the online version](#)
 Add Communicate@amo.on.ca to your safe list

January 5, 2022

AMO Policy Update – New Year Calls to Action and other issues of municipal concern

Call to Action – Joint and Several Liability

In 2018, Premier Ford committed to reviewing the matter of municipal joint and several liability. This review was conducted in 2019 with AMO and municipalities fully participating. Unfortunately, the results of this provincial review have not been released and municipalities are still awaiting news of how the Attorney General will address this important matter.

As municipal leaders are aware, liability and risks are one major driver of exponentially increasing insurance costs. However, managing risk and liability also has environmental impacts such as road salt application affecting wetlands and water quality in our lakes and streams.

To help drive the policy discussion, AMO submitted [“Towards a Reasonable Balance – Addressing Growing Municipal Liability and Insurance Costs”](#) in October 2019 that provides a refresh on the municipal argument to find a balance to the issues and challenges presented by joint and several liability, including implementing full proportionate liability and a cap on economic loss awards. It provided seven straightforward recommendations for actions to deal with this problem.

AMO is now asking for municipal councils to lend their support to the 7 recommendations contained in the AMO submission to re-establish the priority for provincial action on this issue. Councils are encouraged to pass a resolution when you next meet to ask the government to work with us to on a plan for resolution before the end of its current mandate.

Please send your supportive resolutions to the Attorney General, the Honourable Doug Downey at attorneygeneral@ontario.ca and copy the Minister of Municipal Affairs and Housing, the Honourable Steve Clark at minister.mah@ontario.ca as well as the AMO President, Jamie McGarvey, at amopresident@amo.on.ca.

Call to Action – CN Rail and Drainage

AMO has prepared a [template letter](#) (also available for download in [.docx](#) format) for municipal Councils that are experiencing issues with drainage maintenance work, construction of new drains, and the collection of assessed costs to Railways for the *Drainage Act*. The template letter, which can be modified by each municipal Council, is intended to amplify support of the Ontario Minister of Agriculture, Food and Rural Affairs (OMAFRA)’s [letter](#) dated December 23, 2021. As the Minister states in her letter, “Given that federally regulated railways are indeed subject to the *Drainage Act*, we expect CN Rail to pay its costs as assessed under the *Drainage Act* and not to hinder the progress of these projects or others in the future.”

Municipal Councils are encouraged to send the letter to each of the recipients copied in the letter and forward a copy to policy@amo.on.ca.

Providing More Care, Protecting Seniors and Building More Beds Act Receives Royal Assent

On December 9th, the *Providing More Care, Protecting Seniors, and Building More Beds Act, 2021*, received [Royal Assent](#). The legislation will repeal the *Long-Term Care Homes Act, 2007* and replace it with the *Fixing Long-Term Care Act, 2021*. This new Act establishes in law the commitment to provide an average of four hours of direct care per resident per day by March 31, 2025, with increasing interim goals to increase care; establish new compliance and enforcement tools, including doubling the fines on the conviction of an offence; and align the Residents' Bill of Rights with the Ontario *Human Rights Code* and recognize the role caregivers play in resident health and well-being. The legislation also makes changes to the *Retirement Homes Act, 2021*.

AMO provided both a [written submission](#) to the Standing Committee on the Legislative Assembly and presented to the Committee our feedback on the Bill. The legislature made a revision to include emotional needs in the preamble of the Act, but not as a fundamental principle as was advocated for by AMO and other organizations. The government is set to propose and publicly consult on regulations for the two Acts in the coming months. AMO will continue to provide input and advocate for increased funding for municipal homes to implement emotion-focused models of care.

Call for Ideas: Housing Accelerator Fund and Rent-to-Own Program

The federal Minister of Housing and Diversity has launched a Call for Ideas for two of the federal government's priorities outlined in the Speech for the Throne. The Housing Accelerator Fund would aim to remove barriers and help municipalities build housing more quickly in an ambitious and innovative manner, while the Rent-to-Own program would aim to help make it easier for renters to work towards home ownership. Municipalities, provinces and territories, Indigenous governments, organizations and communities, private and non-profit housing sectors, and Canadians are invited to share their ideas on how these programs could be most effective.

Ideas can be submitted until January 31, 2022 at <https://www.placetocallhome.ca/callforideas>.

AMO Submission to the Ministry of Health on Municipal-OHT Engagement

AMO has submitted [recommendations](#) to the Minister of Health that will improve and standardize the relationship between Ontario Health Teams (OHTs), municipal governments, and District Social Service Administration Boards (DSSABs). Currently 50 OHTs have been established in the province; however, of the 42 OHTs that were approved prior to September 17th, 2021, only 40% have listed a municipality as a partner or member.

The integration of municipal governments and District Social Service Administration Boards into Ontario Health Teams' (OHTs) decision-making across the province has been inconsistent and inappropriate for an order of government. AMO has long called upon the province to mandate a municipal voice into health care service planning and decision making. AMO's submission calls on the Ministry to implement these recommendations and ensure that municipal knowledge is integrated into local system planning and management of the health care system.

Municipal Cannabis Resources Available

AMO has assembled resources and key messages for municipalities to consider when addressing personal and designated medical cannabis grows in their communities and in their provincial and federal cannabis advocacy. [The Municipal Resources](#) have been assembled to provide examples of how Ontario communities have addressed issues related to medical cannabis grows. They do not reflect any requirements but offer examples of possible tools for municipal governments to consider.

The [Key Messages for Municipalities](#) offer messaging that municipal governments may choose to consider in their provincial and federal cannabis advocacy. Both resources have been compiled based on the input and contributions of AMO's Personal and Designated Medical Cannabis Grows Staff Working Group.

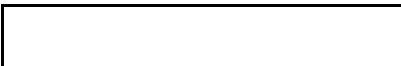
AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to covid19@amo.on.ca.

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



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before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
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Towards a Reasonable Balance:

Addressing growing municipal liability and insurance costs

Submission to the Attorney General of Ontario

October 1, 2019



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Office of the President

Sent via email to: doug.downeyco@pc.ola.org
magpolicy@ontario.ca

October 1, 2019

The Honourable Doug Downey
Attorney General of Ontario
McMurtry-Scott Building, 11th Floor
720 Bay Street
Toronto, Ontario
M7A 2S9

Dear Attorney General Downey,

Municipal governments accept the responsibility to pay their fair share of a loss. Always. Making it right and paying a fair share are the cornerstones of our legal system. Citizens expect nothing less of their local governments.

But what is a challenge for municipalities and property taxpayers alike, is being asked to assume someone else's responsibility for someone else's mistake. Municipal governments should not be the insurer of last resort. For municipalities in Ontario, however, the principle of joint and several liability ensures that they are just that.

Joint and several liability means higher insurance costs. It diverts property tax dollars from delivering public services. It has transformed municipalities into litigation targets while others escape responsibility. It forces municipal government to settle out-of-court for excessive amounts when responsibility is as low as 1%.

