

MEETING - Council Chambers , Civic Centre

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1. COUNCIL MEETING

(Session No. 088) 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

Motion:

Recommendation: THAT the following Consent Items be approved:

1) Committee of the Whole Consent Items # 5.2, 5.3, 5.4, 5.5 and 5.6

2) Council Consent Items # 2.2 and 2.3

2.2 Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF), Request to extend an agreement for deposit of waste from Mine Centre Transfer Station

6 - 7

Motion:

Recommendation: THAT the communication received from the Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF) relating to an extension agreement for deposit of waste from Mine Centre Transfer Station be referred to the Operations and Facilities Executive Committee

2.3 North Air Re: Taxi Rates

8

Motion:

Recommendation: THAT the communication received from North Air relating to Taxi rates be referred to the Planning & Development Executive Committee

3. Approval of Council Minutes: *

- 3.1 Session No. 086 February 28, 2022
Session No. 087 March 7, 2022

9 - 15

Motion:

Recommendation: THAT the minutes of the Council meeting being Session No. 086 dated February 28, 2022 and Session No. 087 dated March 7, 2022 having been typed and distributed be approved

4. Approval of Committee of the Whole Minutes: *

- 4.1 Session No. 093 February 28, 2022
Session No. 094 March 7, 2022

16 - 20

Motion:

Recommendation: THAT the report of Committee of the Whole of Council being Session No. 093 dated February 28, 2022 and Session No. 094 dated March 7, 2022 having been typed and distributed be approved

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

- 5.1 Geoff Gillon, Executive Director, Rainy River Future Development Corporation

Motion:

Recommendation: THAT the Deputation received from Geoff Gillon, Executive Director, Rainy River Future Development Corporation be received with appreciation

- 5.2 Christina Zardo - Manager, Municipal Solutions, Residential in-home food waste diversion pilot program

Motion:

Recommendation: THAT the deputation received from Christina Zardo, Manager, Municipal Solutions regarding residential in-home food waste diversion pilot program be received with appreciation

AND THAT the information be referred to the Operations and Facilities Executive Committee

- 5.3 Agreement with Datafix

Motion:

Recommendation: THAT approval of this report will agree with the recommendation from the Municipal Clerk / Returning Officer to enter into an agreement with DataFix and that a By-Law be enacted to authorize the Mayor and Clerk to sign the agreement on behalf of the Corporation.

5.4 Purchase of Recording Servers

Motion:

Recommendation: THAT Council of the Town of Fort Frances authorize the purchase of recording servers from Dell Technologies at a cost of \$93,412.20, including the Town's portion of HST

5.5 Standard Operating Procedure: Mandatory Use of Mask or Face Covering with The Corporation of the Town of Fort Frances.

Motion:

Recommendation: THAT Council receive the report submitted from the Manager of Human Resources relating to Standard Operating Procedure: Mandatory Use of Mask of Face Covering with the Corporation of the Town of Fort Frances as information

5.6 Request to Operate the Point Park Canteen

Motion:

Recommendation: That Council receive the report from the Manager of Operations and Facilities regarding the request to Operate the Point Park Canteen as information

5.7 Paul S. Heayn, Closed Meeting Investigator re: Report of Investigation 21 - 49
for the Closed Meeting of January 10, 2022

Motion:

Recommendation: THAT the report from Paul S. Heayn, Closed Meeting Investigator for the Town of Fort Frances dated March 9, 2022 relating to a Closed Meeting Investigation for the Closed Meeting of Council held on January 10, 2022 be received as information

AND THAT in accordance with the Municipal Act that the report be made public as attached hereto and forming part of this resolution

6. By-Laws:

- | | | |
|-----|---|---------|
| 6.1 | By-Law XX-22 being by law to delegate authority to the Chief Administrative Officer (CAO) for Certain Acts during a "Lame Duck" Period | 50 |
| 6.2 | By-Law XX-22 being a By-Law to authorize the execution of an Agreement between the Ministry of Natural Resources and Forestry and the Corporation of the Town of Fort Frances re: (Forest Fire Management) | 51 - 56 |
| 6.3 | By-Law XX-22 being a by law to approve a Transfer payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Norther Development, Mines, Natural Resources and Forestry and The Corporation of the Town of Fort Frances (TP Agreement - 2022-01-1-1664986104 1 – Mowat Avenue Reconstruction | 57 - 87 |

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6.4 By-Law XX-22, being a by law to authorize the execution of an agreement between Perimeter Airlines C/O EIC Shared Services and the Corporation of the Town of Fort Frances (Bearskin Airlines Lease Renewal)	88 - 90
6.5 By-Law XX-22 Being a by-law to authorize the execution of an agreement between Comprint Systems Incorporated (DataFix) and the Corporation of the Town of Fort Frances re: (Voter List Management System)	91 - 114
7. <u>New Items:</u>	
7.1 Removing Barriers to Participation on Council - Councillor Judson	115 - 118
 Motion:	
Recommendation: THAT Council refer the Memorandum submitted by Councillor Judson relating to removing barriers to participation on Council to the Administration and Finance Executive Committee	
8. <u>Information Correspondence:</u>	
8.1 CORR: Town of South Bruce Peninsula re: Municipal Accommodation Tax and Crown Campgrounds	119 - 120
8.2 CORR: Northwestern Health Unit re: Impact of Covid-19 on Public Health Services	121 - 128
8.3 CORR: NOMA Board Meeting Summary Report for February 23, 2022	129 - 130
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8.5 CORR: NOMA re: Firefighter Certification	132 - 133
8.6 CORR: Town of Aurora Resolution: Request to Dissolve the Ontario Land Tribunal (OLT)	134 - 135
9. <u>Minutes of Local Boards / Committees:</u>	
9.1 Planning and Development Executive Committee Meeting Minutes February 22, 2022	136
9.2 Community Services Executive Committee Meeting Minutes February 7, 2022	137
9.3 Operations and Facilities Meeting Minutes February 23, 2022	138 - 140

9.4 Sister Kennedy Centre Meeting Minutes February 8, 2022

141 -
142

10. **In-Camera - None**

11. **Public Session Resumes: N/A**

12. **Resolutions Required as a result of In-Camera discussions: None**

13. **ADJOURNMENT**

13.1 The meeting adjourned at

Motion:

Recommendation: THAT this meeting of the Council of the Town of Fort Frances be now closed.

14. *** Previously distributed to Council**

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

Gabrielle Lecuyer

From: Travis Rob
Sent: Wednesday, March 9, 2022 3:57 PM
To: Gabrielle Lecuyer
Subject: FW: [External] Agreement extension for deposit of waste from Mine Centre Transfer Station

Hi Gabrielle,

I think this should be included on the upcoming Council agenda for referral to OFEC to start the process and make sure Council is still on board with maintaining this service into the future.

Regards,

Travis



Travis Rob, P.Eng.

(He • Him • His)

Manager of Operations & Facilities

Email: trob@fortfrances.ca

Telephone: 807-274-9893 x 1316

Mobile: 807-275-9757

Fax: 807-274-7360

320 Portage Avenue
 Fort Frances, Ontario, CA, P9A 3P9



www.fortfrances.ca

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From: Edgington, Laura (NDMNRF) <laura.edgington@ontario.ca>
Sent: Wednesday, March 9, 2022 2:43 PM
To: Travis Rob <trob@fortfrances.ca>
Cc: Maedel, Thomas (NDMNRF) <Thomas.Maedel@ontario.ca>
Subject: [External] Agreement extension for deposit of waste from Mine Centre Transfer Station

[EXTERNAL]

Hi Travis,

This email is a follow up to our discussion last week.

The District is interested in extending our agreement for the deposit of waste at the Fort Frances Landfill from our Mine Centre Transfer Station. We are not anticipating any change in the type or amount of waste currently received at the transfer station.

Please let me know how you would like to proceed or if you require any additional details.

Thank you,
Laura

Laura Edgington
A/Resource Management Supervisor
Fort Frances District
Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF)
(807) 276-5143 *New
laura.edgington@ontario.ca



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NORTH AIR
 539989 Ontario Ltd.
 600 Scott Street
 Fort Frances, Ontario P9A 1H6
 Phone: (807) 274-5301 Fax: (807) 274-6360

February 28, 2022

Town of Fort Frances

Council:



This request comes as operating costs rise, highlighted by a jump in insurance costs, fuel and minimum wage.

Our current rates are \$4.25 for the flag rate, which is the initial fee charged when a customer gets in the cab, \$3.25 per kilometre and \$60.00 per hour of waiting time. This has remained unchanged since 2018. We are requesting these rates would increase to \$4.75 for the flag rate, \$3.75 per kilometre.

The price of insurance has risen. Gas is up over 50 per cent over what it was the last time we had a rate increase. We are looking at how much things have gone up in the last 3 years and trying to base our increase accordingly.

We thank you for your time and consideration pertaining to this matter.

Sincerely,

Kevin & Lisa Pocock



TOWN OF FORT FRANCES

MINUTES

SESSION NO. 086

February 28, 2022

The meeting of Council of the Town of Fort Frances was held virtually and in the Committee Room at the, Civic Centre on February 28, 2022

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, T. Rob, Manager of Operations & Facilities, J. Hughes, IT Manager, T. Moffat, Fire Chief, A. Hansma, HR Manager, C. Vangel, Building Inspector

1. COUNCIL MEETING

(Session No. 86) To immediately follow the Committee of the Whole

1.1 Call to Order / Roll Call

Mayor Caul called the meeting to order at 6:26 p.m.

1.2 Territorial Acknowledgement

1.3 Moment of Meditation

1.4 Disclosure of pecuniary interest and the general nature thereof.

Councillor Brunetta declared a conflict relating to consent agenda item 6.1 being her pier diem claim for the ROMA conference.

Councillor Behan declared a conflict relating to consent agenda item 6.2 being his pier diem claim for RRDMA

2. Consent Agenda:

2.1 Items Referred from Committee of the Whole

895 Brunetta - Wiedenhoeft 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 and 5.10

2)Council Consent items # 2.2

5.2 THAT The report dated February 24, 2022 from the Fire Chief / CEMC re: MNR Forest Management Agreement Report 2022 be approved to agree with the recommendation of the Administration and Finance Executive Committee to approve the report as presented, and that Council authorizes the entering into of a new agreement between the Town of Fort Frances and the Ministry of Natural Resources for a 5-year term

beginning April 1, 2022, and further that a by-law be brought forward for execution by the Mayor and Clerk.

5.3 THAT the report dated February 24, 2022 from the Municipal Clerk re: Council Meeting Changes Re: Municipal and School Board Elections be approved to agree with the recommendation from the Administration and Finance Executive Committee that the Monday October 24, 2022 Committee of the Whole and Regular Council meetings be cancelled being the Municipal and School Board Election Day AND THAT the Executive Committees also be cancelled the week of October 17 to the 21, 2022

Page 2 of 6

5.5 THAT the report dated February 23, 2022 from the Manager of Operations and Facilities re: Letter dated February 7, 2022 Re: Snow Removal be approved to agree with the recommendation of the Operations and Facilities Executive Committee that the letter dated February 7, 2022 from Ms. Jennifer Woods be received and that no further action be taken at this time.

5.6 THAT the report dated February 23, 2022 from the Manager of Operations and Facilities re: Request to Operate the Point Park Canteen be approved to agree with the recommendation of the Operations and Facilities Executive Committee that:

1. Council direct Administration to work toward entering into a lease agreement with Ms. Tasha Wagner to lease the Point Park Office building for the purposes of running a canteen.
2. The Town obtain estimates for the replacement of the windows and confirm a timeline to do so, and that this information be brought back to the Operations and Facilities Executive Committee then council to approve the unbudgeted capital expense.

5.7 THAT the report dated February 23, 2022 from the Manager of Operations and Facilities re: Contribution Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry be approved to agree with the recommendation of the Operations and Facilities Executive Committee to enter into a contribution agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry and further that a by-law be prepared authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.

5.8 THAT the report dated February 23, 2022 from the Manager of Operations and Facilities re: Development of a Skating Trail be approved to agree with the recommendation of the Operations and Facilities Executive Committee that:

1. A small amount of funds be included in 2022, funded from the Municipal Accommodation Tax Reserves, to support a local group or entity to explore the feasibility of developing a skating trail on Rainy Lake in December 2022 for the 2022/23 winter season.
2. That the two Administration reports regarding this initiative be presented to the MAT Committee for their review and recommendation on funds to be considered for the 2022 work and an annual ongoing contribution.
3. That the MAT Committee and the Town work to nail down a proposed location and engage local and neighboring stakeholders through 2022 to get entities on board with the development for the 2022/23 winter season.

5.9 THAT the report dated February 23, 2022 from the Manager of Operations and Facilities re: Updates to the Fort Frances Airport Management Structure Modification Policy be approved to agree with the recommendation of the Operations and Facilities Executive Committee that the amended policy titled Town Requirements when the Airport Management Structure is Modified be approved

5.10 THAT the report dated February 23, 2022 from the Manager of Operations and Facilities re: Renewal of Bearskin Annual Lease be approved to agree with the recommendation of the Operations and Facilities Executive Committee that:

- 1) That the lease agreements with Perimeter Airlines C/O EIC Shared Services be executed.
- 2) That the Mayor and Clerk be authorized to execute the lease agreements on behalf of the Corporation.

Council Consent Item

2.2 CORR Flint House Request Food Truck at the Sorting Gap Marina

Recommendation: to be referred to the Planning and Development Executive Committee with input from Community Services Executive Committee

CARRIED

3. Approval of Council Minutes: *

3.1 Session No. 084 dated February 14, 2022

896 Hallikas - Behan THAT the minutes of the Council meeting being Session No. 084 dated February 14, 2022 and having been typed and distributed be approved.

CARRIED

4. Approval of Committee of the Whole Minutes: *

4.1 Session No. 091 dated February 14, 2022 and Session No. 092 dated February 22, 2022 - Special Council Meeting (Budget)

897 Judson - Brunetta THAT the report of the Committee of the Whole of Council meeting being Session No. 091 dated February 14, 2022 and Session No. 092 dated February 22, 2022 having been typed and distributed be approved.

CARRIED

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

5.1 Council considered the following:

898 Judson - Wiedenhoeft THAT the deputation presented by Canacre on behalf of Bell Mobility from Evan Turunen and Maria Wood be received with appreciation AND THAT the matter be referred to the Planning and Development Executive committee for a recommendation

CARRIED

899 Behan - Hallikas THAT the report dated February 28, 2022 from the IT Manager re: Collaborative Sourcing approve to agree with the recommendation of the Administration and Finance Executive Committee to authorize the Mayor and Clerk to execute a Client Supplier Agreement with Integra Data Systems Corporation.

CARRIED

900 McTaggart - Brunetta THAT the report dated February 24, 2022 from the Municipal Clerk re: Delegation by Council to CAO of certain authorities due to Lame Duck be approved to agree with the recommendation from the Administration and Finance Executive Committee that a By-Law be prepared to provide for the delegation of authority to the CAO in the event that Council is lame duck to address matters relating to:

- 1.the hiring or dismissal of any employee of the municipality;
- 2.the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal and
- 3.making expenditures or incurring any other liability which exceeds \$50,000

AND THAT the Municipal Clerk / Returning Officer advise Council following Nomination Day or Final Voting Day in the 2022 Municipal Election if it is determined that the restricted acts clause of the Municipal Act has been engaged.

CARRIED

901 Judson - Hallikas THAT the report dated February 28, 2022 from the Treasurer re: Councillor Brunetta Pier Diem
Be approved to agree with the recommendation of the Administration and Finance Executive committee to approve Schedule "F" Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$320.00 as submitted by Councillor Wendy

Page 4 of 6

Brunetta for attendance at the ROMA Conference held virtually on January 24 and 25, 2022.

CARRIED

- 902 Judson - McTaggart THAT the report dated February 28, 2022 from the Treasurer re: Councillor Behan Per Diem be approved to agree with the recommendation of the Administration and Finance Executive committee to approve Schedule "F" Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$80.00 as submitted by Councillor Michael Behan for attendance at the RRDMA Annual General Meeting held virtually on January 15, 2022.

CARRIED

- 903 Wiedenhoeft - Brunetta THAT the report dated February 28, 2022 from the IT Manager re: Award of Tender 22-AF-01 for the supply and delivery of surveillance cameras be approved to agree with the recommendation from the IT Manager to authorize the award of Tender 22-AF-01 for the supply and delivery of surveillance cameras to 407695 Ontario Ltd. o/a Sight & Sound at a cost of \$78,868.07 including the Town's portion of HST; and further that the Mayor and Clerk execute the Standard Form of Agreement with 407695 Ontario Ltd. o/a Sight & Sound

CARRIED

- 904 Hallikas - Behan THAT the report dated February 23, 2022 from the Municipal Clerk be approved to agree with the recommendation from the Municipal Clerk to amend the Procedural By-Law to provide broader provisions relating to electronic participation

CARRIED

6. By-Laws:

By-Laws enacted:

- 905 Brunetta - McTaggart 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:
- 13-22 being a by law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for financing under the Dedicated Gas Tax Funds for Public Transportation Program
 - 14-22 being a by law to authorize the execution of an agreement with Wessuc Inc re: Tender 2021-OF-18
 - 15-22 being a by law to authorize the execution of an agreement with Fort Frances GM re: Tender 2022-OF-01
 - 16-22 being a by law to authorize the execution of an agreement with Sunset Country Ford re: Tender 2022-OF-01
 - 46-20 - B being a By-Law to amend By-Law 46-20 to Govern the Proceedings of the Council of the Corporation of the Town of Fort Frances
 - 17-22 being a by law to authorize the execution of an agreement with 407695 Ontario Ltd. o/a Sight & Sound re: Tender 2022-AF-01

CARRIED

7. New Items:

There were no new items.

8. Information Correspondence:

- 8.1 CORR: Letter of Support to Fort Frances Tribal Area Health Services - Wiidookodadiwin Project
Council requested a letter of support be submitted on behalf of Mayor and Council.

Page 5 of 6

- 8.2 CORR: Mayor Latchford Township of Alnwick/Haldimand Proclamation June 18, 2022
Garden day
The item was received as information.

- 8.3 CORR: The County of Prince Edward Resolution re: Request for action "Renovictions" and other bad faith evictions
Council requested a letter of support be submitted on behalf of Mayor and Council

9. Minutes of Local Boards / Committees:

- 9.1 The following items were received.
Session no 17 - 07 February 2022 - Approved as presented
- 9.2 Operations and Facilities Executive Committee - 19 January, 2022 and 09 February, 2022
- 9.3 Business Improvement Association - 12 January 2022

10. In-Camera:

Council met in camera at 6:49 p.m.

- 906 Hallikas - Brunetta THAT Council now meet in-camera to address a matter pertaining to:

- A position, plan, procedure, criteria or institution to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board: Industrial Use of CIP Request
- Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board: RTR and Point Park Litigation.

CARRIED

- 10.1 • Industrial Use of CIP Request

The following Staff members were present, CAO, Manager of Operations and Facility, Treasurer, CBO/Planner, Clerk and Deputy Clerk

Presenters, Mr. Tim.Friesen, Mr. Brandon Moffatt and Mr. Mark Small were in attendance to provide a review of the proposed project. Tannis Drysdale provided Council a confidential Report and a presentation following the departure of the presenters. Council was provided an opportunity for questions and clarification. A motion for Council consideration will follow the closed session for further direction.

- 10.2 • RTR and Point Park Litigation

The following staff were present for this item: CAO, Clerk and Deputy Clerk

The CAO provided Council a confidential Report relating to the RTR and Point Park Litigation. Council discussed the matter and provided the CAO direction to proceed per the recommendation. A formal motion for Council consideration will follow the closed session for direction.

11. Public Session Resumes: 8:08 p.m.

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

- 12.1 The following resolutions derived from the in-camera discussion:

- 907 McTaggart - Judson THAT Council received a confidential report dated February 23, 2022 from the RRFDC, Economic Development Consultant re: Industrial Use of CIP request
AND THAT that Council directs Staff to proceed with negotiations with the potential investor.

CARRIED

- 908 Brunetta - Wiedenhoef THAT Council received a confidential report dated February 23, 2022 from the RRFDC, Economic Development Consultant re: Industrial Use of CIP request
AND THAT that Council directs Staff to proceed with negotiations with the potential investor.

THAT Council received a confidential report dated February 28, 2022 from the CAO re: RTR and Point Park Litigation
AND THAT Council directs staff to proceed per the recommendation in the report

Councillor Judson called for a recorded vote on item 10.2

NAME	YEA	NAY	DISLCLOSURE OF INTEREST	ABSENT
M. BEHAN	X			
W. BRUNETTA	X			
J. MCTAGGART	X			
A. HALLIKAS	X			
D. JUDSON		X		
R. WIEDENHOEFT	X			
J. CAUL	X			

CARRIED

13. ADJOURNMENT .

13.1 The meeting adjourned at 8:11 p.m.

- 909 McTaggart - 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



TOWN OF FORT FRANCES

MINUTES

SPECIAL COUNCIL
MEETING
SESSION NO. 087

March 7, 2022

The meeting of Council of the Town of Fort Frances was held virtually and in the Committee Room at the Civic Centre

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

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, HR Manager, A. Hansma, Building Inspector, C. Vangel. IT Manager, J. Hughes

1 COUNCIL
(Session # 087]) To immediately follow the Special Committee of the Whole

- 1.1 Call to Order
Deputy Mayor Hallikas called the Special Meeting to order at 5:52 p.m.
- 1.2 Disclosure of pecuniary interest and the general nature thereof
There were no disclosure of interest.
- 1.3 Resolutions from today's Special Committee meeting

910 Recorded vote called by Councillor Judson
THAT Council of the Town of Fort Frances approve the Operating Budget increase of \$318,840 for 2022; AND FURTHER THAT the Municipal tax rate increase is 3.49%, which includes a reduction of the Large Industrial Tax ratio by one-half of the difference between the 2021 ratio and the Industrial ratio; therefore reducing it to 4.663262.
CARRIED.

Result:	CARRIED.
Mover:	Michael Behan
Seconder:	June Caul
Ayes:	Wendy Brunetta, June Caul, Michael Behan, Andrew Hallikas, John McTaggart, and Rick Wiedenhoeft
Nays:	Douglas Judson

2 ADJOURNMENT

- 1.1 The meeting adjourned at 5:58 p.m.

911 THAT this special meeting Council of the Town of Fort Frances be now closed.
CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Wendy Brunetta

TOWN OF FORT FRANCESSESSION NO. #093REPORTCOMMITTEE OF THE
WHOLEFebruary 28, 2022

A meeting of the Committee of the Whole of Council was held virtually and in the Committee Room on February 28, 2022

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

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, K. Haney, Deputy Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, Fire Chief, T. Moffat, HR Manager, A. Hansma, Building Inspector, C. Vangel, Lifeguard Supervisor, Manager, J. Hughes

1. Call to Order / Roll Call

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

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

2.1 Councillor Behan declared a conflict relating to agenda item 6.2 being his pier diem claim.

2.2 Councillor Brunetta declared a conflict relating to agenda item 6.1 being her pier diem claim.

3. Delegations/Deputations:

3.1 Canacre on behalf of Bell Mobility, Evan Turunen and Maria Wood
A presentation from Mr. Turunen was provided requesting Council concurrence for the proposed Bell monopoly. Council was provided an opportunity for questions and clarification.
The following proposed motion will be considered by Council at the Regular Council Meeting scheduled later this evening
THAT the deputation from Evan Turunen and Maria Wood on behalf of Bell Mobility be received with appreciation
AND THAT the matter be referred to the Planning and Development Executive committee for a recommendation

4. Council Reports on Board & Committee Activity:

4.1 **Mayor Caul** - Verbal Update relating to the recent press release pertaining to the COVID-19 changes effective March 1, 2022. Advised that there will be an official raising of the Ukrainian Flag at the Civic Centre Feb 29, 2022 and attended a leadership summit.

Councillor Behan - Verbal Update relating to the RRDMA, the Moffit Fund application, Citizen and Junior Citizen of the Year and information pertaining to Operation and Facilities Executive Committee.

Councillor Brunetta - Verbal Update relating to the NOMA, the Board of Health Meeting, and the Physician Recruiter

Page 2 of 4

Councillor Hallikas - Verbal Update relating to Homelessness Committee and the Fort Frances Public Library Board.

5. Consent Agenda:

Consent Resolution

- 213 Behan - Brunetta THAT the matters listed on the Consent Agenda be referred to the Consent Agenda for the Regular Meeting of Council later tonight for approval being items # ~~5.1~~, 5.2, 5.3, ~~5.4~~, 5.5, 5.6, 5.7, 5.8, 5.9 and 5.10

CARRIED

- 5.1 Collaborative Sourcing - IT Manager provided an overview of this item.
- approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to authorize the Mayor and Clerk to execute a Client Supplier Agreement with Integra Data Systems Corporation. This item was pulled from the consent agenda. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.
- 5.2 MNRF Forest Management Agreement Report 2022
- approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to approve the report as presented, and that Council authorizes the entering into of a new agreement between the Town of Fort Frances and the Ministry of Natural Resources for a 5-year term beginning April 1, 2022, and further that a by-law be brought forward for execution by the Mayor and Clerk.
- 5.3 Council Meeting Changes Re: Municipal and School Board Elections
- approval of this report will agree with the recommendation from the Administration and Finance Executive Committee that the Monday October 24, 2022 Committee of the Whole and Regular Council meetings be cancelled being the Municipal and School Board Election Day and that the Executive Committees also be cancelled the week of October 17 to the 21, 2022
- 5.4 Delegation by Council to CAO of certain authorities due to Lame Duck
- approval of this report will agree with the recommendation from the Administration and Finance Executive Committee that a By-Law be prepared to provide for the delegation of authority to the CAO in the event that Council is lame duck to address matters relating to:
1.the hiring or dismissal of any employee of the municipality;
2.the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal and
3.making expenditures or incurring any other liability which exceeds \$50,000
AND THAT the Municipal Clerk / Returning Officer advise Council following Nomination Day or Final Voting Day in the 2022 Municipal Election if it is determined that the restricted acts clause of the Municipal Act has been engaged.
This item was pulled from the consent agenda. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.
- 5.5 Letter dated February 7, 2022 Re: Snow Removal
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the letter dated February 7, 2022 from Ms. Jennifer Woods be received and that no further action be taken at this time.
- 5.6 Request to Operate the Point Park Canteen

Page 3 of 4

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

1. Council direct Administration to work toward entering into a lease agreement with Ms. Tasha Wagner to lease the Point Park Office building for the purposes of running a canteen.
2. The Town obtain estimates for the replacement of the windows and confirm a timeline to do so, and that this information be brought back to the Operations and Facilities Executive Committee then council to approve the unbudgeted capital expense.

- 5.7 Contribution Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry.
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a contribution agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry and further that a by-law be prepared authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.

- 5.8 Development of a Skating Trail
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:
1. A small amount of funds be included in 2022 Budget, funded from the Municipal Accommodation Tax Reserves, to support a local group or entity to explore the feasibility of developing a skating trail on Rainy Lake in December 2022 for the 2022/23 winter season.
 2. That the two Administration reports regarding this initiative be presented to the MAT Committee for their review and recommendation on funds to be considered for the 2022 work and an annual ongoing contribution.
 3. That the MAT Committee and the Town work to nail down a proposed location and engage local and neighboring stakeholders through 2022 to get entities on board with the development for the 2022/23 winter season.

- 5.9 Updates to the Fort Frances Airport Management Structure Modification Policy
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the amended policy titled Town Requirements when the Airport Management Structure is Modified be approved.

- 5.10 Renewal of Bearskin Annual Lease
- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:
- 1) That the lease agreements with Perimeter Airlines C/O EIC Shared Services be executed.
 - 2) That the Mayor and Clerk be authorized to execute the lease agreements on behalf of the Corporation.

6. Administration and Finance Division:

- 6.1 Councillor Brunetta Pier Diem
- approval of this Report will agree with the recommendation of the Administration and Finance Executive committee to approve Schedule "F" Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$320.00 as submitted by Councillor Wendy Brunetta for attendance at the ROMA Conference held virtually on January 24 and 25, 2022.
- The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

- 6.2 Councillor Behan Per Diem

Page 4 of 4

- approval of this Report will agree with the recommendation of the Administration and Finance Executive committee to approve Schedule "F" Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$80.00 as submitted by Councillor Michael Behan for attendance at the RRDMA Annual General Meeting held virtually on January 15, 2022.

The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

- 6.3 Award of Tender 22-AF-01 for the supply and delivery of surveillance cameras
- approval of this report will agree with the recommendation from the IT Manager to authorize the award of Tender 22-AF-01 for the supply and delivery of surveillance cameras to 407695 Ontario Ltd. o/a Sight & Sound at a cost of \$78,868.07 including the Town's portion of HST; and further that the Mayor and Clerk execute the Standard Form of Agreement with 407695 Ontario Ltd. o/a Sight & Sound

The motion will be presented as amended for Council's consideration at the Regular Council Meeting following this session.

- 6.4 To amend the Procedural By-Law relating to Electronic Participation
- approval of this report will agree with the recommendation from the Municipal Clerk to amend the Procedural By-Law to provide broader provisions relating to electronic participation

The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

7. Information:

- 7.1 The following items were received. Council was provided an opportunity for clarification and questions relating to all information items.

Fort Frances Wastewater Treatment Facility January 2022 Monthly Report

- 7.2 Operations and Facilities Division - Public Works Area - Operations Statistics - January 2022

- 7.3 Sewer and Water Data for 2022

- 7.4 2022 Tonnage at the Landfill Site

- 7.5 Airport Statistics as of January 31, 2022

8. ADJOURNMENT

- 8.1 The meeting adjourned at 6:22 p.m.

- 214 Hallikas - McTaggart THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed.

CARRIED



TOWN OF FORT FRANCES

SESSION NO. #094

REPORT

SPECIAL COMMITTEE OF
THE WHOLE

March 7, 2022

A meeting of the Special Committee of the Whole of Council was held virtually and in the Committee Room at the Civic Centre

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

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, HR Manager, A. Hansma, Building Inspector, C. Vangel. IT Manager, J. Hughes

1. SPECIAL COMMITTEE OF THE WHOLE
(Session No. # 094) 5:30 p.m.

- 1) Call to Order / Roll Call
Chair Judson called the meeting to order at 5:30 p.m.
- 2) Disclosure of pecuniary interest and the general nature thereof.
There were no disclosure of interest.

2. 2022 Operating Budget

- 1) 2022 Draft Operating Budget - Treasurer Report
A verbal summary was provided by the Treasurer. Council did not provide comments relating to the Safe Community Rainy River District Levy request for 2022, the item was not included in the operating budget for this year. Council provided some overall positive feedback on the 2022 Budget deliberations. Council directed to proceed per the recommendation outlined in the Treasurer's report as follows:
- THAT Council of the Town of Fort Frances approve the Operating Budget increase of \$318,840 for 2022; AND FURTHER THAT the Municipal tax rate increase is 3.49%, which includes a reduction of the Large Industrial Tax ratio by one-half of the difference between the 2021 ratio and the Industrial ratio; therefore reducing it to 4.663262. The proposed motion will follow the scheduled Special Meeting this evening for Council's final consideration.

3. Adjournment

- 1) The meeting adjourned at 5:51 p.m.
- 215 THAT this special meeting of the Special Committee of the Whole of Council of the Town of Fort Frances be now closed.

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Seconder:	Andrew Hallikas

REPORT OF AN INVESTIGATION
INTO A COMPLAINT ABOUT A MEETING
HELD BY
THE TOWN OF FORT FRANCES
ON
JANUARY 10, 2022

PAUL S. HEAYN, CLOSED MEETING INVESTIGATOR
FOR THE TOWN OF FORT FRANCES
March 9, 2022

COMPLAINT

On January 31, 2022, I received a complaint about a council meeting held by the Town of Fort Frances (the "Town") on January 10, 2022. The complainant alleged that council's discussion did not fit within the closed meeting exceptions in the Municipal Act, 2001 (the Act).