There must be a better way. There must be a better way to help ensure those who suffer losses are made whole again without asking municipalities to bear that burden alone. There must be a better way to be fair, reasonable, and responsible.

AMO welcomes the government's commitment to review joint and several liability. It is a complex issue that has many dimensions. Issues of fairness, legal principles, "liability chill", insurance failures and high insurance costs are all intertwined. Many other jurisdictions have offered additional protection for municipalities and AMO calls on the Ontario government to do the same.

What follows is a starting point for that discussion. Our paper reasserts key issues from AMO's 2010 paper, AMO's 2011 insurance cost survey, provides more recent examples, and details some possible solutions of which there are many options.

Municipalities are in the business of delivering public services. Municipal governments exist to connect people and to advance the development of a community. It is time to find a reasonable balance to prevent the further scaling back of public services owing to joint and several liability, "liability chill", or excessive insurance costs.



Towards a Reasonable Balance:
Addressing growing municipal liability and insurance costs

Together with the provincial government, I am confident we can find a better way.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. McGarvey', is written over a horizontal line.

Jamie McGarvey
AMO President



Executive Summary

AMO's advocacy efforts on joint and several liability in no way intends for aggrieved parties to be denied justice or damages through the courts. Rather, municipal governments seek to highlight the inequity of how much "deep pocket" defendants like municipalities are forced to pay, for both in and out of court settlements.

It is entirely unfair to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimal fault or to assume responsibility for someone else's mistake.

Municipal governments cannot afford to be the insurer of last resort. The principle of joint and several liability is costing municipalities and taxpayers dearly, in the form of rising insurance premiums, service reductions and fewer choices. The *Negligence Act* was never intended to place the burden of insurer of last resort on municipalities.

As public organizations with taxation power and "deep pockets," municipalities have become focal points for litigation when other defendants do not have the means to pay. At the same time, catastrophic claim awards in Ontario have increased considerably. In part, joint and several liability is fueling exorbitant increases in municipal insurance premiums.

The heavy insurance burden and legal environment is unsustainable for Ontario's communities. Despite enormous improvements to safety, including new standards for playgrounds, pool safety, and better risk management practices, municipal insurance premiums and liability claims continue to increase. All municipalities have risk management policies to one degree or another and most large municipalities now employ risk managers precisely to increase health and safety and limit liability exposure in the design of facilities, programs, and insurance coverage. Liability is a top of mind consideration for all municipal councils.

Joint and several liability is problematic not only because of the disproportional burden on municipalities that are awarded by courts. It is also the immeasurable impact of propelling municipalities to settle out of court to avoid protracted and expensive litigation for amounts that may be excessive, or certainly represent a greater percentage than their degree of fault.

Various forms of proportionate liability have now been enacted by all of Ontario's competing Great Lakes states. In total, 38 other states south of the border have adopted proportionate liability in specific circumstances to the benefit of municipalities. Many common law jurisdictions around the world have adopted legal reforms to limit the exposure and restore balance. With other Commonwealth jurisdictions and the majority of state governments in the United States having modified the rule of joint and several liability in favour of some form of proportionate liability, it is time for Ontario to consider various options.

There is precedence in Ontario for joint and several liability reform. The car leasing lobby highlighted a particularly expensive court award made in November of 2004 against a car leasing company by the victim of a drunk driver. The August 1997 accident occurred when the car skidded off a county road near Peterborough, Ontario. It exposed the inequity of joint and several liability for car leasing companies. The leasing companies argued to the government that the settlement had put them at a competitive disadvantage to lenders. They also warned that such liability conditions would likely drive some leasing and rental companies to reduce their business in Ontario. As a result, Bill 18 amended the *Compulsory Automobile Insurance Act*, the *Highway Traffic*



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Act and the Ontario *Insurance Act* to make renters and lessees vicariously liable for the negligence of automobile drivers and capped the maximum liability of owners of rental and leased cars at \$1 million. While Bill 18 has eliminated the owners of leased and rented cars as “deep pocket” defendants, no such restrictions have been enacted to assist municipalities.

A 2011 survey conducted by AMO reveals that since 2007, liability premiums have increased by 22.2% and are among the fastest growing municipal costs. Total 2011 Ontario municipal insurance costs were \$155.2 million. Liability premiums made up the majority of these expenses at \$85.5 million. Property taxpayers are paying this price.

These trends are continuing. In August of 2019, it was reported the Town of Bradford West Gwillimbury faces a 59% insurance cost increase for 2019. This is just one example. AMO encourages the municipal insurance industry to provide the government with more recent data and trends to support the industry’s own arguments regarding the impact joint and several has on premiums.

Insurance costs disproportionately affect small municipalities. For 2011, the per capita insurance costs for communities with populations under 10,000 were \$37.56. By comparison, per capita costs in large communities with populations over 75,000 were \$7.71. Property taxpayers in one northern community are spending more on insurance than their library. In one southern county, for every \$2 spent on snowplowing roads, another \$1 is spent on insurance.

In 2016, the Ontario Municipal Insurance Exchange (OMEX), a not-for-profit insurer, announced that it was suspending reciprocal underwriting operations. The organization cited, a “low pricing environment, combined with the impact of joint and several liability on municipal claim settlements” as reasons for the decision. Fewer choices fuels premium increases.

Learning from other jurisdictions is important for Ontario. The Province of Saskatchewan has implemented liability reforms to support its municipalities. As a municipal lawyer at the time, Neil Robertson, QC was instrumental in laying out the arguments in support of these changes. Now a Justice of the Court of Queen’s Bench for Saskatchewan, AMO was pleased to have Neil Robertson prepare a paper and address AMO conference delegates in 2013. Much of the Saskatchewan municipal experience (which led to reforms) is applicable to the Ontario and the Canadian municipal context. Summarised below and throughout this paper are some of Robertson’s key findings.

Robertson found that, regardless of the cause, over the years municipalities in Canada have experienced an accelerating rate of litigation and an increase in amounts of damage awards. He noted these developments challenge municipalities and raise financial, operational and policy issues in the provision of public services.

Robertson describes the current Canadian legal climate as having placed municipalities in the role of involuntary insurer. Courts have assigned municipal liability where liability was traditionally denied and apportioned fault to municipal defendants out of proportion to municipal involvement in the actual wrong.

This increased exposure to liability has had serious ramifications for municipalities, both as a deterrent to providing public services which may give rise to claims and in raising the cost and reducing the availability of insurance. The cost of claims has caused insurers to reconsider not only



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what to charge for premiums, but whether to continue offering insurance coverage to municipal clients.

Robertson also makes the key point that it is reasonable for municipal leaders to seek appropriate statutory protections. He wrote:

“Since municipalities exist to improve the quality of life for their citizens, the possibility of causing harm to those same citizens is contrary to its fundamental mission. Careful management and wise stewardship of public resources by municipal leaders will reduce the likelihood of such harm, including adherence to good risk management practices in municipal operations. But wise stewardship also involves avoiding the risk of unwarranted costs arising from inevitable claims.”