JURISDICTION

Under the Municipal Act, all meetings of council, local boards, and committees of council must be open to the public, unless they fall within prescribed exceptions.

As of January 1, 2008, the Act gives anyone the right to request an investigation into whether a municipality has complied with the Act in closing a meeting to the public. Municipalities may appoint their own investigator. The Town has appointed me as the closed meeting investigator for the Town. In investigating closed meeting complaints, I consider whether the open meeting requirements of the Act and the municipality's governing procedures have been observed.

The Ontario Municipal Act section 239.2 provides eleven (11) general exceptions for having open meetings. The Town used the following exception to hold part of their Jan. 10, 2022 meeting in closed session. The section of the Ontario Municipal Act pertaining to that meeting is as follows:

239 (1) Except as provided in this section, all meetings shall be open to the public.

Exceptions

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

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

INVESTIGATIVE PROCESS

On February 1, 2022, my Office advised the Town that we would investigate the January 10, 2022 meeting of which part of that meeting was closed to the public and provided the Clerk with a copy of the Complaint.

I reviewed relevant portions of the Town's procedural by-law and the Act. I reviewed the meeting agenda, relevant documents, other Closed Meeting Complaint Reports, websites mentioned by the Requester and the minutes from the open and closed sessions of the meeting. I interviewed the Clerk and received full co-operation in this matter.

BACKGROUND

The Requester provided me with the following documents and information:

1. Letter of January 27, 2022 requesting a closed meeting investigation into the Closed Session of Council on January 10, 2022. The letter proposes that the Closed portion of the January 10, 2022 meeting was held to discuss the Requester's letter to Council dated January 5, 2022 in which it is alleged serious misconduct on the part of the Mayor, based on public documents and records.

2. The Requester's letter provided five (5) reasons why the Council discussion ought to have taken place in open session:
 - a. The conduct of elected members of Council in the exercise of their roles does not attract closed meeting protection. This is why the Code of Conduct requires that reports from the integrity commissioner be received in open session.
 - b. The records related to the Mayor's misconduct were entirely public documents obtained under the Municipal Freedom of Information and Protection of Privacy Act, and I further circulated them to 2 of 3 members of the public upon identifying the Mayor's malfeasance. There was no information at risk of public disclosure.
 - c. The subject of my letter is a continuation of a discussion which took place in the open session of Council on November 8, 2021. That discussion was reported in the media, and I enclose herewith a copy of the article which appeared in the Fort Frances Times. While the leaked document was a legal opinion – which would ordinarily attract a closed session discussion – it is self-evident from the November 8, 2021 meeting that discussion of the contents of this document were not germane to the discussion in open session about the leak of this material to a member of the public. There was also no legal counsel present on January 10, 2022 to extend lawyer-client privilege to Council, nor did the matter pertain to litigation or potential litigation.
 - d. There was no "personal" matter under consideration concerning the Mayor or any other person, and this is an inaccurate characterization of the business item. Regulators have consistently stated that matters of a professional nature or which relate to the office of elected officials do not make out this section. For instance: • The provincial Ombudsman, in his role as closed meeting investigator for the Township of Emo, has stated that "generally, discussions of a council member's actions in the course of their duties are considered to be of a professional nature and do not fall within the "personal matters" exception": <https://canlii.ca/t/jb1g6>. • In his role as closed meeting investigator for the Municipality of Temagami, the Ombudsman has reached similar conclusions, stating that "the information must be about individuals in their personal capacity, rather than their professional, official or business capacity": <https://bit.ly/3GyPkBv>. • Likewise, the Information and Privacy Commissioner has stated that "to qualify as personal information, the information must be about the individual in a personal capacity. As a general rule, information associated with an individual in a professional, official or business capacity will not be considered to be "about" the individual": <https://canlii.ca/t/1scqh>.
 - e. Even if the subject matter of item 10.3 did pertain to "personal information", the Information and Privacy Commissioner has stated that "[t]o qualify as personal information, [the information] must be reasonable to expect that an individual may be identified if the information is disclosed". The individual was already identified publicly and in publicly disclosed records of the municipality. While this exception is not available to Council in these circumstances, this meeting would not have "exposed" her identity.
3. The January 5th, 2022 letter authored by the Requester to Mayor and Council entitled "Leaked Privileged and Confidential Document"
4. Letter of December 10, 2021 to the Requester from the Town Clerk providing twenty three (23) documents (emails) requested under the Freedom of Information and Protection of Privacy Act (FIPPA).
5. Newspaper Clipping entitled "Council Votes for Amended Resolution on Leak".
6. Council Minutes Session No. 081 of January 10, 2022.
7. Media article entitled "Fort Frances Mayor Accused of Abusing Her Powers".

I was told that up to the January 10th Council Meeting, the Town was dealing with the leak of a 2019 private and confidential document and legal opinion received from Gowling WLG (Canada) LLP regarding wood rights.

The Clerk sought legal advice about whether council should hold the discussion on the Requester's letter of January 5, 2022 be held in camera or open council at the January 10th, 2022 Council meeting. I was told that the municipality's decision to discuss this matter in closed session was based on the legal advice it received.

THE JANUARY 10TH, 2022 MEETING

Council met for a regular meeting at 5:30 p.m. At 6:24 p.m., council resolved to proceed in camera under the "personal matters" exception (s.239(2)(b)).

At the beginning of the meeting of January 10th, 2022, the minutes record Mayor Caul declaring a conflict of interest relating to a closed session item 10.3.

Item 10 and Resolution #861:

861. Wiedenhoeft-Behan: Mayor Caul declared a conflict on item 10.3. Councillor Hallikas assumed the Chair and called the motion.

Recorded vote called by Councillor Judson

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

3. Personal matters about an identifiable individual, including municipal or local board employees: Correspondence from the general public raising personal matters about an identifiable individual.

<u>NAME</u>	<u>YEA</u>	<u>NAY</u>	<u>DISLCLOSURE OF INTEREST</u>	<u>ABSENT</u>
M. BEHAN	X			
W. BRUNETTA	X			
J. MCTAGGART	X			
A. HALLIKAS	X			
D. JUDSON		X		
R. WIEDENHOEFT	X			
J. CAUL			X	
CARRIED				

Item 11. Public Session Resumes: at 7:54 P.M. and Resolution #864

864 McTaggart-Brunetta: Councillor Hallikas assumed the Chair.

THAT the Municipal Council of the Town of Fort Frances is very concerned with the unauthorized release of confidential information by the Mayor and hereby formally calls upon the Mayor to issue a public apology for her action on this matter in writing AND FURTHER THAT training be provided to the Mayor and Council on protecting the confidentiality of the Corporation.

CARRIED

ANALYSIS

In analyzing the validity of conducting Council business in closed session, I first considered the reasons provided by the Requester that suggests that the January 10th Council session item 10.3 must take place in open session. Those points that the Requester makes are:

1. The conduct of elected members of Council in the exercise of their roles does not attract closed meeting protection.
2. The records related to the Mayor's misconduct were entirely public documents obtained under the Municipal Freedom of Information and Protection of Privacy Act, and I further circulated them to 2 of 3 members of the public upon identifying the Mayor's malfeasance. There was no information at risk of public disclosure.
3. The subject of my letter is a continuation of a discussion which took place in the open session of Council on November 8, 2021. That discussion was reported in the media, and I enclose herewith a copy of the article which appeared in the Fort Frances Times.
4. There was no "personal" matter under consideration concerning the Mayor or any other person, and this is an inaccurate characterization of the business item. Regulators have consistently stated that matters of a professional nature or which relate to the office of elected officials do not make out this section. For instance: • The provincial Ombudsman, in his role as closed meeting investigator for the Township of Emo, has stated that "generally, discussions of a council member's actions in the course of their duties are considered to be of a professional nature and do not fall within the "personal matters" exception": <https://canlii.ca/t/jb1g6>. • In his role as closed meeting investigator for the Municipality of Temagami, the Ombudsman has reached similar conclusions, stating that "the information must be about individuals in their personal capacity, rather than their professional, official or business capacity": <https://bit.ly/3GyPkBv>. • Likewise, the Information and Privacy Commissioner has stated that "to qualify as personal information, the information must be about the individual in a personal capacity. As a general rule, information associated with an individual in a professional, official or business capacity will not be considered to be "about" the individual": <https://canlii.ca/t/1scqh>.
5. Even if the subject matter of item 10.3 did pertain to "personal information", the Information and Privacy Commissioner has stated that "to qualify as personal information, [the information] must be reasonable to expect that an individual may be identified if the information is disclosed". The individual was already identified publicly and in publicly disclosed records of the municipality. While this exception is not available to Council in these circumstances, this meeting would not have "exposed" her identity.

In addition, I sought to understand the Municipalities reasons why they chose to place Item 10.3 in camera instead of in the open portion of the January 10, 2022 meeting. It was a very difficult decision for the Staff as they understood that the Ombudsman has ruled in several similar complaints that if a Mayor or Councillor is acting in their professional capacity the matter would be discussed in open session. So, a legal opinion on the Requester's letter of January 5, 2022 was sought because Staff knew the probability of receiving a complaint in subsequent days would be a strong possibility. The Staff are aware that if a Code of Conduct Complaint were to be received, the Integrity Commissioner's investigation is confidential up until Council deals with any recommendations coming from that complaint. The question is, does the individual have the right to privacy during the discussion up until Council decides on the sanctions – if any. Staff considered if the rule of procedural fairness prevails because up to the point of the Meeting Item 10.3, the Mayor was not identified as the guilty party to the leaked document. In addition, Council did not have a copy of the documents that were obtained through Freedom of Information and Protection to Privacy Act (FIPA). Those documents are subject to

solicitor/client privilege. The Requester's letter had some pretty serious accusations in it so an independent solicitor opinion was sought. The solicitor reminded Staff that placing correspondence from members of the public and publishing it on the Town's Council Agenda, in accordance with the Procedural By-law, that they could be enabling defamation and libeling an individual which could bring legal action against the Municipality. The Deputy Mayor reached out to the Mayor who advised him that she would be reaching out to her solicitor for advice. The Deputy Mayor was attempting to figure out what the Requesters January 5th letter was all about. There were assumptions that the Mayor was guilty of the leak but she had not confessed to the breach (until the closed session). Staff was not privy to what Councillors thought about the communication (the Jan. 5th letter), they had to meet to discuss it. In addition, the Clerk could not hide the fact that there were other identifiable individuals other than the Mayor (such as the contributor to the local newspaper who sent articles and requested anonymity).

As for the legal advice that Staff sought, that solicitor's view was that the Letter of January 5, 2022 involves "personal matters" about Mayor Caul. That letter alleges that Mayor Caul knowingly provided the 'newspaper article contributor' with confidential and privileged information of the Town. In addition, the solicitor noted that the Jan. 5th letter cautions that "it is common practice to dismiss public servants for these types of leaks and to refer such matters to police for investigation of the offence of breach of trust by public officer". Because these are serious allegations of a highly personal nature this agenda item easily qualifies for the exception provided by subsection 239(2)(b).

APPLICATION OF THE "PERSONAL MATTERS" EXCEPTION

The question of Open Session or Closed Session is opined by two Solicitors – the Requester and the Solicitor from whom the Staff sought advice. Each has provided opinions that reached conclusions that are at both ends of the spectrum. However, both would probably agree that the numerous rulings that the Ontario Ombudsman concluded in several of his opinion of the Municipal Act subsection 239(2)(b) has been the most used in determining the use of this exemption.

Examples of The Ontario Ombudsman's opinions:

Example #1

Generally, discussions of a council member's actions in the course of their duties are considered to be of a professional nature and do not fall within the "personal matters" exception. However, in some cases information about a person in their professional capacity may still fit within the exception if it reveals something personal or relates to scrutiny of an individual's conduct.

Example #2

In a letter to the Municipality of Temagami, my Office found that council was entitled to discuss a complaint against a member of council in closed session because staff were unsure if the council member was acting in a professional or personal capacity during the incident that gave rise to the complaint.^[4] Similarly, in a letter regarding a closed meeting held by the City of Elliot Lake, my Office found that an *in camera* discussion about unproven allegations that a council member had breached confidentiality fit within the "personal matters" exception. In that case, the allegations had not been investigated or made public and constituted personal information about the council member.

Example #3

In the present case, council's discussion about some councillors' alleged email correspondences related to those councillors' professional capacity as members of council. However, the concerns raised touched on information that was speculative, and in one case refuted by the named member of council. The discussion involved scrutiny of these councillors' conduct and the sharing of opinions related to the conduct. Accordingly, this discussion took on a more personal nature and therefore fits within the "personal matters" exception.

Example #4

The personal matters exception applies to discussions that reveal personal information about an identifiable individual. In order to qualify as personal information, it must be reasonable to expect that an individual could be identified if the information were disclosed publicly. The Act does not define "personal matters" for the purposes of the open meeting rules. When reviewing the parameters of the open meeting exceptions, my Office has often considered decisions of the Office of the Information and Privacy Commissioner. Although not binding on our Office, these cases can be informative. The IPC has found that information will only qualify as personal for the purposes of the Act if it:

- 1) pertains to an individual in their personal capacity, rather than their professional capacity.
- 2) Information about a person in their professional capacity may still qualify if it reveals something personal about the individual, such as information about job performance.
- 3) As noted by the Ontario Superior Court of Justice in Ontario (Ministry of Correctional Services) v. Goodis, "if there is reasonable expectation that the individual can be identified from the information, then such information qualifies...as personal information."

PROCEDURAL MATTERS

The minutes for the January 10th closed session are not detailed, and I relied on the Clerk's recollections of the closed meeting.

It should be noted that the minutes are a summary of the discussion and do not reflect every statement made. The Clerk maintained that the discussion included personal matters regarding identifiable individuals, despite the fact that the meeting minutes do not reflect this. Identifiable individuals includes the contributor to the newspaper article who wished to remain anonymous.

REPORT

The Town was given the opportunity to review a preliminary version of this report and provide comments to me.

I received comments from two individuals: 1) the Requester and 2) Council Judson.

- 1) The Requester:

Conversation with the Requester regarding my Draft Report – March 7, 2022 at 10:00 a.m.

The report, in repeating legal advice that the clerk was given, suggested that the Requester's January 5th letter was defamatory and speculative. The Requester felt that this was interesting because he actually wrote a rather 'matter of fact letter' that just appended the response he received from a municipal freedom of information request. It didn't comment on the inappropriateness of what had happened it really just said in a very matter of fact way, what was already in the public record. The report then touches on the response that almost makes it seem like the Requester had to have some sort of leap of faith to say that this was a legal opinion. The clerk had redacted portions of the response and the

attachments because of 'privilege'. The document and the email itself is a legal opinion so the Requester advised that he did not understand this report, it is not necessarily germane to the issue.

My Reply to the Requester: "No I'm not talking about your legal opinion at all. What I'm concerned about is when not discussed in-camera - the author of the letter to the editor or whatever to the newspaper – would have been disclosed and that disclosure was to be anonymous. That was one of my main concerns here - it has nothing to do with a legal opinion. Your letter laid everything out plainly. So that is not an issue.

The requester advised that the report says that as for the legal advice the Staff sought, that solicitor's view was that the Letter of January 5, 2022, involves personal matters about Mayor Caul. That letter alleges that Mayor Caul knowingly provided the 'newspaper article contributor' with confidential information of the Town. The requester was adamant that that was not true because he never referred to the Mayor as being the article's newspaper contributor. He basically said she gave the article to the 'newspaper contributor' – he said he never used those quotes 'newspaper contributor'. The legal opinion stated that these are serious 'allegations of a highly personal nature' – the Requester does not see how his allegations were a 'personal nature'. The Mayor released the report because she is the Mayor not because she is June Caul private citizen or she has some job outside of being Mayor she received the legal opinion because she is Mayor. She used her Fort Frances account – she forwarded it from her Fort Frances account and the Requester (through a Freedom of Information Request) received it. The Requester said that he received this information from a freedom of information request and he then provided it to the Municipality because of the questions Council had at a previous Council Meeting and in response to the comments Mayor Caul made at that Council meeting. The Requester does not understand what elements of his letter could possibly be construed to be an allegation of a 'personal nature'.

2) Councillor Judson

Councillor Judson sent a Memorandum to all Council, the Clerk, the CAO and myself dated March 7, 2022 entitled Comments on Draft Closed Meeting Investigator's Report. It is a lengthy document and I will not reproduce it here.

I will defer to Council's wishes as to the requests made by Councillor Judson in his Memorandum.

OPINION

The Clerk sought independent legal opinion prior to issuing the Agenda for the January 10th Council Meeting. One of the main points of that opinion centered around the contents of the Requester's January 5th letter in which he states:

"I anticipate that it may be a challenge to decide how to move forward with this information. I note that it is common practice to dismiss public servants for these types of leaks and to refer such matters to police for investigation of the offence of breach of trust by public officer, contrary to section 122 of the Criminal Code of Canada."

The independent solicitor's advice, in my opinion, centred on this paragraph in the Requester's letter i.e. he opined: "Because these are serious allegations of a highly personal nature this agenda item easily qualifies for the exception provided by subsection 239(2)(b)."

I do not share the independent solicitor's view that the Requester, in merely expressing his opinion, "easily qualifies" for the exception provided by subsection 239(2)(b) and is of a "highly personal nature". I do agree with the Requester that the Mayor does not enjoy the "personal matters about an identifiable individual exception" under Section (s.239(2)(b)).

However, since the "contributor to the newspaper article" expressed that he/she remain anonymous, Council dealing with this issue in a public forum of the open Council Meeting, would disclose this person's identity as the recipient of the 'leaked document' and the 'contributor to the newspaper'. I feel that revealing this person's name would expose the Town to possible legal issues. For this reason I feel the Town of Fort Frances did not contravene the *Municipal Act, 2001*, when it met in closed session on January 10, 2022. The discussion fit within the "personal matters" exception to the open meeting requirements of the Act.

Paul S. Heayn,
Closed Meeting Investigator

Peter A. Howie
 700 Victoria Avenue
 Fort Frances, ON P9A 2C8
 Email: peterhowie2@gmail.com

January 27, 2022

Paul Heayn
 Closed Meeting Investigator
 Town of Fort Frances
 320 Portage Avenue
 Fort Frances, ON P9A 3P9
 Email: psheayn@drytel.net

Dear Mr. Heayn:

Re: Closed Meeting Complaint Regarding Council of the Town of Fort Frances

Please accept this closed meeting complaint regarding Council of the Town of Fort Frances, submitted pursuant to section 239.2 of the *Municipal Act, 2001*.

On January 10, 2022, Council of the Town of Fort Frances met in-camera to address an item of business described as follows:

10.3 Personal matters about an identifiable individual, including municipal or local board employees: Correspondence from the general public raising personal matters about an identifiable individual.

This item of business clearly pertains to correspondence that I submitted to Mayor and Council on January 5, 2022 which provided evidence of serious misconduct on the part of the Mayor, based on public documents and records.

This was an illegal closed session of Council. The item of business was not a “personal matter”. It was a matter pertaining to the misconduct of the head of Council, after she was exposed by the productions of a freedom of information request for leaking a privileged and confidential document to her friend and then having previously misled Council about her responsibility for doing so.

It is obvious that this Council discussion ought to have taken place in open session, for several reasons:

1. The conduct of elected members of Council in the exercise of their roles does not attract closed meeting protection. This is why the *Code of Conduct* requires that reports from the integrity commissioner be received in open session.
2. The records related to the Mayor’s misconduct were entirely public documents obtained under the *Municipal Freedom of Information and Protection of Privacy Act*, and I further circulated them to

members of the public upon identifying the Mayor's malfeasance. There was no information at risk of public disclosure.

3. The subject of my letter is a continuation of a discussion which took place in the open session of Council on November 8, 2021. That discussion was reported in the media, and I enclose herewith a copy of the article which appeared in the *Fort Frances Times*. While the leaked document was a legal opinion – which would ordinarily attract a closed session discussion – it is self-evident from the November 8, 2021 meeting that discussion of the contents of this document were not germane to the discussion in open session about the leak of this material to a member of the public. There was also no legal counsel present on January 10, 2022 to extend lawyer-client privilege to Council, nor did the matter pertain to litigation or potential litigation.
4. There was no “personal” matter under consideration concerning the Mayor or any other person, and this is an inaccurate characterization of the business item. Regulators have consistently stated that matters of a professional nature or which relate to the office of elected officials do not make out this section. For instance:
 - The provincial Ombudsman, in his role as closed meeting investigator for the Township of Emo, has stated that “[g]enerally, discussions of a council member’s actions in the course of their duties are considered to be of a professional nature and do not fall within the “personal matters” exception”: <https://canlii.ca/t/ib1g6>.
 - In his role as closed meeting investigator for the Municipality of Temagami, the Ombudsman has reached similar conclusions, stating that “the information must be about individuals in their personal capacity, rather than their professional, official or business capacity”: <https://bit.ly/3GyPkBv>.
 - Likewise, the Information and Privacy Commissioner has stated that “to qualify as personal information, the information must be about the individual in a personal capacity. As a general rule, information associated with an individual in a professional, official or business capacity will not be considered to be “about” the individual”: <https://canlii.ca/t/1scqh>.
5. Even if the subject matter of item 10.3 did pertain to “personal information”, the Information and Privacy Commissioner has stated that “[t]o qualify as personal information, [the information] must be reasonable to expect that an individual may be identified if the information is disclosed”. The individual was already identified publicly and in publicly disclosed records of the municipality. While this exception is not available to Council in these circumstances, this meeting would not have “exposed” her identity.

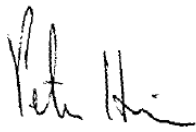
I note that there is also no other exception under section 239 of the *Municipal Act, 2001* which would apply to take this item into closed session. Members of Council are not “personnel” or employees of the municipality, I have no lawyer-client relationship with Council, and my letter to Council neither makes any request of Council or any legal demand for the purpose of establishing “litigation or potential litigation”. It seems obvious to me that this item was taken into closed session so that members of Council could attempt to hide the Mayor's gross misconduct and likely violation of the *Municipal Conflict of Interest Act* for failing to disclose her interest on November 8, 2021.

Members of the public were entitled to see how their Council addressed this breach of confidentiality and misconduct by the head of Council and exercised their governance in the public interest. They were denied that right.

In submitting this complaint, I am deeply discouraged at the lack of transparency of Council in considering serious allegations of misconduct and dishonesty by one of its members. It appeared, from the public broadcast of the meeting, that only Councillor Judson understood that this item should not proceed in closed session, as he called a recorded vote and voted against the resolution to do so. This is reflected in the minutes, a copy of which I have enclosed.

I trust you will fully address these concerns.

Regards,

A handwritten signature in black ink, appearing to read 'Peter Howie', with a stylized, cursive script.

Peter Howie

Encl. Letter to Mayor and Council, dated January 5, 2022;
Fort Frances Times article, dated November 10, 2021;
Minutes of Council Session, dated January 10, 2022

PETER A. HOWIE

BARRISTER SOLICITOR NOTARY

PO Box 105, Fort Frances, ON P9A 3M5 | Phone: 807-861-0638 | Fax: 807-789-1661 | Email: peterhowie2@gmail.com

January 5, 2022

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

Sent via Email (town@fortfrances.ca)

Dear Mayor and Council:

Re: Leaked Privileged and Confidential Document

On August 15, 2021, I made a request to the Town of Fort Frances ["Town"] under the *Municipal Freedom of Information and Protection of Privacy Act* ["MFIPPA"] seeking copies of all written communications between Mayor June Caul and local real estate agent, [REDACTED]. I am now in receipt of those documents and I feel obliged to bring to your attention an email exchange from June 22, 2021 and June 23, 2021.

In this email exchange it appears that Mayor Caul knowingly provided Mr. [REDACTED] with the confidential and privileged information of the Town which ultimately ended up in the possession of the Fort Frances Times and referred to in the paper's October 27, 2021 publication.

I have not seen the exact document that was forwarded to Mr. [REDACTED] because it was redacted by the Clerk on the basis of containing lawyer-client privileged information. However, it is clearly indicated to be a legal opinion prepared by Gowling WLG (Canada) LLP on the Crossroute sustainable forest license. A copy of the MFIPPA response with the relevant record is enclosed.

I feel it is necessary to bring this to your attention for the following reasons:

1. The integrity of Town staff, advisors, and other members of Council has been impugned by suggestions from some people that they are responsible for the leaked information;
2. At the November 8, 2021 meeting of Council, Mayor Caul stated that "there were several others who were privy to this information as well, so we cannot just assume it was one of our members of Council"¹;
3. At the November 8, 2021 meeting of Council, various councillors voiced concern about the unauthorized disclosure of this legal opinion; and,

¹ Please note that this is a direct quote that I have verified from an audio recording of the meeting. This quote was also published in the November 10, 2021 edition of the Fort Frances Times.

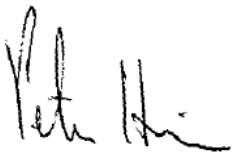
4. As I understand it, Council is awaiting input from the Integrity Commissioner on how he can assist in identifying the source of the leak.

I hope that in bringing these documents and records to your attention that I have assisted the Town in avoiding the costs of an investigation by the Integrity Commissioner.

I anticipate that it may be a challenge to decide how to move forward with this information. I note that it is common practice to dismiss public servants for these types of leaks and to refer such matters to police for investigation of the offence of breach of trust by public officer, contrary to section 122 of the *Criminal Code of Canada*.

On a final note, it is quite puzzling why Mr. [REDACTED] receives so much special treatment from the Town. This is reflected throughout the documents I have obtained and the communications between the Mayor and former members of administration.

Sincerely,



Peter Howie

Encl. December 10, 2021 Letter from G. Lecuyer to P. Howie re MFIPPA 2021-05 request; Document #16 attached to the December 10, 2021 letter.

- C. Members of Council, *sent via email* (jcaul@fortfrances.ca, ahallikas@fortfrances.ca, wbrunetta@fortfrances.ca, jmctaggart@fortfrances.ca, djudson@fortfrances.ca, rwiedenhoeft@fortfrances.ca, mbehan@fortfrances.ca);
Gabrielle Lecuyer, Municipal Clerk, *sent via email* (glecuyer@fortfrances.ca);
Faisal Anwar, Chief Administrative Officer, *sent via email* (fanwar@fortfrances.ca)

Administration & Finance Division
Planning & Development Division
Phone: (807)274-5323
Fax: (807)274-8479

Operations & Facilities Division
Phone: (807)274-9893
Fax: (807)274-7360

Mailing Address for All Divisions:
320 Portage Avenue
Fort Frances, ON
P9A 3P9



Community Service Division
Phone: (807)274-4561
Fax: (807)274-3799

Email: town@fortfrances.ca
www.fortfrances.ca

December 10, 2021

Submitted by Email: peterhowie2@gmail.com

Peter Howie
PO Box 105
Fort Frances, ON
P9A 3MS

CONFIDENTIAL

Re: MFIPPA 2021-05 request for general records

Dear Mr. Howie:

In summary: On August 16, 2021 the Town of Fort Frances received your request for general records relating to:

1. Copies of all written communications and records between Mayor June Caul and [REDACTED] between the dates of January 1, 2021 to August 15, 2021.

Following a notice of extension submitted to you by email on November 12, 2021 due to the fact that there was a change in staffing within the Clerk's office for the period of August 2021 to October 27, 2021, that there was a large volume of records that must be searched and reviewed in order to respond to your request and to conduct consultations with external parties. As such you were advised that a response would be provided by December 13, 2021.

This letter is to provide the final decision of the request. After reviewing all the above information my office approves granting disclosure in part of documents retrieved per the provisions outlined in the MFIPPA as detailed below with a total of 23 records relating to the above mentioned as follows:

1. Email Caul – [REDACTED] (Tichbornes), July 25, 2021 severed per the provision of section 14 (1) personal privacy
2. Email Caul – [REDACTED] (Tichbornes), July 12, 2021 severed per the provision of section 14 (1) personal privacy

Page 1 of 3

3. Email Caul – [REDACTED] (Tichbornes), July 8, 2021 severed per the provision of section 14 (1) personal privacy
4. Email Caul – [REDACTED] (Tichbornes), July 8, 2021 (attachments)
5. Email Caul – [REDACTED] (Tichbornes), July 8, 2021 severed per the provision of section 14 (1) personal privacy
6. Email Caul – [REDACTED] (Tichbornes), July 8, 2021 (attachments) and exempt one attachment per Section 12
7. Email Caul – [REDACTED] (Tichbornes), June 22, 2021 Exempt per the provision of section 12 – Solicitor-client privilege
8. Exempt per the provision of section 12- Solicitor-client privilege
9. Email Caul – [REDACTED] (Tichbornes), June 9, 2021 severed per the provision of section 14 (1) personal privacy
10. Email Caul – [REDACTED] (Tichbornes), June 6, 2021 severed per the provision of section 14 (1) personal privacy
11. Email Caul – [REDACTED] (Tichbornes), June 1, 2021 (attachments) is the final report re crossroute forest to be release?
12. Email Caul – [REDACTED] (Tichbornes), May 31, 2021 severed per the provision of section 14 (1) personal privacy
13. Email [REDACTED] (Tichbornes) – Caul, July 25, 2021 (attachments) severed per the provision of section 14 (1) personal privacy
14. Email [REDACTED] (Tichbornes) – Caul, July 19, 2021
15. Email [REDACTED] (Tichbornes) – Caul, July 12, 2021
16. Email [REDACTED] (Tichbornes) – Caul, June 23, 2021 section 12- Solicitor-client privilege
17. Email [REDACTED] (Tichbornes) – Caul, June 22, 2021 section 12- Solicitor-client privilege
18. Email [REDACTED] (Tichbornes) – Caul, June 16, 2021 severed per the provision of section 14 (1) personal privacy
19. Email [REDACTED] (Tichbornes) – Caul, June 15, 2021
20. Email [REDACTED] (Tichbornes) – Caul, June 10, 2021
21. Email [REDACTED] (Tichbornes) – Caul, June 6, 2021 severed per the provision of section 14 (1) personal privacy
22. Email [REDACTED] (Tichbornes) – Caul, May 31, 2021 severed per the provision of section 14 (1) personal privacy
23. Email [REDACTED] (Tichbornes) – Caul, May 31, 2021

The actual fee for processing your request is \$240.00 plus HST \$31.20 for a total of \$271.20.
The breakdown for your fee is as follows:

\$90.00 for search time based on 3 hours of time @ \$7.50 per quarter hour;
\$150.00 for records preparation based on 5 hours of time @ \$7.50 per quarter hour;

I trust you will be satisfied with the final decision, but you should be advised that you have the opportunity to appeal to the Information and Privacy Commissioner to review this decision and fee within thirty days from the date of this letter. The appeal fee is \$25.00 (for general record requests) OR \$10.00 (for personal information requests), payable by cheque or money order to the Minister of Finance and must be included with your correspondence. The address is:

Registrar Information and Privacy Commissioner/Ontario
1400-2 Bloor Street East

Toronto, Ontario
M4W 1A8

Please do not hesitate to contact me at (807) 274-5323 Ext: 1215 if you require further assistance or have any questions.

Your truly,

A handwritten signature in black ink, appearing to read 'Gabrielle Lecuyer', written in a cursive style.

Gabrielle Lecuyer, AOMC
Clerk
Enclosures

Gabrielle Lecuyer

From: Tichbornes <admin@tichbornes.com>
Sent: Wednesday, June 23, 2021 9:49 AM
To: June Caul
Subject: [External] RE: Resolute FP - Questions on Crossroute SFL

[EXTERNAL]

Morning June,

I have gone through this opinion in detail and would like to bring the following to your attention.

: This opinion recognized that the 2016-17 Annual Report indicated a 2017 IFA was done but was not public.

The opinion is based on the last public IFA of 2007-2012. Tannis or Doug B. should have recognized the permanent closure of the mill would be reflected in the 2017 IFA

And that this audit opinion would be material to the questions asked.

I now realize why know one on Council is paying any attention to my position- this legal opinion circulated by Doug B. that I am still at it and wanted to re-circulate this opinion as Big David would Likely approach them. I am the È bad guy È.

Thanks June have to run.