And, of course, a key consideration is the reality that insurance premiums, self-insurance costs, and legal fees divert municipal funds from other essential municipal services and responsibilities.

It is in this context that AMO appreciated the commitments made by the Premier and the Attorney General to review the principle of joint and several liability, the impact it has on insurance costs, and the influence “liability chill” has on the delivery of public services. Now is the time to deliver provincial public policy solutions which address these issues.

Recommendations

AMO recommends the following measures to address these issues:

1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.
2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10-day rule on slip and fall cases given recent judicial interpretations, and whether a 1-year limitation period may be beneficial.
3. Implement a cap for economic loss awards.
4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third-party liability coverage to \$2 million in government regulated automobile insurance plans.
5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non-profit insurance reciprocals.
6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims, and deductible limit changes which support its, and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.



Insurance Cost Examples

The government has requested detailed information from municipalities regarding their insurance costs, coverage, deductibles, claims history, and out-of-court settlements. Municipalities have been busy responding to a long list of provincial consultations on a wide range of topics. Some of the information being sought is more easily supplied by the insurance industry. AMO's 2011 survey of insurance costs produced a sample size of 122 municipalities and assessed insurance cost increases over a five-year period. The survey revealed an average premium increase which exceeded 20% over that period.

All of the same forces remain at play in 2019 just as they were in 2011. Below are some key examples.

Ear Falls - The Township of Ear Falls reports that its insurance premiums have increased 30% over five years to \$81,686. With a population of only 995 residents (2016), this represents a per capita cost of \$82.09. This amount is a significant increase from AMO's 2011 Insurance Survey result. At that time, the average per capita insurance cost for a community with a population under 10,000 was \$37.56. While the Township has not been the subject of a liability claim, a claim in a community of this size could have significant and long-lasting financial and service implications. The Township has also had to impose stricter insurance requirements on groups that rent municipal facilities. This has had a negative impact on the clubs and volunteers' groups and as a consequence, many have cut back on the service these groups provide to the community.

Central Huron - For many years the municipality of Central Huron had a deductible of \$5,000. In 2014, the deductible was increased to \$15,000 to help reduce insurance costs. The municipality also increased its liability coverage in 2014 and added cyber security coverage in 2018. The combined impact of these changes represents a premium cost of \$224,774 in 2019, up from \$141,331 in 2010. Per capita costs for insurance alone are now \$29.67.

Huntsville - Since 2010, the Town of Huntsville reports an insurance premium increase of 67%. In 2019 this represented about 3.75% of the town's property tax levy. At the same time, Huntsville's deductible has increased from \$10,000 to \$25,000. The town also reports a reluctance to hold its own events for fear of any claims which may affect its main policy. Additional coverage is purchased for these events and these costs are not included above.

Ottawa - In August 2018, the City began working with its insurance broker, Aon Risk Solutions ("Aon"), to prepare for the anticipated renewal of the Integrated Insurance Program in April 2019. As the cost of the City's insurance premiums had risen by approximately 25% between 2017 and 2018, this early work was intended to ensure that any further increase could be properly accounted for through the 2019 budget process. Early indications of a possible further 10% premium increase prompted the City and Aon in late 2018 to explore options for a revised Program, and to approach alternative markets for the supply of insurance.

On January 11, 2019, an OC Transpo bus collided with a section of the Westboro Station transit shelter, resulting in three fatalities and numerous serious injuries. This was the second major incident involving the City's bus fleet, following approximately five years after the OC Transpo - VIA train collision in September 2013.



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The January 2019 incident prompted insurance providers to re-evaluate their willingness to participate in the City Program. Despite Aon's work to secure an alternative provider, only Frank Cowan Company ("Cowan"), the City's existing insurer, was prepared to offer the City an Integrated Insurance Program. Cowan's offer to renew the City's Program was conditional on revised terms and limits and at a significant premium increase of approximately 84%, or nearly \$2.1 million per year. According to Cowan, these changes and increases were attributable to seven principle factors, including Joint and Several Liability:

1. Escalating Costs of Natural Global Disasters;
2. Joint and Several Liability;
3. Claims Trends (in the municipal sector);
4. Increasing Damage Awards;
5. Class Action Lawsuits;
6. New and/or Adverse Claims Development; and,
7. Transit Exposure.

Cowan also indicated that the primary policy limits for the 2019-2020 renewal would be lowered from \$25 million to \$10 million per occurrence, thereby raising the likelihood of increased costs for the City's excess liability policies.

Joint and Several in Action - Recent Examples

The following examples highlight joint and several in action. The following examples have occurred in recent years.

GTA Municipality – A homeowner rented out three separate apartments in a home despite being zoned as a single-family dwelling. After a complaint was received, bylaw inspectors and Fire Prevention Officers visited the property. The landlord was cautioned to undertake renovations to restore the building into a single-family dwelling. After several months of non-compliance, charges under the fire code were laid. The owner was convicted and fined. A subsequent visit by Fire Prevention Officers noted that the required renovations had not taken place. Tragically, a fire occurred which resulted in three fatalities. Despite having undertaken corrective action against the homeowner, joint and several liability loomed large. It compelled the municipality to make a payment of \$504,000 given the 1% rule.

City of Ottawa - A serious motor vehicle accident occurred between one of the City's buses and an SUV. The collision occurred at an intersection when the inebriated driver of the SUV failed to stop at a red light and was struck by the City bus. This collision resulted in the deaths of the SUV driver and two other occupants, and also seriously injured the primary Plaintiff, the third passenger in the SUV. The secondary action was brought by the family of one of the deceased passengers.

The Court ultimately concluded that the City was 20% liable for the collision, while the SUV driver was 80% at fault. Despite the 80/20 allocation of fault, the City was required to pay all of the approximately \$2.1 million in damages awarded in the primary case and the \$200,000 awarded in the secondary case, bringing the amount paid by the City to a total that was not proportionate to its actual liability. This was due to the application of the principle of joint and several liability, as well as the interplay between the various automobile insurance policies held by the SUV owner and



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passengers, which is further explained below. Although the City appealed this case, the Ontario Court of Appeal agreed with the findings of the trial judge and dismissed it.

This case was notable for the implications of various factors on the insurance policies held by the respective parties. While most automobile insurance policies in Ontario provide for \$1 million in third party liability coverage, the insurance for the SUV was reduced to the statutory minimum of \$200,000 by virtue of the fact that the driver at the time of the collision had a blood alcohol level nearly three times the legal limit for a fully licensed driver. This was contrary to the requirements of his G2 license, which prohibit driving after the consumption of any alcohol. Further, while the Plaintiff passengers' own respective insurance provided \$1 million in coverage for underinsured motorists (as the SUV driver was at the time), this type of coverage is triggered only where no other party is in any way liable for the accident. As a result, the primary Plaintiff could only effectively recover the full \$2.1 million in damages if the Court attributed even a small measure of fault to another party with sufficient resources to pay the claim.