██████████
██████████
Broker of Record
Tichbornes Real Estate
576 Scott Street
Fort Frances, ON P9A1H4
Ph: 807-274-3221 Fax: 807-274-4119
Cell Ph: 807-275-7844 Toll Free: 800-263-3221
www.tichbornes.com



From: June Caul [mailto:jcaul@fortfrances.ca]
Sent: June-22-21 2:07 PM
To: admin@tichbornes.com
Subject: FW: Resolute FP - Questions on Crossroute SFL

I found this in my myriad of emails. Thought you'd want to see this

From: Doug Brown <dbrown@fortfrances.ca>
Sent: February 18, 2021 7:36 AM
To: June Caul <jcaul@fortfrances.ca>; John McTaggart <jmctaggart@fortfrances.ca>; Michael Behan <mbehan@fortfrances.ca>; Douglas Judson <djudson@fortfrances.ca>
Subject: FW: Resolute FP - Questions on Crossroute SFL

Hi All, I see that [REDACTED] will not let it go. I thought it would be wise to recirculated the legal opinion we received back in January of 2019 from Gowling WLG. I would expected that one of you will be contacted by Big David in the near future. ☺

Douglas DC Brown P Eng
 CAO
 Town of Fort Frances
 807-274-5323 Ext 1213
 Cell 807-275-9755

From: Tannis Drysdale <tannis@tannis-drysdale.com>
Sent: Saturday, February 2, 2019 3:19 PM
To: Doug Brown <dbrown@fortfrances.ca>; Douglas Judson <djudson@fortfrances.ca>; Andrew Hallikas <hallikas@shaw.ca>; John McTaggart <jmctaggart@fortfrances.ca>; June Caul <jcaul@fortfrances.ca>
Subject: Fwd: Resolute FP - Questions on Crossroute SFL

Initial Letter

Please note that following a call mid week with Gowlings, [REDACTED]

Thank you,
 Tannis

----- Forwarded message -----

From: Bear Robe, Kennedy A. <Kennedy.BearRobe@gowlingwlg.com>
Date: Tue, Jan 29, 2019 at 2:00 AM
Subject: Resolute FP - Questions on Crossroute SFL
To: Tannis Drysdale <tannis@tannis-drysdale.com>, Douglas Judson <djudson@fortfrances.ca>
Cc: Seaman, Paul <Paul.Seaman@gowlingwlg.com>, Brown, Keith <Keith.Brown@gowlingwlg.com>

Hi Tannis, Douglas –

With apologies for the delay, please find attached our draft memorandum regarding Resolute's Crossroute SFL and the Fort Frances mill.

We would be happy to discuss these issues with you further before finalizing. In this regard, should we schedule a call to discuss further? Additionally, we look forward to discussing the finalization process, timing considerations and current scope (Competition Act currently not scoped in).

Thank you for referring these interesting questions to us.

Best,

Kennedy

Kennedy Bear Robe

Associate - Environmental and Indigenous Resource Law

T +1 604 891 2758

M +1 604 355 5989

kennedy.bearrobe@gowlingwlg.com

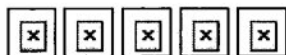
My Assistant: Miriam Bird

T +1 604 443 7629

miriam.bird@gowlingwlg.com



Gowling WLG (Canada) LLP
Suite 2300, Bentall 5
550 Burrard Street
Vancouver BC V6C 2B5
Canada



gowlingwlg.com

Indigenous Law Firm of the Year The Best Lawyers in Canada 2019

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Tannis Drysdale
Tannis Drysdale Consulting
601 Mowat Ave
Fort Frances, ON P9A 1Z2
807 274 9621
tannis@tannis-drysdale.com

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Council votes for amended resolution on leak

By Merna Emara
Staff Writer
memara@fortfrances.com

The Town of Fort Frances council voted against a resolution brought forward by Coun. Douglas Judson to have the integrity commissioner carry out a technological investigation to find the source of a leaked document provided to the Times.

Instead, four council members and Mayor June Caul voted to seek advice on policy suggestions from the integrity commissioner, since the protocol requires that a specific individual be named as the respondent.

In a recorded vote, Judson voted against the amended resolution. Coun. Wendy Brunetta was not at the meeting.

While five council members agreed that they do not support the leak of the document, they did not support an investigation by the integrity commissioner. However, they questioned the possibility of conducting the investigation in-house.

The document in question, provided to the Times in confidence, was the legal opinion the town sought from Gowling WLG (Canada) LLP on wood rights.

After the article's publication on Oct. 27, Judson initially asked the town's CAO Faisal Anwar to conduct an investigation to find the source of the leak.

"Council did not authorize the release of those materials,"

See "Judson" A2

Council passes resolution requesting direction from Integrity Commissioner

More from A1

Judson said. “Regardless of whether members of council or the public feel that the document in question should have been made public.”

However, Anwar said the administration has no authority to investigate elected officials, and helped Judson draft a resolution to have the integrity commissioner investigate the source of the leak.

Coun. Mike Behan also said it is best to not leave this in administration’s hands when they are not supposed to be dealing with it.

“I can agree with the initial recommendation to take this to the integrity commissioner just to see if this is in fact something he can look at,” Behan said. “I’m not sure if he will or can or should.”

Coun. Andrew Hallikas also said he is not convinced that this needs to go to the integrity Commissioner, agreeing with Coun. John McTaggart on having an internal investigation.

“I feel that if we involve the integrity commissioner again it could be a distraction and an expense to council,” Hallikas said. “I certainly would have no problem whatsoever with some sort of internal technological investigation.”

Coun. Rick Wiedenhoef

also said while he firmly supports the Code of Conduct and the duty of our members to uphold the confidentiality of privileged material, going to the integrity commissioner will be a waste of time and money which will “ultimately accomplish nothing for the town, when we have so much more important work to do.”

Caul said she does not condone the leak to the press.

“We as councillors are well-versed in how we must present ourselves in the job we have been elected to do,” Caul said. “There are several others who were privy to this information as well. So we cannot just assume it was one of our members of council.”

Caul also suggested having the clerk ask council to meet and review the Code of Conduct and how council should handle themselves. She added that this could be an in-house learning opportunity.

While Anwar said it is not possible for him to investigate council members, he explained to council members that they have already begun an internal technological investigation on staff members, but they have not concluded anything thus far.

“As soon as we receive more information we will share it with council,” Anwar said.

TOWN OF FORT FRANCES

MINUTES

SESSION NO. 081

January 10, 2022

The meeting of Council of the Town of Fort Frances was held virtual and in the Committee Room located at the Civic Centre.

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, T. Rob, Manager of Operations & Facilities, A. Bisson, Recreation & Culture Manager, C. Vangel, CBO/Municipal Planner, A. Hansma, HR Manager, J. Hughes, IT Manager

1. COUNCIL MEETING

(Session No. 081) to immediately follow the Committee of the Whole

- 1.1 Call to Order / Roll Call
Mayor Caul called the meeting to order at 6:10 p.m.
- 1.2 Territorial Acknowledgement
- 1.3 Moment of Meditation
- 1.4 Disclosure of pecuniary interest and the general nature thereof
Mayor Caul declared a conflict relating to a closed session item 10.3. Personal matters about an identifiable individual, including municipal or local board employees:
Correspondence from the general public raising personal matters about an identifiable individual

2. Consent Agenda:

- 2.1 Items Referred from Committee of the Whole

854 McTaggart-Behan THAT the following Consent items be approved:

Committee of the Whole Consent items

- 5.1 Townshend Theatre Agreement - approval of this report will agree with the recommendation of Community Services Division to approve the updated wording in section 16 and renew the agreement for another 5-year term. And that an authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.
- 5.2 User Fee Bylaw Addition Jan 2022 - approval of this report will agree with the recommendation of the Community Services Executive Committee to add the user fees as outlined in this report.
- 5.3 2022 Temporary Borrowing to Meet Current Expenditures - approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to authorize the preparation of an authorizing By-Law for temporary borrowing in the amount of \$4,000,000 to meet 2022 expenditures.
- 5.4 Interim Tax Levy for 2022 - approval of this report will agree with the Administration & Finance Executive Committee recommendation to

Page 2 of 6

authorize the 2022 interim tax levy in accordance with the Municipal Act and that the due dates be set for February 28, 2022 and March 31, 2022.

5.5 Enter into Easement Agreements - 1203 and 1219 Sunset Drive -approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee to enter into an easement agreement with owners of 1203 and 1219 Sunset Drive for the area of their property frontage taken up by the newly constructed sidewalk along Sunset Drive and further that an authorizing by-law be prepared for authorizing Mayor and Clerk to execute the easement agreements on behalf of the Corporation

2. Council Consent items # 2.2.CORR: Fort Frances Sports Hall of Fame re: Request for Sponsorship - will be referred to the Administration & Finance Executive Committee for recommendation.

CARRIED

2.2 CORR: Fort Frances Sports Hall of Fame re: Request for Sponsorship - will be referred to the Administration & Finance Executive Committee for recommendation.

3. Approval of Council Minutes: *

3.1 Session No. 79 of December 9, 2021 and Session No. 80 of December 13, 2021

855 Behan-Wiedenhoeft THAT the minutes of the Council meeting being Session No. 079 dated December 9, 2021 and Session No. 80 of December 13, 2021 having been typed and distributed be approved.

CARRIED

4. Approval of Committee of the Whole Minutes: *

4.1 Session No. 82 of September 17, 2021 and Session No. 87 of December 13, 2021

856 Wiedenhoeft-Brunetta THAT the report of the Committee of the Whole of Council meeting being Session No. 082 dated September 17, 2021 and Session No. 87 dated December 13, 2021 having been typed and distributed be approved.

CARRIED

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

5.1 Council considered the following:

857 McTaggart-Behan THAT the deputation from Adam Fulford, Canacre Ltd on behalf of Bell Mobility be received with appreciation

CARRIED

858 Brunetta-Wiedenhoeft: THAT the report dated December 23, 2021 from the Clerk re: Council direction relating to Invoice submission - Service from Integrity Commissioner be approved to agree with the recommendation from the Clerk to approve the payment of Invoice from the Integrity Commissioner number FF028 for services in the amount of \$6957.50.

CARRIED

6. By-Laws:

6.1 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:

Page 3 of 6

859 Behan-Brunetta: 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:

6.1 - 01/22 being a By-Law authorizing the borrowing of money to meet current expenditures of the Council of the Corporation of the Town of Fort Frances

6.2 - 02/22 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

6.3 - 03/22 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

6.4 - 04/22 being a by law to authorize the execution of an agreement with Prezio Electric awarded through the public tender process (21-OF-17)

6.5 - 05/22 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

CARRIED

7. New Items: None

8. Information Correspondence:

The following seven items were received.

8.1 CORR: City of Kitchener re: Conversion Therapy

8.2 CORR: NOMA re: 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

8.3 CORR: South Frontenac re: Re: Joint & Several Liability

8.4 CORR: South Frontenac re: Re: Daylight Savings Time

8.5 CORR: AMO re: AMO Policy Update - New Year Calls to Action and other issues of municipal concern

8.6 CORR: City of Kitchener re: Fire Safety Measures

8.7 CORR: St. Catharines re: National Childcare Program

9. Minutes of Local Boards / Committees:

The following seven items were received.

9.1 Community Service Executive Committee - Minutes of November 15, 2021

9.2 Administrative and Finance Executive Committee - Minutes of December 7, 2021

9.3 Operations and Facilities Executive Committee - Minutes of December 8, 2021

9.4 Economic Development Executive Committee - Minutes of December 8, 2021

9.5 Fort Frances Municipal Non Profit Housing - Minutes of September 29 2021

Page 4 of 6
9.6 Police Services Board - Minutes of November 10 2021

9.7 Sister Betty Kennedy Centre Board of Management

10. In-Camera: - Council met in camera from 6:24 p.m. to 7:54 p.m.

Councillor Judson called for a separate vote on item 10.3 to move into the closed session.

- 860 Hallikas-Behan THAT Council now meet in-camera in order to address a matter pertaining to:
- The security of the property of the municipality or local board; Information Technology Security
 - A proposed or pending acquisition or disposition of land by the municipality or local board: Former Mill Properties – Concept Plan and Potential Land Development

CARRIED

- 861 Wiedenhoeft-Behan: Mayor Caul declared a conflict on item 10.3. Councillor Hallikas assumed the Chair and called the motion.
Recorded vote called by Councillor Judson
THAT Council now meet in-camera in order to address a matter pertaining to:
3.Personal matters about an identifiable individual, including municipal or local board employees:
Correspondence from the general public raising personal matters about an identifiable individual

NAME	YEA	NAY	DISLCLOSURE OF INTEREST	ABSENT
M. BEHAN	X			
W. BRUNETTA	X			
J. MCTAGGART	X			
A. HALLIKAS	X			
D. JUDSON		X		
R. WIEDENHOEFT	X			
J. CAUL			X	

CARRIED

- 10.1 The following Staff members were present: CAO F. Anwar, C. Vangel, Chief Building Inspector/Municipal Planner, Clerk Gabrielle Lecuyer, Deputy Clerk Karyn Haney and Jeremy Hughes IT Manager.
The security of the property of the municipality or local board; Information Technology Security
A confidential report was received by the IT Manager. Council was provided an opportunity for clarification and questions. A motion for Council consideration will follow the closed session.

- 10.2 The IT Manager exited the meeting and Mr. Paul Veldman.and C. Vangel, Chief Building Inspector / Municipal Planner were present.

A proposed or pending acquisition or disposition of land by the municipality or local board: Former Mill Properties – Concept Plan and Potential Land Development
Delay in presentation from 6: 35 to 6:45 Mr. Veldman arrived at 6:45 p.m.
A confidential report was received by the CAO as information. A motion for Council consideration will follow the closed session.

Page 5 of 6

Mr. Paul Veldman and C. Vangel, Chief Building Inspector / Municipal Planner exited the meeting.

- 10.3 Mayor Caul vacated the meeting and exited the committee room due to a declared conflict of interest at 7:17 p.m. Councillor Hallikas assumed the Chair.

Personal matters about an identifiable individual, including municipal or local board employees: Correspondence from the general public raising personal matters about an identifiable individual

Council received correspondence submitted by an individual of the general public. Council considered the item and a discussion occurred on the subject matter. Council drafted a proposed motion and directed that the draft motion be included following the closed session this evening.

11. Public Session Resumes: at 7:54 P.M.

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

- 12.1 Mayor Caul assumed the Chair
The following resolution derived from the in-camera discussion

862 Brunetta-Hallikas: THAT approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to retroactively authorize the emergency purchase of hardware authentication devices and required accessories with a total unbudgeted capital cost of \$6,655 funded through the Corporate Projects Reserve
CARRIED

863 Brunetta-Wiedenhoeft: THAT Council receive the report from the CAO relating to the Former Mill Properties - Concept Plan and Potential Land as information
CARRIED

864 McTaggart-Brunetta: Councillor Hallikas assumed the Chair.

THAT the Municipal Council of the Town of Fort Frances is very concerned with the unauthorized release of confidential information by the Mayor and hereby formally calls upon the Mayor to issue a public apology for her action on this matter in writing AND FURTHER THAT training be provided to the Mayor and Council on protecting the confidentiality of the Corporation.

CARRIED

- 12.2 Mayor Caul provided a public apology that she read aloud. The apology was filed with the Clerk for public record.

13. ADJOURNMENT

- 13.1 The meeting adjourned at 8:05 p.m.

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

CARRIED

14. * Previously distributed to Council

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

J. Caul, Mayor

_____, Chairperson

G. Lecuyer, Clerk

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. XX/22

(BEING a by-law to delegate authority to the Chief Administrative Officer (CAO) for Certain Acts during a “Lame Duck” Period)

WHEREAS, s Section 275 of the Municipal Act S.O. 2001, c 25, as amended, restricts acts that a Council can take after Nomination Day (August 19, 2022) and after Voting Day (October 24, 2022) if the Council is in a lame duck position.