In determining that the City was at least partially responsible for the collision, the Court held that the speed of the bus – which according to GPS recordings was approximately 6.5 km/h over the posted limit of 60 kilometres an hour – and momentary inattention were contributing factors to the collision.

To shorten the length of the trial by approximately one week and accordingly reduce the legal costs involved, the parties had earlier reached an agreement on damages and that the findings regarding the primary Plaintiff would apply equally to the other. The amount of the agreement-upon damages took into account any contributory negligence on the part of the respective Plaintiffs, attributable to such things as not wearing a seat belt.

City of Ottawa, 2nd example – A Plaintiff was catastrophically injured when, after disembarking a City bus, he was struck by a third-party motor vehicle. The Plaintiff's injuries included a brain injury while his impairments included incomplete quadriplegia.

As a result of his accident, the Plaintiff brought a claim for damages for an amount in excess of \$7 million against the City and against the owner and driver of the third-party vehicle that struck him. Against the City, the Plaintiff alleged that the roadway was not properly designed and that the bus stop was placed at an unsafe location as it required passengers to cross the road mid-block and not at a controlled intersection.

Following the completion of examinations for discovery, the Plaintiff's claim against the Co-Defendant (the driver of the vehicle which struck the plaintiff) was resolved for \$1,120,000 comprising \$970,000 for damages and \$120,000 for costs. The Co-Defendant's policy limit was \$1 million. The claim against the City was in effect, a "1% rule" case where the City had been added to the case largely because the Co-Defendant's insurance was capped at \$1 million, which was well below the value of the Plaintiff's claim.

On the issue of liability, the pre-trial judge was of the view that the City was exposed to a finding of some liability against it on the theory that, because of the proximity of the bus stop to a home for adults with mental health issues, the City knew or should have known that bus passengers with cognitive and/or physical disabilities would be crossing mid-block at an unmarked crossing. This, according to the judge, could have resulted in a finding being made at trial that the City should



either have removed the bus stop or alternatively, should have installed a pedestrian crossing at this location.

The judge assessed the Plaintiff's damages at \$7,241,000 exclusive of costs and disbursements which he then reduced to \$4,602,930 exclusive of costs and disbursements after applying a reduction of 27.5% for contributory negligence and subtracting the \$970,000 payment made by the Co-Defendant's insurer.

Settlement discussions took place and the judge recommended that the matter be resolved for \$3,825,000 plus costs of \$554,750 plus HST plus disbursements.

Joint and Several Liability in Action - Other notable cases

Deering v Scugog - A 19-year-old driver was driving at night in a hurry to make the start time of a movie. She was travelling on a Class 4 rural road that had no centerline markings. The Ontario Traffic Manual does not require this type of road to have such a marking. The driver thought that a vehicle travelling in the opposite direction was headed directly at her. She swerved, over-corrected and ended up in a rock culvert. The Court found the Township of Scugog 66.7% liable. The at-fault driver only carried a \$1M auto insurance policy.

Ferguson v County of Brant - An inexperienced 17-year-old male driver was speeding on a road when he failed to navigate a curve which resulted in him crossing the lane into oncoming traffic, leaving the roadway, and striking a tree. The municipality was found to have posted a winding road sign rather than a sharp curve sign. The municipality was found 55% liable.

Safranyos et al v City of Hamilton - The plaintiff was leaving a drive-in movie theatre with four children in her vehicle at approximately 1 AM. She approached a stop sign with the intention of turning right onto a highway. Although she saw oncoming headlights she entered the intersection where she was struck by a vehicle driven 15 km/h over the posted speed limit by a man who had just left a party and was determined by toxicologists to be impaired. The children in the plaintiff's vehicle suffered significant injuries. The City was determined to be 25% liable because a stop line had not been painted on the road at the intersection.

Mortimer v Cameron - Two men were engaged in horseplay on a stairway and one of them fell backward through an open door at the bottom of a landing. The other man attempted to break the first man's fall and together they fell into an exterior wall that gave way. Both men fell 10 feet onto the ground below, one of whom was left quadriplegic. The trial judge determined both men were negligent, but that their conduct did not correspond to the extent of the plaintiff's injuries. No liability was attached to either man. The building owner was determined to be 20% and the City of London was found to be 80% liable. The Court awarded the plaintiff \$5 M in damages. On appeal, the City's liability was reduced to 40% and building owner was determined to be 60% liable. The City still ended up paying 80% of the overall claim.

2011 Review of Joint and Several Liability – Law Commission of Ontario

In February 2011 the Law Commission of Ontario released a report entitled, *"Joint and Several Liability Under the Ontario Business Corporations Act"*. This review examined the application of



joint and several liability to corporate law and more specifically the relationship between the corporation and its directors, officers, shareholders and stakeholders.

Prior to the report's release, AMO made a submission to the Law Commission of Ontario to seek to expand its review to include municipal implications. The Law Commission did not proceed with a broader review at that time, but the context of its narrower scope remains applicable to municipalities. In fact, many of the same arguments which support reform in the realm of the *Business Corporations Act*, are the same arguments which apply to municipal governments.

Of note, the Law Commission's¹ report highlighted the following in favour of reforms:

Fairness: "it is argued that it is unfair for a defendant, whose degree of fault is minor when compared to that of other defendants, to have to fully compensate a plaintiff should the other defendants be insolvent or unavailable."

Deep Pocket Syndrome: "Joint and several liability encourages plaintiffs to unfairly target defendants who are known or perceived to be insured or solvent."

Rising Costs of Litigation, Insurance, and Damage Awards: "Opponents of the joint and several liability regime are concerned about the rising costs of litigation, insurance, and damage awards."

Provision of Services: "The Association of Municipalities of Ontario identifies another negative externality of joint and several liability: municipalities are having to delay or otherwise cut back services to limit exposure to liability."

The Law Commission found that the principle of joint and several liability should remain in place although it did not explicitly review the municipal situation.

2014 Resolution by the Ontario Legislature and Review by the Attorney General

Over 200 municipalities supported a motion introduced by Randy Pettapiece, MPP for Perth-Wellington which called for the implementation a comprehensive, long-term solution in 2014. That year, MPPs from all parties supported the Pettapiece motion calling for a reform joint and several liability.

Later that year the Ministry of the Attorney General consulted on three options of possible reform:

1. The Saskatchewan Model of Modified Proportionate Liability

Saskatchewan has adopted a modified version of proportionate liability that applies in cases where a plaintiff is contributorily negligent. Under the Saskatchewan rule, where a plaintiff is contributorily negligent and there is an unfunded liability, the cost of the unfunded liability is split among the remaining defendants and the plaintiff in proportion to their fault.

¹ Law Commission of Ontario. "Joint and Several Liability Under the Ontario *Business Corporations Act*." Final Report, February 2011 Pages 22-25.



2. Peripheral Wrongdoer Rule for Road Authorities

Under this rule, a municipality would never be liable for more than two times its proportion of damages, even if it results in the plaintiff being unable to recover full damages.