AND WHEREAS Section 275 (3) of the Municipal Act S.O. 2001, c. 25 restricts Council from taking action on the following:

- The appointment or removal from office of any officer of the municipality;
- The hiring or dismissal of any employee of the municipality;
- The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- Making any expenditure or incurring any other liability which exceeds \$50,000

AND WHEREAS Section 275 (6) of the Municipal Act S.O. 2001, c. 25 states that nothing in this section prevents any person or body exercising authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new council;

AND WHEREAS Council deems it expedient to delegate authority to the CAO to take action, where necessary, on certain acts during the “Lame Duck” period.

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

1. THAT the Council of the Corporation of the Town of Fort Frances hereby delegates authority under Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and commencement of the Council Terms as follows:
 - a) The CAO be delegated authority as the financial signing authority for Expenditures exceeding \$50,000;
 - b) That the CAO be delegated the authority to execute agreements of Purchase and Sale, pertaining to the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal for the acquisition of property;
 - c) The CAO be delegated the authority to hire or dismiss any employee of the municipality of the Town of Fort Frances.
2. THAT the CAO will report to Council at the next Committee of the Whole Meeting or as soon as practicable on any actions taken under the restrictions listed in Section 275 (3) of the Municipal Act S.O. 2001
3. THAT This By-Law shall come into force and effect only if the present Council is subject to the “Lame Duck” provisions in accordance with the Section 275 (3) of the Municipal Act and shall not extend beyond the commencement of the next Council Term.

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

Enacted and passed this 14th day of March 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 authorize the execution of an Agreement between the Ministry of Natural Resources and Forestry and the Corporation of the Town of Fort Frances re: (Forest Fire Management)).

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 under programs established and administered by the Province;

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 February 28, 2022 Council received a report from the Fire Chief / CEMC to enter into an agreement with the Ministry of Natural Resources and Forestry relating to a Forest Fire Management;

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an Agreement with the Ministry of Natural Resources and Forestry to provide for a Forest Fire Management Agreement

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 14th day of March 2022.

J. Caul, Mayor

G. Lecuyer Clerk

Appendix F
Agreement Review Checklist
(To be completed by NDMNRF)

Name of Community Fort Frances

Fire Management Area: Fort Frances FMA

Date Reviewed: February 15, 2022

NDMNRF Person Completing Review:

1. Community Evaluation:

Infrastructure Development:

Has any new infrastructure been developed that extends into a CPA zone? No

There is no CPA zone.

Has there been any new cottage subdivision areas developed? No

Road Network Expansion:

Have any new roads been constructed allowing access for community resources into CPA area? No

CPA/MPA/CPZ Zones:

Will there be changes to the current Appendix A figures? If there is, provide an explanation for the changes. No

Has there been a general review of all CPA/MPA/CPZ zones? Is there opportunity to reduce the amount of land managed by the NDMNRF? Yes

After reviewing municipal fire activity, are there areas where municipal resources are frequently responding to fires in a CPA zone that should be considered to be included in an MPA management zone?

No

2. Risk Analysis:

Forest Fuels:

Has any storm or insect damage occurred within an MPA/CPZ area that should be reviewed to determine if a boundary change is required?

No

Has a storm or insect damaged area hazard been mitigated that can now be re-established as an MPA/CPZ area?

na

Through the FireSmart program is there an area of CPA that can now be established as an MPA/CPZ area?

No

3. Fire Suppression Resources:

Staffing:

Have there been any changes to the staffing levels of the community fire agency that may affect changes to the existing MPA/CPZ/CPA zones

No

Operations:

During the peak burning period can the community fire agency provide a timely and adequate fire response in all areas of the MPA?

Yes

Equipment:

Have there been any wildland fire equipment upgrades since the last assessment that will enable the community to modify existing MPA/CPZ zones

No

Training Program:

Does the fire department train with the SP103, Air attack module package?

Yes

Has the fire department ever sent staff to an SP230 course?

Yes

A course was held in 2013.

Resource locations:

Has the community expanded their area of coverage, by building additional fire equipment locations that will allow fires responses into a CPA area now?

No

Municipal Assistance:

Is there an opportunity for the community to enter into an agreement with adjacent municipalities to provide protection services in a CPA/MPA area?

Yes

A mutual aid agreement exists with neighbouring municipalities.

Fire Department Radio System:

Does the fire department radio system allow for the fire staff to use the Fire Marshal frequency **154.070** to communicate with our Air Tankers?

Yes

4. Fire Education/Prevention:**FireSmart:**

Does the community have an existing wildfire prevention plan? No

Does the community have a Community Wildfire Protection Plan? No

Enforcement:

Has the community implemented by-laws to regulate burning and provide control measures under the FPPA? Yes

A permitting system is in place.

Has the community considered regulating spring burning to reduce human caused fires by banning residential burning until green up? Yes

A municipal fire ban can be implemented if hazard warrants.

Does the community have a by-law enforcement officer? Yes

Media:

Has the community developed a media program to promote wildfire prevention initiatives? E.g., advertising during high to extreme hazard. Yes

Fire Safety Tips and Press Releases in newspaper and Facebook posts.

Has the community developed their own wildfire prevention signs or handout items to address common ignition causes? No

Does the community conduct school wildfire prevention programs? No

ONLY Sign if current agreement is to be extended. If there is a new agreement, then there is no requirement to sign this document.

As per the conditions listed within the current municipal fire suppression agreement under TERM AND TERMINATION; RENEWALS;

This Agreement has been reviewed will continue to be in effect from April 1, 2022 and must be reviewed every 5 year(s), unless terminated by either party in accordance with conditions listed in section 13.

Official Signatures:

Fire Management Supervisor:

Municipal Representative:

The agreement review checklist should be made in duplicate and one copy given to the local municipality to be attached to their current agreement file. The other copy is to be mailed to the Regional Fire Advisor. The Regional Fire Advisor will forward the signed checklist to Sault Ste. Marie to be attached to the Director's copy of the legal agreement. All scanned records will be available through the File Plan.

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW XX / 22

(Being a by law to approve a Transfer payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Norther Development, Mines, Natural Resources and Forestry and The Corporation of the Town of Fort Frances (TP Agreement - 2022-01-1-1664986104 1 – Mowat Avenue Reconstruction)

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 February 28, 2022 Council received a report from the Operations and Facilities Manager and on the recommendations of the Operations and Facilities Executive Committee, to enter into Transfer payment Agreement under the Northern Ontario Resource Development Support (NORDS) Fund for the Mowat Avenue Reconstruction;

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into a Transfer payment Agreement with the Minister of Norther Development, Mines, Natural Resources and Forestry;

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 14th day of March 2022.

J. Caul, Mayor

G. Lecuyer, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

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

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Northern Development,
Mines, Natural Resources and Forestry**

(the “Province”)

- and -

The Corporation of the Town of Fort Frances

(the “Recipient”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 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.

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Northern Development, Mines, Natural Resources
and Forestry**

Date

Helen Mulc
Assistant Deputy Minister

The Corporation of the Town of Fort Frances

Date

Mr. Faisal Anwar
CAO
I have authority to bind the Recipient.

Date

Name:
Title:
I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

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

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

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

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

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

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

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

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

“Event of Default” has the meaning ascribed to it in section A12.1.

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

“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 or the Expiry Date, whichever is first.

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

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

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

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

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary

to carry out the Project;

- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

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

Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and

- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

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

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

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

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

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

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

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

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally

accepted accounting principles or any other accounting principles that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

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

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

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

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section

A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 Recipient not Remediating. If the Province provided the Recipient with an

opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A15.2 Debt Due. If, pursuant to the Agreement:

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

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

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

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 Waiver Applies. If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

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

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

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$941,569.74
Expiry Date	September 30, 2026
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$1000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Tracey Dawson-Kinnonen, Director Transportation, Trade and Investment Branch Northern Development Division Ministry of Northern Development, Mines, Natural Resources and Forestry Fax: 705-541-2140 Email: Tracey.Dawson-Kinnonen@ontario.ca
Contact information for the purposes of Notice to the Recipient	Mr. Travis Rob, Manager of Operations and Facilities 320 Portage Avenue Fort Frances P9A 3P9, ON Fax: (807) 274-7360 Email: trob@fortfrances.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Mr. Faisal Anwar, CAO 320 Portage Avenue Fort Frances P9A 3P9, ON Fax: (807) 274-8479 Email: fanwar@fortfrances.ca

Additional Provisions:

B1: Definitions. The following additional definitions are added to Schedule “A” as follows:

“Eligible Costs” means those eligible costs set out in the Program Guidelines, as may be amended from time to time.

“Funding Period” means the period from April 1, 2021 to March 31, 2026.

“Project Information Form” means the form attached as Appendix I to be submitted to the Province by the Recipient that describes the undertakings being proposed to be undertaken by the Recipient, including any amendments or updates thereto, that have been approved in writing by the Province.

B2: Section A4.2(a) is intentionally deleted.

B3: Section A4.3 is amended by adding the following as A4.3(e):

(e) only use the Funds for Eligible Costs.

B4: Section A7.2(a)(ii) is deleted and replaced with the following:

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time, which for greater certainty may include a report to be submitted by the Recipient from time to time on 30 days notice from the Province;

B5: Section A13.1 is deleted and replaced with the following:

A13.1 Funds at the End of Funding Period. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Period as provided for in the Budget, unspent Funds form a debt due immediately repayable without any further action or demand from the Province.

SCHEDULE “C” PROJECT

The Recipient will carry out any undertaking described in a Project Information Form delivered pursuant to this Agreement that has been approved in writing by the Province, as may be updated from time to time with the written approval of the Province, including as delivered in accordance with the requirements of Schedule “E” (the “**Project**”).

SCHEDULE “D” BUDGET

The Budget for the Project is included in a Project Information Form approved by the Province (each a “**PIF Budget**”), provided that the costs in that PIF Budget are Eligible Costs.

SCHEDULE "E" PAYMENT PLAN

Payment Schedule:

Milestone	Due Date	Payment Date	Amount
Delivery of the Agreement signed by the Recipient to the Province		Within 30 days after receipt and acceptance* by the Province	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> Project Information Form; and 2021-2022 Annual Report 	April 7, 2022	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2022	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> Project Information Form; and 2022-2023 Annual Report 	March 31, 2023	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2023	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> Project Information Form; and 2023-2024 Annual Report 	March 31, 2024	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2024	\$188,313.95
Upon delivery of the following: <ul style="list-style-type: none"> Project Information Form; and 2024-2025 Annual Report 	March 31, 2025	Within 30 days after receipt and acceptance* of the completed Project Information Form and Annual Report by the Province, but no earlier than April 1, 2025	\$188,313.95

**Note: Receipt and acceptance requires completion and submission of all requirements and reports as listed, including those in Schedule “F”, and the Province’s approval of those requirements and reports, as applicable.*

SCHEDULE “F” REPORTS

Reports. The Recipient will submit Annual Reports by the dates indicated in the Report Schedule chart below.

Report Schedule	
Name of Report	Due Date
2021-2022 Annual Report	April 7, 2022
2022-2023 Annual Report	March 31, 2023
2023-2024 Annual Report	March 31, 2024
2024-2025 Annual Report	March 31, 2025
2025-2026 Annual Report	September 30, 2026

Report Details:

Each Annual Report must:

1. Provide an accounting of all income and expenditures incurred during the Funding Year as it pertains to the Agreement, including an explanation for any variances from the Budget in Schedule “D”;
2. Include a statement signed by the signing authority of the Recipient confirming actual project expenditures;
3. Include an accounting of any unspent Funds, including any interest earned on those Funds, and an explanation as to why there are remaining Funds; and
4. Be submitted in the format shown in Appendix II to this Schedule “F”.

Appendix I Form of Project Information Form

PROJECT INFORMATION FORM (April 1, 20xx to March 31, 20xx)

**Please fill out one PROJECT INFORMATION FORM per proposed project.*

Municipality: _____

Project Name: _____

Project Description: *Please provide a brief description of the project and the proposed activities*

Resource Development Impacts. *Please describe how the proposed capital project is impacted by, or advances opportunities related to resource development and how the project is addressing or mitigating those impacts.*

Alignment with Existing Municipal Planning Documents: *Does the proposed project align with existing municipal planning documents (i.e. Asset Management Plan, Official Plan)? If yes, please identify the applicable municipal planning documents. If no, please provide an explanation.*

Project Start Date (mm/dd/yyyy)

Project End Date (mm/dd/yyyy)

--	--

Partnership Type: *(Select One)*

- Sole Municipality Lead (no partnership) ☐

Lead Municipality (partnership) ☐

Supporting Municipality (partnership) ☐

For partnerships only. If you are the lead partner, please indicate that you own the asset. If you are a supporting municipality, please identify the project lead and confirm the amount of NORDS funding that is to be transferred to the lead municipality. Note that supporting municipalities must submit a Council resolution confirming your support.

Do you intend to allocate all or part of your ANNUAL FUNDING allocation to this project in a future year?

If yes, please select the funding year(s) you intend to use the NORDS funds. Note: all applicable fields within this project information form must be completed for all projects where Year 2 funding will be used to fund, including in future years. (Note: Please add additional years as required.)

Year X <i>(April 1, 20XX to March 31, 20XX)</i> <input type="checkbox"/>	Year X <i>(April 1, 20XX to March 31, 20XX)</i> <input type="checkbox"/>	Year(s) X <i>(April 1, 20XX to March 31, 20XX)</i> <input type="checkbox"/>
---	---	--

Identify the Total Project Costs for the whole project.? In the fields below, enter the total project cost amount and the timing of when the costs will be incurred.

Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>

Identify the Eligible Project Costs (e.g. capital costs) for the project. In the fields below, enter the total eligible cost amount and the timing of when the costs will be incurred.

Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>

Identify the proposed amount of your NORDS annual allocation that will be applied to the project in the applicable year the funding will be utilized. In the fields below, identify the timing of your NORDS allocation will be utilized. For Multi-Year projects where the municipality intends to utilize NORDS funding in upcoming year(s), please identify the NORDS allocation amount in the year that your NORDS allocation will be applied to the project (e.g. \$75,000 in Year 2 and \$75,000 in Year 3. In the fields below.)

Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>	Year X <i>(April 1, 20XX to March 31, 20XX)</i>

Identify any other funding sources related to the proposed project. Please identify the name of the organization or funding program, the amount of funding requested or approved, and the status of the funding request (e.g. approved, application submitted pending decision, application not yet submitted).

Name of Funding Source #1	Funding Amount	Status
Name of Funding Source #2	Funding Amount	Status
Name of Funding Source #3	Funding Amount	Status

Certification

The Recipient confirms that the proposed project and information submitted associated with it meets program requirements including:

The proposed capital project(s) is impacted by, or advances opportunities related to resource development;

☐

Project costs funded through NORDS funding are directly related to the proposed project(s) and recorded as a capital expense;

☐

Assets associated with the project are owned by the Recipient;

☐

All projects are in compliance with and satisfy applicable Provincial and Federal laws and requirements and adhere to required approvals and processes.

☐

On behalf of the Recipient, I hereby certify that, to the best of my knowledge, the information in this Project Information Form to which this certification is attached, is true, correct, and is in compliance with the terms and conditions of the Agreement.

Name of Signing Authority

Title

Signature

Date

Appendix II Form of Annual Report

ANNUAL REPORT – Year X (April 1, 20XX to March 31, 20XX)

Please fill out one ANNUAL REPORT per submitted project.

Municipality: _____

Project Name: _____

1) Project Activity Report

Description	Start Date	End Date
<i>Please describe key project activities that were achieved during this fiscal year. What was accomplished? (April 1 to March 31).</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>

2) Has the project been completed?

Yes ☐ No ☐

Note: If the project has not been completed and the municipality intends on utilizing their NORDS allocation for the next year to support this project, please submit an updated Project Information Form describing the project's activities for the upcoming year.

3) Budget Report (Actuals) – Year X (April 1, 20XX to March 31, 20XX)

	Total
Total Project Costs	<i>Enter costs</i>
Total Eligible (capital) Costs	<i>Enter costs</i>
NORDS Funding Applied to Project	<i>Enter funding applied</i>

Other Approved Funding Applied, including own (if applicable)

	Total
<i>Please enter program name approved funding (#1)</i>	<i>Enter funding applied</i>
<i>Please enter program name approved funding (#2)</i>	<i>Enter funding applied</i>
<i>Please enter program name approved funding (#3)</i>	<i>Enter funding applied</i>

4) Is any current year funding being accumulated/carried forward for a future funding year?