3. A combination of both of the above

Ultimately, the government decided not to pursue any of the incremental policy options ostensibly because of uncertainty that insurance cost reductions would result. This was a disappointing result for municipalities.

While these reviews did not produce results in Ontario, many other common law jurisdictions have enacted protections for municipalities. What follows are some of the options for a different legal framework.

Options for Reform – The Legal Framework

To gain a full appreciation of the various liability frameworks that could be considered, for comparison, below is a description of the current joint and several liability framework here in Ontario. This description will help to reader to understand the further options which follow.

This description and the alternatives that follow are taken from the Law Commission of Ontario's February 2011 Report entitled, *"Joint and Several Liability Under the Ontario Business Corporations Act"* as referenced above.²

Understanding the Status Quo and Comparing it to the Alternatives

Where three different defendants are found to have caused a plaintiff's loss, the plaintiff is entitled to seek full payment (100%) from any one of the defendants. The defendant who fully satisfies the judgment has a right of contribution from the other liable parties based on the extent of their responsibility for the plaintiff's loss.

For example, a court may find defendants 1 (D1), 2 (D2) and 3 (D3) responsible for 70%, 20%, and 10% of the plaintiff's \$100,000 loss, respectively. The plaintiff may seek to recover 100% of the loss from D2, who may then seek contribution from D1 and D3 for their 70% and 10% shares of the loss. If D1 and/or D3 is unable to compensate D2 for the amount each owes for whatever reason, such as insolvency or unavailability, D2 will bear the full \$100,000 loss. The plaintiff will be fully compensated for \$100,000, and it is the responsibility of the defendants to apportion the loss fairly between them.

The descriptions that follow are abridged from pages 9-11 of the Law Commission of Ontario's report. These are some of the key alternatives to the status quo.

² Ibid. Page 7.



1. Proportionate Liability

a) Full Proportionate Liability

A system of full proportionate liability limits the liability of each co-defendant to the proportion of the loss for which he or she was found to be responsible. Per the above example, (in which Defendant 1 (D1) is responsible for 70% of loss, Defendant 2 (D2) for 20% and Defendant 3 (D3) for 10%), under this system, D2 will only be responsible for \$20,000 of the \$100,000 total judgement: equal to 20% of their share of the liability. Likewise, D1 and D3 will be responsible for \$70,000 and \$10,000. If D1 and D3 are unable to pay, the plaintiff will only recover \$20,000 from D2.

b) Proportionate Liability where Plaintiff is Contributorily Negligent

This option retains joint and several liability when a blameless plaintiff is involved. This option would cancel or adjust the rule where the plaintiff contributed to their loss. As in the first example, suppose the plaintiff (P) contributed to 20% of their \$100,000 loss. D1, D2 and D3 were responsible for 50%, 20% and 10% of the \$100,000. If D1 and D3 are unavailable, P and D2 will each be responsible for their \$20,000 shares. The plaintiff will remain responsible for the \$60,000 shortfall as a result of the absent co-defendants' non-payment (D1 and D3).

c) Proportionate Liability where Plaintiff is Contributorily Negligent with a Proportionate Reallocation of an Insolvent, Financially Limited or Unavailable Defendant's Share

In this option of proportionate liability, the plaintiff and remaining co-defendants share the risk of a defendant's non-payment. The plaintiff (P) and co-defendants are responsible for any shortfall in proportion to their respective degrees of fault.

Using the above example of the \$100,000 total judgement, with a shortfall payment of \$50,000 from D1 and a shortfall payment \$10,000 from D3, P and D2 must pay for the missing \$60,000. P and D2 have equally-apportioned liability, which causes them to be responsible for half of each shortfall - \$25,000 and \$5,000 from each non-paying defendant. The burden is shared between the plaintiff (if determined to be responsible) and the remaining defendants.

d) Proportionate Liability with a Peripheral Wrongdoer

Under this option, a defendant will be proportionately liable only if their share of the liability falls below a specified percentage, meaning that liability would be joint and several. Using the above example, if the threshold amount of liability is set at 25%, D2 and D3 would only be responsible for 20% and 10%, regardless of whether they are the only available or named defendants. However, D1 may be liable for 100% if it is the only available or named defendant. This system tends to favour defendants responsible for a small portion of the loss, but the determination of the threshold amount between joint and several liability and proportionate liability is arbitrary.

e) Proportionate Liability with a Reallocation of Some or All of an Insolvent or Unavailable Defendant's Share

This option reallocates the liability of a non-paying defendant among the remaining defendants in proportion to their respective degrees of fault. The plaintiff's contributory negligence does not



impact the application of this reallocation. Joint and several liability would continue to apply in cases of fraud or where laws were knowingly violated.

f) Court Discretion

Similar to the fraud exception in the option above, this option includes giving the courts discretion to apply different forms of liability depending on the case.

For example, if a particular co-defendant's share of the fault was relatively minor the court would have discretion to limit that defendant's liability to an appropriate portion.

2. Legislative Cap on Liability

Liability concerns could be addressed by introducing a cap on the amount of damages available for claims for economic loss.

3. Hybrid

A number of jurisdictions provide a hybrid system of proportionate liability and caps on damages. Co-defendants are liable for their portion of the damages, but the maximum total amount payable by each co-defendant is capped to a certain limit.

The Saskatchewan Experience

As referenced earlier in this paper, the Province of Saskatchewan responded with a variety of legislative actions to assist municipalities in the early 2000s. Some of those key developments are listed below which are abridged from *"A Question of Balance: Legislative Responses to Judicial Expansion of Municipal Liability – the Saskatchewan Experience."* The paper was written by Neil Robertson, QC and was presented to the annual conference of the Association of Municipalities of Ontario in 2013. Two key reforms are noted below.

1. Reforming joint and several liability by introducing modified proportionate liability: "The Contributory Negligence Act" amendments

The *Contributory Negligence Act* retained joint and several liability, but made adjustments in cases where one or more of the defendants is unable to pay its share of the total amount (judgement). Each of the parties at fault, including the plaintiff if contributorily negligent, will still have to pay a share of the judgement based on their degree of fault. However, if one of the defendants is unable to pay, the other defendants who are able to pay are required to pay only their original share and an additional equivalent share of the defaulting party's share.

The change in law allows municipalities to reach out-of-court settlements, based on an estimate of their degree of fault. This allows municipalities to avoid the cost of protracted litigation.

Neil Robertson provided the following example to illustrate how this works in practise:

"...If the owner of a house sues the builder for negligent construction and the municipality, as building authority, for negligent inspection, and all three are found equally at fault, they would each be apportioned 1/3 or 33.3%. Assume the damages are \$100,000. If the builder has no funds, then the municipality would pay only its share (\$33,333) and a 1/3 share of the builder's defaulting share



(1/3 of \$33,333 or \$11,111) for a total of \$44,444 (\$33,333 + \$11,111), instead of the \$66,666 (\$33,333 + \$33,333) it would pay under pure joint and several liability.”