Yes ☐ No ☐

Note: If yes, the municipality is required to submit a Project Information Form identifying the project which those funds will be used towards in a future year of the program.

5) Accumulation of funds – Year X (April 1, 20XX to March 31, 20XX)

**Only applicable if municipality did not utilize all of its annual allocation.*

NORDS Annual Allocation: *Enter amount (A)* _____

Name of Project	<i>Name of project #1</i>	<i>Name of project #2 (if applicable)</i>	<i>Name of project #3 (if applicable)</i>
NORDS Allocation Spent (in Annual Report's fiscal year)	<i>Enter amount (B1)</i>	<i>Enter amount (B2)</i>	<i>Enter amount (B3)</i>

NORDS Annual Allocation Balance: *Enter amount (A-(B1+B2+B3))=C* _____

Accumulation of Funds

NORDS Annual Allocation Balance	<i>Enter amount (C)</i>
Interest Gained on Accumulated Balance	<i>Enter amount (D)</i>

Adjusted Allocation (Next Year)

Adjusted Allocation for Upcoming Disbursement	<i>Enter amount (A-D)=(E)</i>
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CERTIFICATION

On behalf of the Recipient, I hereby certify that, to the best of my knowledge, the information in this Annual Report to which this certification is attached, is true, correct, and is in compliance with the terms and conditions of the Agreement, and that to the best of my knowledge the financial data in this Annual Report true, correct, and agrees with the books and records of the Recipient.

 Name of Signing Authority

 Title

 Signature

 Date

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW XX/22

(Being a by law to authorize the execution of an agreement between Perimeter Airlines C/O EIC Shared Services and the Corporation of the Town of Fort Frances) - Bearskin Airlines Lease Renewal.

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 February 28, 2022 Council received a report from the Manager of Operations & Facilities per the recommendation of the Operations and Facilities Executive Committee relating to the Renewal of Bearskin Annual Lease

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an Agreement with Perimeter Airlines C/O EIC Shared Services.

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 14th day of March 2022.

J. Caul, Mayor

G. Lecuyer Clerk

THIS AGREEMENT made this 1st day of January, Two Thousand and Twenty Two

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
(The “Town”)

-And-

PERIMETER AIRLINES
C/O EIC SHARED SERVICES
(The “Tenant”)

WHEREAS:

- A. The Town and the Tenant hereinafter collectively referred to as the “Parties” entered into an agreement of lease (the “Lease”) dated March 1, 2000 with respect to the property (“Demised Premises”) described as: Office, counter and storage space comprising a total area of 28.5 square meters at the Fort Frances Airport.
- B. The copy of the lease dated March 1, 2000, in each of the Parties possession forms Part of this Agreement as Schedule “A”.
- C. The term (the “Term”) of this lease and subsequent renewals is due to expire and end December 31, 2021.
- D. The Town desires to lease to the Tenant and the Tenant desires to lease from the Town the Demised Premises for a further Term, namely, from January 1, 2022, to and including December 31, 2022, on substantially the same terms and conditions as set out in the Lease, save and excepting the additional clause E, as set out below.
- E. The annual rental fee will be annually increased on renewal by the greater of the amounts calculated as follows:
 - 1) An amount equal to that produced by applying the Previous year’s Ontario consumer price index to the previous year’s annual rental fee;
 - 2) An amount calculated as 4.0% over the previous year’s annual rental fee

NOW THEREFORE the Parties agree as follows:

- 1. The Town agrees to lease to the Tenant and the Tenant agrees to lease from the Town the Demised Premises for a further Term from and including January 1, 2022, to December 31, 2022.
- 2. The amount payable by the Tenant to the Town in respect of the Tenant’s lease of the Demised Premises for the Term January 1, 2022, to December 31, 2022, shall be the sum of \$ 11,921.55, plus applicable taxes, which amount shall be payable by the Tenant to the Town on a monthly basis.
- 3. Except as set out in this agreement, the Lease by the Tenant of the Demised Premises from the Town for the term shall be upon the same terms and conditions as set out in the Lease.

IN WITNESS WHERE OF the Parties have executed this Agreement.

For the Corporation of the Town of Fort Frances:

Per: _____
Mayor

Per: _____
Clerk

For: Bearskin Airlines C/O EIC Shared Services:

Witness: _____

Per: _____
“I have the authority to bind the corporation”

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. XX/22

(Being a by-law to authorize the execution of an agreement between Comprint Systems Incorporated (DataFix) and the Corporation of the Town of Fort Frances re: (Voter List Management System)

WHEREAS Section 12 of the *Municipal Elections Act, S.O. 1996 c. 32 as amended*, provides that the Clerk may provide for any matter or procedure if in the Clerk’s opinion, it is necessary or desirable for conducting the election;

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 March 14, 2022 Council received a report from the Clerk / Returning Officer recommending the execution of agreement with DataFix for the purpose of providing the services of a voter list management system.

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 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.

PASSED and ENACTED this 14th day of March, 2022.

J. Caul, Mayor

G. Lecuyer, Clerk

VOTER LIST MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) made in duplicate, is entered into as of, and is effective as of the 8th day of March 2022 (the “Effective Date”)

BETWEEN:

COMPRINT SYSTEMS INCORPORATED (doing business as “DataFix”)
an Ontario corporation with its registered office at
40 University Avenue, Suite 1010, Toronto, Ontario M5J 1T1

(hereinafter called “DataFix”)

AND:

TOWN OF FORT FRANCES
320 Portage Avenue
Fort Frances, Ontario P9A 3P9

(hereinafter called “Client”)

The Client requires an Election Management System (EMS) described herein to conduct its municipal election, and desires to engage DataFix to provide said services.

DataFix’s proprietary EMS is an internet-based Application with specific capabilities, including but not limited to: (i) provide election officials with an electronic view of their electoral information, including the ability to make corrections to the Voters list and to access various voter counts needed for electoral planning, and (ii) with the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event (“VoterView”).

The System Requirements and Compatibility of VoterView are described below:

- a) web-based;
- b) support the management of Data throughout the election cycle from receipt of Data to the end of the election;
- c) Graphical User Interface (GUI);
- d) role-based for the purposes of user permission architecture;
- e) user-friendly and intuitive;
- f) passwords are one-way encrypted;
- g) web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
- h) optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.

This Agreement is intended to identify and confirm the service levels and support technology requirements of VoterView – see Schedule “C”.

DataFix agrees to provide to the Client, the VoterView Application, services, and support described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein; the receipt and sufficiency of which is acknowledged, and in accordance with the terms and conditions set forth herein, the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

“Additional Services” means the Services not included in the contract price, and where additional fees are applicable;

“Application” means the web-enabled application branded as VoterView that has been architected from the ground up to be secure, scalable, and flexible and is a fully featured EMS;

“Business Day” means every day except for Saturdays, Sundays, and statutory holidays in the Province of Ontario;

“Change Order Request” means a written notice from the Client to DataFix to add certain requirements/services which are outside of the scope of the Agreement and to which additional fees are applicable

“Client Users” means designated persons within the Client’s organization who Client has authorized to use the Application;

“Confidential Information” means any and all information and documentation, in whatever form, which is confidential in nature, and which is accessed or obtained by one or both Parties as a result of this Agreement and/or their relationship shall include without limitation the following:

- a) Any information concerning this Agreement or any municipal election for which the Services and the Application are provided hereunder;
- b) Any information concerning the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a Party’s group, including, without limitation, any information which is not generally known to the public, or which has been specifically identified as confidential or proprietary by the disclosing Party;
- c) Any information that would be included within the definition of personal information as

set out in MFIPPA, or similar legislation; and

d) Data;

Notwithstanding the foregoing, Confidential Information shall not include:

- i. information not obtained from the Client, which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;
- ii. information which was previously in DataFix's possession and did not originate from the Client;
- iii. information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;

"Contract Price" means the amount ascribed under section 14.1 and payable by the Client to DataFix for the Services;

"Critical Election Period" includes advance voting dates together with the Election Day;

"Customization" means the selection of a specific change to VoterView or any of its additional Event Based Functionality (Optional Modules), made by the Client in order for the Client to meet its desired goals, and where the change is client specific and unique to the Client, and where additional fees are applicable;

"Data" shall include all information in VoterView including but not limited to:

- a) a list of names and addresses of eligible voters for an Election or By-Election prepared under the Municipal Elections Act (MEA) and provided by the provincial authority to carry out a municipal election; and
- b) any Client supplied data including without limitation data inputted by the Client respecting candidate information, election worker information, voter registration, ward, and polls information, and voting locations;

"Effective Date" means the date written above;

"Election Day" means Monday, October 24, 2022;

"eVoting Third Party Integration Fee" means any customized services required by the Client to support eVoting through an eVoting Service Provider;

"Intellectual Property Rights" means any and all proprietary rights provided under:

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- i) patent law;
 - ii) copyright law (including moral rights);
 - iii) trade-mark law;
 - iv) design patent or industrial design law;
 - v) semi-conductor chip or mask work or integrated circuit topography law; or
 - vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law,

that may provide a right in either software, hardware, documentation, ideas, formulae, algorithms, concepts, inventions, processes, or know-how generally, or the expression or use of any of the foregoing; and any and all applications, registrations, licenses, sub-licenses, franchises, agreements, or any other evidence of a right in any of the foregoing.

“Parties” means, collectively, the Client and DataFix and **“Party”** means one of them or any of them, as the context requires;

“Personal Information” means all of the information provided by the provincial authority and stored in VoterView with respect to the determination of eligible electors, including their names, property and mailing addresses, the Data, the elector list of the Client as it is compiled from time to time during the Term of the Agreement, the names and other personal information of all who are designated as Users, and all related files and records stored on any equipment used by DataFix;

“Services” means all the Services to be provided by DataFix to the Client under this Agreement, and includes privacy and security requirements in relation to the provision of such services;

“Term” has the meaning ascribed under section 12.1;

“Third Party Print File Preparation Fee” means any customization required to DataFix’s standard file layout to create customized printable data files for use by a third-party printing company;

“Training” means the training environment in VoterView, all training guides and any other documentation or material pertaining to the functions and features of VoterView and provided through the on-line facilities;

“Training – Customized and In Person” means any customized on-site training requested by the Client and delivered by DataFix at the offices of the Client, to be scheduled at such time and for such duration as mutually agreed to in advance between the parties, and at additional cost;

“Update” means a fix, patch or such other minor improvement, enhancement, modification, or expansion of VoterView as well as major revisions to and new versions of VoterView as part of the Services and for which DataFix does not impose a separate fee;

“VoterView” has the meaning ascribed to it under, Application on page 1 of this Agreement;

“Voting Period” means the hours designated by the Client during the Election Date(s) during which Eligible Electors are entitled to cast their vote.

2.0 PROVISION OF SERVICES, LICENSE AND AUTHORIZED USES

- 2.1 DataFix agrees to perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 (MFIPPA) and similar legislation in other Canadian jurisdictions and all other applicable privacy and personal information laws).
- 2.2 DataFix will at all times maintain care, skill, and diligence in performing its obligations under this Agreement.
- 2.3 DataFix represents to the Client that VoterView complies with all applicable requirements for provincial and municipal election laws at the time of delivery.
- 2.4 Subject to DataFix’s payments from Client being received in accordance with section 14 of this Agreement, DataFix grants to Client and Client Users a limited, non-exclusive, non-transferable, royalty-free (except for fees provided for in this Agreement), license (other than a right to sublicense) to use VoterView, any documentation provided therewith and any upgrades, modifications, updates, and additions thereto (the “DataFix Materials”) in the manner contemplated in this Agreement.
- 2.5 The Client will have full control for creating and issuing usernames and passwords for Client Users.

3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

- 3.1 DataFix will provide the Client with an initial account with Administrator-level access to VoterView. With this account, the Client’s Administrator can create users and assign the required access levels for the Application.
- 3.2 The Client’s Administrator is fully responsible for:
 - a) configuring the Application through the Administration Tab in VoterView;
 - b) adding Users and creating User Groups as needed;
 - c) deleting users;

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- d) identifying authorized contacts: primary, secondary, and alternate for the electoral event;
 - e) updating email addresses and telephone numbers; and
 - f) keeping all information in User Management current to ensure authorized Users receive email communication.
- 3.3 DataFix may from time-to-time change, modify, update, or upgrade the form, nature, requirements, features, functionality or method or manner of operation of VoterView, the Application and the Services. If DataFix does so it shall provide Client with notice thereof that is no less than the notice it provides thereof to its customers.

4.0 DATA

- 4.1 The Data for the Client will be stored in datacenters that are in Canada. At no time will DataFix store Data outside of Canada.
- 4.2 DataFix will maintain a separate physical database for the Client to ensure that the Client can only access its own Data.
- 4.3 DataFix will regularly upgrade and update the Application. If it is necessary to interrupt service, DataFix will provide at least 24 hours prior notification wherever possible, emergencies excepted. Interruptions that can be scheduled (i.e., not emergencies) and interruptions shall be scheduled to minimize their impact on Client Users.

5.0 DATA SECURITY AND PRIVACY

- 5.1 The Client will provide the Data to DataFix and DataFix will only use the Data as necessary to carry out its obligations under this Agreement, and for no other purpose without the prior written consent of the Client.
- 5.2 DataFix shall comply with all the confidentiality, security and privacy requirements set out in this Agreement, and any additional Security and Privacy Requirements with respect to the Data that have been provided to DataFix, by the Client, in writing. To the extent DataFix possesses any Data in any form, medium or device during the Term of this Agreement or after the expiration of the Term, the foregoing obligations shall survive and continue to be in legal effect.
- 5.3 DataFix shall ensure that its employees and contractors are aware of their obligations regarding data security and privacy under this Section 5.0. DataFix shall limit access to Personal Information to its authorized representatives who have a clear need to know in

order to provide the Services. DataFix shall ensure that such representatives have agreed to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and DataFix shall properly advise such representatives of the requirements under this Agreement.

- 5.4 DataFix will protect the security and confidentiality of the Personal Information to at least the same standard as DataFix protects its own most sensitive Confidential Information and, in any event, to at least the standard required by applicable Laws.
- 5.5 If either Party becomes aware of or reasonably suspects that there has been any unauthorized or improper access to, use or disclosure of any of the Personal Information (a "Security Incident"), such Party will notify the other Party forthwith and, take all reasonable steps to mitigate the Security Incident.
- 5.6 Without limiting any other provision in this Agreement regarding the security of information, DataFix shall have in place reasonable policies, procedures, and safeguards to protect the confidentiality and security of the Personal Information. DataFix shall ensure the physical security of the Personal Information by making all reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, loss, or modification.

6.0 CONFIDENTIALITY

- 6.1 Each Party may use the Confidential Information of the other Party only in the performance of this Agreement, and for no other purpose. Each Party may disclose Confidential Information of the other Party (the "Disclosing Party") to its affiliates, and to its and its affiliates' directors, officers, employees, technical personnel, advisors, consultants, service providers, agents, attorneys, reinsurers, and accountants (collectively, "Representatives") as necessary to carry out this Agreement. Each Party agrees that it will disclose such information only to those of its Representatives with a need to know such information for the purposes described herein and each Party agrees to inform its Representatives of the confidential nature of the Confidential Information, to cause such Representatives to observe the terms of this Agreement, and to be responsible for breach of the obligations by such Representatives. For the avoidance of doubt, Representatives of each Party who do not receive or have access to any Confidential Information hereunder will not be bound by or subject to the terms of this Agreement. In addition, neither Party hereto will send nor make available any Confidential Information to a third party not described under this Agreement without first obtaining prior written approval from the other Party.
- 6.2 Any Party that is legally requested or required to disclose any of the Confidential Information of the Disclosing Party, whether in connection with a judicial, administrative or regulatory proceeding in which it or a partner, officer, director, employee or affiliate is

involved or as requested or required by regulatory authority or otherwise by law, will provide the Disclosing Party with prompt notice prior to disclosing any Confidential Information, unless such notice is prohibited by law or the rules governing the process requiring such disclosure and prior notice will be required only if reasonably practicable, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the other Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is advised by legal counsel is legally required to be disclosed and will exercise its commercially reasonable efforts to obtain reliable assurance, at the other Party's expense, that confidential treatment will be accorded the Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary in this Agreement, in no event shall this Agreement require receiving party to act in contravention of any legal process, regulatory proceeding or from complying with any law or regulation.