This model will be familiar to municipal leaders in Ontario. In 2014, Ontario’s Attorney General presented this option (called the Saskatchewan Model of Modified Proportionate Liability) for consideration. At the time, over 200 municipal councils supported the adoption of this option along with the “Peripheral Wrongdoer Rule for Road Authorities” which would have seen a municipality never be liable for more than two times its proportion of damages, even if it results in the plaintiff being unable to recover full damages. These two measures, if enacted, would have represented a significant incremental step to address the impact of joint and several to Ontario municipalities.

2. Providing for uniform limitation periods while maintaining a separate limitation period for municipalities: “The Limitations Act”

This act established uniform limitation periods replacing many of the pre-existing limitation periods that had different time periods. The Municipal Acts in Saskatchewan provide a uniform one-year limitation period “from time when the damages were sustained” in absolute terms without a discovery principle which can prolong this period. This helps municipalities to resist “legacy” claims from many years beforehand. This act exempts municipalities from the uniform two-year discoverability limitation period.

Limitation periods set deadlines after which claims cannot be brought as lawsuits in the courts. The legislation intends to balance the opportunity for potential claimants to identify their claims and, if possible, negotiate a settlement out of court before starting legal action with the need for potential defendants to “close the books” on claims from the past.

The reasoning behind these limitations is that public authorities, including municipalities, should not to be punished by the passage of time. Timely notice will promote the timely investigation and disposition of claims in the public interest. After the expiry of a limitation period, municipalities can consider themselves free of the threat of legal action, and continue with financial planning without hurting “the public taxpayer purse”. Municipalities are mandated to balance their budgets and must be able to plan accordingly. Thus, legacy claims can have a very adverse affect on municipal operations.

Here in Ontario, there is a uniform limitations period of two years. Municipalities also benefit from a 10-day notice period which is required for slip and fall cases. More recently, the applicability of this limitation deadline has become variable and subject to judicial discretion. Robertson’s paper notes that in Saskatchewan, courts have accepted the one-year limitations period. A further examination of limitations in Ontario may yield additional benefits and could include the one-year example in Saskatchewan and/or the applicability of the 10-day notice period for slip and fall cases.

Other Saskatchewan reforms

Saskatchewan has also implemented other reforms which include greater protections for building inspections, good faith immunity, duty of repair, no fault insurance, permitting class actions, and limiting nuisance actions. Some of these reforms are specific to Saskatchewan and some of these currently apply in Ontario.



Insurance Related Reforms

Government Regulated Insurance Limits

The April 2019 provincial budget included a commitment to increase the catastrophic impairment default benefit limit to \$2 million. Public consultations were led by the Ministry of Finance in September 2019. AMO wrote to the Ministry in support of increasing the limit to \$2 million to ensure more adequate support those who suffer catastrophic impairment.

In 2016, the government lowered this limit as well as third-party liability coverage to \$200,000 from \$1 million. This minimum should also be increased to \$2 million to reflect current actual costs. This significant deficiency needs to be addressed.

Insurance Industry Changes

In 1989 the Ontario Municipal Insurance Exchange (OMEX) was established as a non-profit reciprocal insurance provider for Ontario's municipalities. It ceased operations in 2016 citing, "[a] low pricing environment, combined with the impact of joint & several liability on municipal claim settlements has made it difficult to offer sustainable pricing while still addressing the municipalities' concern about retro assessments."³ (Retro assessments meant paying additional premiums for retroactive coverage for "long-tail claims" which made municipal budgeting more challenging.)

The demise of OMEX has changed the municipal insurance landscape in Ontario. That joint and several liability is one of the key reasons listed for the collapse of a key municipal insurer should be a cause for significant concern. Fewer choices fuels cost. While there are other successful municipal insurance pools in Ontario, the bulk of the insurance market is dominated by for-profit insurance companies.

Reciprocal non-profit insurers are well represented in other areas across Canada. Municipalities in Saskatchewan, Alberta, British Columbia are all insured by non-profit reciprocals.

The questions for policy makers in Ontario:

Are there any provincial requirements or regulations which could better support the non-profit reciprocal municipal insurance market?

What actions could be taken to better protect municipalities in Ontario in sourcing their insurance needs?

How can we drive down insurance costs to better serve the needs of municipal property taxpayers?

³ Canadian Underwriter, August 11, 2016 <https://www.canadianunderwriter.ca/insurance/ontario-municipal-insurance-exchange-suspends-underwriting-operations-1004098148/>



Conclusion

This AMO paper has endeavoured to refresh municipal arguments on the need to find a balance to the issues and challenges presented by joint and several liability. It has endeavoured to illustrate that options exist and offer the reassurance that they can be successfully implemented as other jurisdictions have done.

Finding solutions that work will require provincial and municipal commitment. Working together, we can find a better way that is fair, reasonable, and responsible. It is time to find a reasonable balance.

**CHRISTINE TARLING**

Director of Legislated Services & City Clerk

Corporate Services Department

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TTY: 519-741-2385

December 1, 2021

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

Dear Premier Ford:

This is to advise that City Council, at a meeting held on November 22, 2021, passed the following resolution regarding fire safety measures:

"WHEREAS the Government of Ontario, in December 1975, enacted the Ontario Building Code for the purpose of regulating the construction of new, safe buildings within the Province of Ontario; and,

WHEREAS the Government of Ontario, in November 1981 enacted the Ontario Fire Code for the purpose of maintaining the life safety systems of all buildings within the Province of Ontario; and,

WHEREAS the Government of Ontario, in November 1983 began the process of amending the Ontario Fire Code to include Retrofit provisions, for the purpose of providing a minimum level of life safety for those existing buildings which had not been built under the provisions of any version of the Ontario Building Code; and,

WHEREAS the government of Ontario, in October 1992 amended the Ontario Fire Code Retrofit provisions, for the purpose of providing a minimum level of life safety to buildings classed as low rise residential (9.5); and,

WHEREAS October 2021 marks twenty-nine (29) years since the requirements outlined by Retrofit 9.5 have been substantially updated; and,

WHEREAS this lack of currently appropriate standards for self-closing devices on suite doors and positive latching on exit stairwell doors has led to significant serious injuries, deaths, long term dislodgement of residents, and significant unnecessary insurance loss due to allowed building deficiencies;

-2-

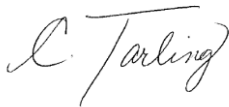
THEREFORE IT BE RESOLVED that the City of Kitchener urges the government of Ontario to direct the Ontario Fire Marshal's Office – Technical Services, to undertake an immediate review of that portion of the Ontario Fire Code known as Retrofit Section 9.5;

THEREFORE IT FURTHER BE RESOLVED that the City of Kitchener urges the Government of Ontario to, as expeditiously as possible, amend the Ontario Fire Code Sentence 9.5.2.8.(1) to require self closing devices on all suite closures (doors) within low rise residential buildings: and,

THEREFORE IT FURTHER BE RESOLVED that the City of Kitchener urges the Government of Ontario to, as expeditiously as possible, amend the Ontario Fire Code Sentence 9.5.3.3.(3) to require that closures (doors) entering exit stairwells be equipped with both self-closing devices and positive latching; and,

THEREFORE IT FINALLY BE RESOLVED that a copy of this resolution be forwarded to the Honourable Premier of Ontario, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario; and, all other Ontario municipalities."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Honourable Steve Clark, Minister of Municipal Affairs and Housing
Monika Turner, Association of Municipalities of Ontario
Ontario Municipalities

December 1, 2021

The Honourable Doug Ford, M.P.P.
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Sent via email: premier@ontario.ca

**Re: National Childcare Program
Our Files:**

Dear Premier Ford,

At its meeting held on November 15, 2021, St. Catharines City Council approved the following motion:

“WHEREAS the province of Ontario has the most expensive childcare in the country, presenting a financial hardship for many families and a barrier for women’s full economic participation; and

WHEREAS the \$34 billion early learning and childcare spending commitment announced this year by the federal government will bring transformative change to childcare by lowering parent fees and expanding the supply of regulated not-for-profit and public childcare in this country; and

WHEREAS the federal government has already reached childcare agreements with BC, Nova Scotia, Manitoba, Saskatchewan, Yukon Territory, PEI, Newfoundland and Labrador and Quebec; and

WHEREAS the provisions of each agreement vary to some degree, but the majority of the jurisdictions have agreed to use the federal funds to:

- (a) lower parent fees by 50 per cent by the end of 2022 and to \$10 a day by 2025-26 or sooner;
- (b) improve the wages and working conditions of early childhood educators, and
- (c) publicly fund the expansion of not-profit and public childcare;

THEREFORE BE IT RESOLVED that the City of St. Catharines request that the provincial government take the necessary steps to work with the federal government on



a bilateral agreement to ensure the new national child care program be made available to Ontarians, and that it focuses on increased access, affordability, quality and responsiveness, all of which are essential to the COVID-19 pandemic response; and

BE IT FURTHER RESOLVED that staff actively monitor federal developments and engage in provincial and regional discussions; and

BE IT FURTHER RESOLVED that City Council request the City Clerk circulate Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.”

If you have any questions, please contact the Office of the City Clerk at extension 1524.

Bonnie Nistico-Dunk, City Clerk
Legal and Clerks Services, Office of the City Clerk
:mb

cc: Niagara Area MPPs
Ontario Municipal Social Services Association
Ontario Municipalities
Association of Municipalities of Ontario, amo@amo.on.ca

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #45

November 15, 2021

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the committee room and virtual on November 15, 2021 from 10:30 a.m. to 10:54 a.m.

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

ALSO PRESENT: Faisal Anwar - CAO, Randy Thoms -B93, Merna Emera - Fort Frances Times

- 1 **CALL TO ORDER/ROLL CALL (Session #45)**

- 2 **DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF: None**

- 3 **APPROVAL OF PREVIOUS COMMITTEE MINUTES**
 - 3.1 November 1, 2021 - Approved as Presented

- 4 **NEW BUSINESS**
 - 4.1 Proposed User Fee Scedule for 2022 - Approved as Amended
 - 4.2 Northern Ontario Heritage Fund Transfer Payment Agreement - Approved as Presented

- 5 **IN-CAMERA - 10:52-10:54**
 - 5.1 Personal matters about an identifiable individual, including municipal or local board employees: more specifically item 5.1 board appointment - Proceed as Directed

- 6 **ADJOURNMENT/Next Meeting - 10:54**
December 6, 2021 at 10:30

M.Behan, Executive Committee Chair

A. Bisson, Recreational and Culture Manager

TOWN OF FORT FRANCESMINUTESSESSION NO. #17December 7, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Civic Centre on December 7, 2021 from 12:00 p.m. to 1:15 p.m.

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

ALSO PRESENT: F. Anwar, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, As Manager, K. Haney, Deputy Clerk

REGRETS:

1. **Call to Order @ 1200 hrs/Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof**
3. **Approval of Previous Committee Minutes**
Approved as presented
 - 3.1 Session no 16 - 16 November 2021
4. **Items Referred from Council - none**
5. **New Business**
 - 5.1 Review of Large Industrial Ratio and Rate - Committee accepted recommendation as presented.
 - 5.2 Donation Request Couchiching First Nation - Accepted as presented. The Committee recommended a donation of gift. Approval to proceed will be sought via the Council meeting of 13 September 2021.
6. **Outstanding Items - none**
7. **Information**
The following two items were accepted as presented
 - 7.1 Fire Rescue Service - October & November 2021 Report
 - 7.2 General Fund to October 31/21
Sewer Fund to October 31/21
Water Fund to October 31/21
8. **In-Camera -**
 - 8.2 The Committee met in camera during for the timeframe: 1214 hrs to 1218 hrs

Hallikas - Caul THAT the Administrative and Finance Executive Committee now meet in-camera to address a matter pertaining to:
security of the property of the municipality or local board, more specifically item 9.1 operational matters;

CARRIED

9. **Adjourn @ 1218 hrs / Next Meeting Date - January 4, 2022**

Executive Committee Chair

F. Anwar, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #016December 8, 2021

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday December 8, 2021 from 8:30 a.m. to 9:34 a.m.

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

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, F. Anwar, CAO, Cody Vangel (8:30 a.m. to 9:34 a.m.), Abdul Shehu (8:30 a.m. to 9:34 a.m.), Randy Thoms (8:30 a.m. to 9:34 a.m.) and Merna Amara (8:30 a.m. to 9:34 a.m.).

1 Call to Order/Roll Call

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on November 17, 2021 - the minutes were approved as circulated.

4 New Business

4.1 Development of a Splash Pad - the administration report was approved as amended.

4.2 Enter into a Contribution Agreement with the Northern Ontario Heritage Fund for Sorting Gap Marina Improvements - the administration report was approved as presented.

4.3 Award of Tender 2021-OF-17 - Installation of a Standby Power System at the Fort Frances Wastewater Treatment Plant - the administration report was approved as presented.

5 Outstanding Items

- 5.1 Annual Energy Conservation and Demand Management Report - the administration report was approved as amended.

6 Information

- 6.1 Operations and Facilities Division - Public Works Area - Operations Stats - September 2021 - the Public Works Stats for September were received and will be forwarded to Council as information only. No action required.
- 6.2 Operations and Facilities Division - Public Works Area - Operations Stats - October 2021 - the Public Works Statistics for October were received and will be forwarded to Council as information only. No action required.

7 Adjourn / Next Meeting Date

- 7.1 The meeting adjourned at 9:34 a.m.

Next meeting January 5, 2022.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESSESSION NO. #10December 8, 2021

The meeting of Economic Development Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on December 8, 2021 from 1200 hrs to 1305 hrs.

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

ALSO PRESENT: F. Anwar, CAO, C. Vangel, CBO / Municipal Planner, J. Ruppenstein, CAO FFPC, T. Drysdale, Economic Development Consultant, G. Gillon, RRFDC, K. Haney, Deputy Clerk, D. Cridland

REGRETS: J. Pryde, T. Ryall

1. **Call to Order @ 1200 hrs/Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes**
Accepted as presented
 - 3.1 Session 9 - 03 November 2021
4. **Items Referred from Council - none**
5. **New Business**
 - 5.1 NW Ontario Presentation - overview of presentation provided by Joerg Ruppenstein, CAO FFPC. ISO receives direction from Minister of Energy. Discussion involved future deputation at Council meeting.
 - 5.2 Labour Market Final to OCT 29 - Tannis Drysdale provided overview of report. Discussion held.
 - 5.3 Fort Frances - International Bridge - Discussion involved sharing with Tourism Association and involving support from KDMA. Recommendation from Committee to bring forward to Council.
6. **Outstanding Items**
 - 6.1 Ranier Bridge- 2021/12/08- Cody to follow up with CN for update on project.
Winnipeg to Thunder Bay tourism route initiative -2021/12/08 - Issues determined with lack of information provided for the Town of Fort Frances. Discussion involved extending invitation to Heather Grupp in January or February for update. Geoff Gillon to follow up.
Cross Border Fishing Activity - 2021/12/08 - No update
7. **Information**
 - 7.1 Nov - TOFF 2 year workplan Report to EDEC - Tannis Drysdale provided an overview of the report. Recommendation to bring Tax Incentive Zones forward to next meeting of Council.
8. **In-Camera - None**
9. **Adjourn / Next Meeting Date 05 January 2021**

Executive Committee Chair

F. Anwar, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #3September 29, 2021

The meeting of Fort Frances Municipal Non-Profit Housing Corporation of the Town of Fort Frances was held virtually in the Committee Room - Civic Centre on September 29, 2021 from 1210 hrs to 1224 hrs.

PRESENT: Debbie McTaggart, Gwen Beadle, Charlene Mallory, Wendy Brunetta, Andrew Hallikas

ALSO PRESENT: Sandra Weir, Fred Sinninghe, Wendy Tilbury, DSSAB

REGRETS: Gord McBride, Cami Grey

1. Call to Order @ 1210 hrs / Roll Call

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

3. Approval of Agenda as presented.

3.1 Accepted as presented

- 11 Brunetta - Hallikas THAT the Fort Frances Municipal Non Profit Housing Corporation Board of Directors approve the September 30th, 2021 agenda as prepared.

CARRIED

4. Approval of Previous Minutes

4.1 Session #2 - 25 June 2021

- 12 BEADLE - HALLIKAS THAT the Fort Frances Municipal Non Profit Housing Corporation Board of Directors approve the minutes of the Board Meeting dated June 25th, 2021 as presented.

CARRIED

5. New Business

5.1 3rd Quarter Financial Statements

- 13 Brunetta - Beadle THAT the Fort Frances Municipal Non Profit Housing Corporation Board of Directors recommend to Council approval the current year 3rd Quarter Financial Statements for the months of June 2021, July 2021 and August 2021 for the Fort Frances Municipal Non-Profit Housing Corporation.

CARRIED

5.2 Issue Sheet - 2022 Rental Increase Guideline

- 14 Hallikas - Brunetta THAT the Fort Frances Municipal Non Profit Housing Corporation Board of Directors approve a 1.2% increase in Market Rent for 2022.

CARRIED

6. Standing Items - none

7. Adjourn / Next Meeting Date - 16 December 2021

7.1 The meeting adjourned at 1224 hrs

- 15 Hallikas - Beadle THAT the Fort Frances Municipal Non Profit Housing Corporation
Board of Directors approve the motion to adjourn the meeting of September 29th, 2021.

CARRIED

President / Chairperson

Secretary

TOWN OF FORT FRANCESMINUTESSESSION NO. #6November 10, 2021

The meeting of Police Services Board of the Town of Fort Frances was held in the Civic Centre on November 10, 2021 from 0837 hrs to 0945 hrs.

PRESENT: Chairperson , Councilor J. McTaggart, L. Hamilton, Mayor J. Caul

ALSO PRESENT: G. Lecuyer, Municipal Clerk, Detachment Commander S. Crabbe, Staff Sargent Derek McLean

REGRETS: G. Rogozinski, Karyn Haney, Board Secretary

1. Call to Order 0837 hrs/Roll Call

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

3. Approval of Agenda

- 3.1 Detachment Commander's report to be captured under 6. Standing Items rather than in-camera as noted on agenda. Otherwise agenda approved as presented.

Hamilton - Caul THAT the Police Service Board approve the November 10, 2021 agenda as prepared.

CARRIED

4. Approval of Previous Board Minutes

- 4.1 Session no 5 - 16 July 2021

- 4.2 Request to remove "ex-officio" after Mayor Caul's name. Otherwise accepted as presented.

CAUL - HAMILTON THAT the minutes of the Board meeting being Session no 5 dated 16 July 2021 having been typed and distributed to members now be approved.

CARRIED

5. New Business - None

6. Standing Items

Request from Committee Chair to add "Local Police Governance" as a Standing item on future agendas.

- 6.1 Detachment Commander's report

7. Next Meeting Date - 17 December 2021

Lunch meeting at 12:00 p.m. to be held at the OPP local detachment

8. In-Camera - None

9. Adjournment

- 9.1 The meeting adjourned at 0945 hrs.

CAUL - HAMILTON THAT this meeting of the Town of Fort Frances Police Services Board be now closed.

CARRIED

Board Chair

Board Secretary

TOWN OF FORT FRANCES

MINUTES

Sister Betty Kennedy Centre
Board of Management (Senior
Centre)

November 9, 2021

The meeting of Senior Centre Board of the Town of Fort Frances was held in the committee room and virtual on November 9, 2021 from 2:30 p.m. to 3:11 p.m.

PRESENT: John McTaggart - Councilor, Debbie McTaggart - Board Member, Rick Wiedenhoeft - Councilor, Cynthia Donald - Board Member, Wayne Allen - Board Member, Irene Laing - Board Member, John Reader - Board Member

ALSO PRESENT: Randy Thoms - B93, Cindy Nobel - Manager, Aaron Bisson - Recreation and Culture Manager

1. CALL TO ORDER/Roll Call
2. Disclosure of Pecuniary Interest:
3. Approval of Previous Minutes

3.1 October 12, 2021 Minutes - Accepted as presented
4. New Business

4.1 Fort Frances Senior Centre Membership fee - tabled until Dec 14, 2021 meeting
5. Information / Correspondence

5.1 Manager's Report - Volunteers needed or to hire a new position - accepted as presented

5.2 Fort Frances Senior Centre Name Change - Update - discussion took place, seeking clarification from the Clerk
6. ADJOURNMENT / NEXT MEETING DATE - 3:11
Dec 14, 2021 at 2:30

Chair

Recreation & Culture Manager / Board Secretary