- 6.3 Upon termination of this Agreement for any reason, DataFix and Client will each, at its option, promptly destroy or return to the other, upon any written request, any and all Confidential Information relating to the other Party in their possession, or in the possession of any of their affiliates, including any copies, reproductions, summaries, analyses or extracts thereof, whether in written or electronic media; provided, however, that neither Party shall be obligated to return or destroy any such information that may be contained in its electronic back-up systems, and each Party may retain copies of the other's Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its corporate record retention practices, for legal or regulatory purposes. An officer of the receiving party destroying or returning such Confidential Information shall certify to the Disclosing Party that such return or destruction has taken place, and that all Confidential Information disclosed by Disclosing Party has been so destroyed or returned. Notwithstanding anything in this Section 6.3, certain incidental Confidential Information or information derivative of it that is generated by the DataFix system in the course of performing the Services and that is too embedded within DataFix's data files to be readily extracted under this Section may be retained indefinitely by DataFix provided that DataFix uses that information solely for the internal purpose of operating its systems and generating data analytics for internal use, and provided that DataFix continues to treat such Confidential Information in accordance with the confidentiality provisions of this Agreement.
- 6.4 Subject only to the express provisions of this Agreement, as between the Parties each Party is and will be the exclusive owner of all Confidential Information of said Party and all Intellectual Property Rights therein. Client agrees that as between the Parties, DataFix owns all Intellectual Property Rights that form part of the Services including, without limitation, VoterView and any DataFix branding used in relation thereto. DataFix agrees that as between the Parties, Client owns all Intellectual Property Rights that form part of a Client Data. This Agreement is not a contract of work for hire for the development of

intellectual property, and any updates, modifications, upgrades, or revisions that DataFix makes to the Service, VoterView or any of its technology or other information systems shall, as between the Parties, be the property of DataFix.

- 6.5 The confidentiality obligations set out in this Section 6.0 are in addition to DataFix's obligation to comply with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c. M.56, all other applicable privacy and personal information laws and any other security and privacy obligations set out in this Agreement.
- 6.6 DataFix will not use or reproduce Confidential Information from Client other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the Client given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Client Confidential Information to any person, except to only those of its own employees who have a need to know such information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 6.7 This Section 6.0 shall survive the expiration or earlier termination of this Agreement.

7.0 HOSTING

- 7.1 DataFix uses a hybrid solution for the hosting of the Application that consists of a mix of DataFix colocation hosting environments and Azure cloud-based hosting services. All datacenters are located within Canada and at no time will any Data be stored outside of Canada.
- 7.2 All data that flows in and out of the hosting locations and all data at rest is strongly encrypted and otherwise protected against access by, or disclosure to, any non-authorized party.
- 7.3 A disaster recovery (DR) site containing a regularly updated copy of the Data will be maintained by DataFix. The DR site can be quickly activated and is fully capable of scaling to meet high demand. Data backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Data backups will be performed by DataFix no less frequently than every sixty (60) minutes.
- 7.4 DataFix will ensure that the data center and servers containing the Data meets the following physical and electronic security requirements:
- a) single point of entry;

- b) main access monitored with additional access for emergency purposes only;
- c) access validation with identity check;
- d) access only to persons on DataFix approved access list;
- e) log-in validation;
- f) creation of accounts only as verified by DataFix;
- g) access to servers via encrypted means; and
- h) servers running behind secure firewalls.

8.0 WARRANTIES

8.1 DataFix represents and warrants the following which shall remain true and accurate until the expiration or effective termination of this Agreement:

- a) DataFix shall take all reasonable steps to ensure all computer and telecommunications hardware and software are operational 24 hours a day, 7 days a week;
- b) DataFix has full right, power, and authority to enter into this Agreement and to perform its obligations under it;
- c) DataFix is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;
- d) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
- e) DataFix has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
- f) DataFix is not a party to, or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default.

8.2 Each Party additionally warrants to the other Party that it will comply with all applicable laws and regulations, including those related to privacy, that may apply to the activities contemplated herein or in association herewith.

8.3 EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED

REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.0 OWNERSHIP OF INFORMATION

- 9.1 As between the parties, DataFix will, and does retain all rights, titles, and interests (including, without limitation, all Intellectual Property Rights) associated with its products and services, specifically including VoterView and any modifications and derivatives to it.
- 9.2 The Client Retains Control over the Data: The Client is only transferring physical custody of the Data to DataFix, not control of that information, and the authority over the use, disclosure, access, destruction, and integrity of the Data remains with the Client.
- 9.3 While this Agreement is in effect, and at all times thereafter, DataFix and any officers, employees, or agents of DataFix shall not use, publish, or disclose any information, data, research, documents, photographs, or materials discovered or produced by DataFix in the performance of this Agreement without first obtaining written permission from the Client.
- 9.4 Any materials, and supplies provided by the Client to DataFix for use in the performance of this Agreement shall remain the property of the Client and shall be returned to the Client upon request.

10.0 TRAINING AND SUPPORT

- 10.1 Training: DataFix shall provide the following to the Client as part of the Contract Price set out in this Agreement:
- a) a training environment;
 - b) training on all the Application functions and features through the on-line Webinar facilities;
 - c) on-line help facilities;
 - d) user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library);
 - e) webinars;
 - f) web collaboration for screen interaction and telephone for voice communication;
 - g) online and video-based demo;
 - h) training and support from time to time during the term of this Agreement (i.e., be available to answer questions via email and telephone; and
 - i) GoToMeetings as needed

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- 10.2 Customized Onsite Training: DataFix can provide customized on-site training at a rate of \$2,000.00 per day plus applicable taxes.
- 10.3 Support: As part of the Contract Price in this Agreement, DataFix shall provide the following support services to the Client, where issues can be resolved usually within 24 hours.
- a) E-Mail Support shall comprise of e-mail access and response:
E-Mail link to DataFix support team at support@voterview.ca
 - b) Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 ext. 249.
 - c) DataFix's normal business hours are from 8:00 AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.
 - d) During the critical election period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail, or email.
 - e) DataFix will provide advice and support prior to the advance voting period, with the guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

11.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

- 11.1 The Client acknowledges that DataFix may have other services available for use by the Client that are not set out in this Agreement and are not included in the Contract Price. These additional services are listed in Schedule "A" attached to this Agreement. The parties agree that the request, provision, and responsibility for payment of any such additional services that may be delivered by DataFix to the Client shall be authorized only by way of submitting a written Change Order Request. A sample is attached to this Agreement as Schedule "B".
- 11.2 No oral agreements between persons will be binding on either DataFix or the Client unless and until a Change Order Request has been approved, and until such approval has been received, each Party will continue to perform its obligations under the Agreement as if the change had never been proposed.
- 11.3 Upon receipt of the fully executed Change Order Request, DataFix will be authorized to commence the Change.

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- 11.4 Despite any other provision in this Agreement, Change Order Requests signed by both parties shall be deemed to be duly authorized amendments to the Agreement.

12.0 TERM OF AGREEMENT

- 12.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2022.
- 12.2 Subsequent Agreement/Early Renewal Option. Notwithstanding Section 12.1, in the first quarter of 2023, DataFix, will provide the Client the option to enter into a new Agreement which will provide continuity of services between this agreement and a new agreement. The Client will continue to have full access to VoterView until such time when the early renewal option offer is declined. At such time, all the data in VoterView will be permanently deleted.

13.0 DATA DESTRUCTION

- 13.1 Until such time as the Client makes a request in writing to DataFix to delete and destroy the Data, DataFix will continue to store the Client's Data.
- 13.2 At the Client's request to delete and destroy all the Data, DataFix will permanently and securely delete and destroy the Data and all associated records in its possession.
- 13.3 This deletion will be performed in a manner that is appropriate for the types of media involved so that the Data or any portion of it cannot be retrieved, accessed, or used by DataFix for any other purpose. After complying with this provision, DataFix shall deliver to the Client a declaration in writing confirming the deletion and destruction of the Data and all associated records.

14.0 FEE AND PAYMENT TERMS

- 14.1 In consideration for the Services and other obligation to be performed by DataFix under this Agreement, the Client will pay DataFix a fee of **\$6,650**, plus applicable taxes (collectively, the "Contract Price").

The Parties acknowledge and agree that the Contract Price is the payment required to be made by the Client to DataFix for the purchase of its authorization for the use of VoterView and of the Services as set out in this Agreement, subject always to additional services which may be required pursuant to Section 11.0.

14.2 The Contract Price includes the following:

- a) VoterView List Management **\$5,900**
- b) Activation setup fee **\$750**

Additionally, the Client agrees to pay DataFix any additional fees for additional services obtained through the Change Order Request process described in Section 11.0.

14.3 The Client agrees to pay DataFix all fees due and payable to DataFix, including the Contract Price described in Section 14.0, at the times and in the manner as further detailed in this Section 14.0.

- a) Where fees are quoted net of tax, any taxes applicable to the provision of such Services shall be added and the Client agrees to pay all sums when due and payable, including applicable taxes.
- b) The Contract Price due and payable to DataFix pursuant to section 14.1 follows, and DataFix will send an invoice to the Client per the payment schedule below:
- c) Payment 1 **\$3,700** plus applicable tax within 20 days of receipt of a signed Agreement
- d) Payment 2 all of the remaining balance of the **\$2,950** plus applicable tax in May 2022

14.4 NO LATE PAYMENT

- a) Payment term is net 30 days from date of DataFix invoice. Late payment is a default by the Client under this Agreement.
- b) Any fee or portion thereof not paid on the date on which it is payable shall bear interest after the due date at the interest rate of 1.5%, calculated and payable monthly, not in advance, both before and after default, with interest on overdue interest at the aforesaid rate.

15.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 15.1 DataFix hereby agrees to indemnify and save harmless the Client, its agents, contractors, and employees from and against any losses, liabilities and expense reasonably incurred by the Client that arise out of a breach by DataFix of this Agreement (including, without limitation, a breach of any of the confidentiality, security, and privacy provisions of this Agreement) by DataFix, or its employees, contractors, or agents.

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- 15.2 Except for Section 5 (data breach) and Section 6 (confidentiality), in all other instances, neither party shall be liable for any loss of profits, loss of business, or any other indirect, incidental, punitive, special, or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in the contract, negligence, or other tort, even if the parties or their representatives have been advised of the possibility of such damages.
- 15.3 This Section 15.0 will survive the expiration or termination of this Agreement.

16.0 TERMINATION

- 16.1 The Client may terminate this Agreement, without penalty but upon written notice to DataFix, where the Provincial Government changes the Client's governance structure such that the Client will not be conducting its municipal election. For greater clarity, the annual fee paid to DataFix in the year of termination is non-refundable, for any reason.
- 16.3 The Client may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the Client. DataFix may terminate this Agreement if Client is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by DataFix.
- 16.4 The Client may terminate this Agreement immediately if DataFix:
- a) ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;
 - b) makes or purports to make a general assignment for the benefit of creditors;
 - c) shall institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy or should any proceeding under any such statute or otherwise be instituted against DataFix.
- 16.5 This Agreement may be terminated where the Parties have mutually agreed to terminate this Agreement, in writing signed by both Parties.

17.0 GENERAL

- 17.1 Governing Law. The Parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein. Each Party represents and warrants to the other Party that, as of the Effective Date, it has full power and authority to enter into and provide the Services set out in this Agreement.

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- 17.2 Independent Contractors. The Parties will perform their obligations under this Agreement as independent contractors. Nothing herein will be construed to place DataFix or Client in a relationship of fiduciaries, principal and agent, partners, or joint venturers, and neither Client nor DataFix will have the power to obligate or bind the other in any manner whatsoever.
- 17.3 Excusable Delay. A delay in the performance by a Party of any obligation under this Agreement that is caused by an event that is: (i) beyond the reasonable control of the Party, (ii) could not reasonably have been foreseen by the Party, (iii) could not reasonably have been prevented by means reasonably available to the Party, and (iv) occurred without the fault or neglect of the Party, will be considered an “Excusable Delay” if the delaying Party advises the other Party of the occurrence of the delay or of the likelihood of the delay as soon as the delaying Party becomes aware of it. The delaying Party must also advise the other Party, within 5 days, of all the circumstances relating to the delay and provide to the other Party for approval a clear work around plan explaining in detail the steps that the delaying Party proposes to take in order to minimize the impact of the event causing the delay. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for 10 days or more, the other Party may, by giving notice in writing to the delaying Party, terminate this Agreement. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay.
- 17.4 No Third-party Beneficiaries. The Parties are the only Parties to this Agreement and no other person has any rights or obligations under it.
- 17.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace the original provision with a valid and enforceable provision that will achieve, to the extent possible, the same purposes of the original provision. The balance of this Agreement shall be enforceable in accordance with its terms.
- 17.6 Remedies Cumulative. Unless otherwise expressly stated herein, the rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.
- 17.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the Parties with respect thereto, whether

written or oral, and whether made prior to or during the Term. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties other than as expressly set out in this Agreement.

- 17.8 Consent to Injunctive Relief. Each Party acknowledges that its failure to comply with the provisions of this Agreement relating to Confidential Information, intellectual property and non-solicitation may cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of such provisions. Nothing in this Section will be construed to limit the right of a Party to obtain injunctive relief in any other circumstance in which it may be otherwise entitled to such relief.
- 17.9 Time for Performance. When a Party has a right to performance by the other Party or right to terminate this Agreement as of a particular date, that right may be enforced or exercised notwithstanding any principles of equity, and the Party will be entitled to that performance or to terminate this Agreement on or after such date.

[the remainder of this page left intentionally blank; the next page is the Signature Page]

17.10 Currency. Except where otherwise expressly provided, all references to currency herein are to the lawful money of Canada.

17.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

COMPRINT SYSTEMS INCORPORATED (doing business as DataFix):

By: _____
Signature

Hortense L. Harvey
Print Name

National Director, Client Services
Print Title

TOWN OF FORT FRANCES:

By: _____
Signature

Gabrielle Lecuyer, AOMC
Print Name

Municipal Clerk
Print Title

SCHEDULE A - PROFESSIONAL SERVICES

While most of our clients use the out of the box solution, at times, customization may be required to support specific operational and business processes that are unique to the client.

Any customization or additional Services will require a Change Order Request, as described in section 11 of this Agreement. These additional Services may be subject to additional fees.

These Services include, but are not limited to:

1. Customized onsite training
2. Customizations to any application including but not limited to: VoterView, additional Event Based Functionality: Election Worker Management/Worker Portal; Voting Place Management; Candidate Access Portal; Online Voter Services (OVS); Online Voter Registration
3. Custom data file preparation and processing
4. Custom print files/extracts: creating of custom print files or extract to be used by a third party
5. Bulk data processing/updates
6. Request to load additional data sources to VoterView (data not issued by the provincial authority)
7. Client's Alterations to Election Related Print Products: Alterations are defined as deletions, additions, or other revisions made by the Client to the content/structure of the document, resulting in the preparation of new proofs (*usually after final proof delivery*)
8. Setting up and support of mock elections
9. Mock Unofficial Election Results
10. Custom forms: creating a client specific version of any forms issued by the Ministry of Municipal Affairs, such as EL15, EL37, EL50, etcetera.
11. Significant changes to Voter Card or Voter Letter templates (when printed from VoterView)
12. OVS iFrame Modifications
13. New or modified API calls (OVS)
14. Dashboard Simulations
15. eVoting custom support through third party service providers

SCHEDULE B – CHANGE ORDER REQUEST FORM

CHANGE REQUEST IDENTIFICATION:

MUNICIPALITY NAME:

AND



Requestor Information

Requestor Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date of Request: _____

Change Information

Priority Level (circle one): Low Moderate High

Desired Implementation Date: _____

Description of Change: <i>Provide a brief overview of the change (requestor)</i>	
Reason(s) for Change Requested: <i>State why this change is required</i> <i>What will be the impact if the change is not implemented? (requestor)</i>	
Please do not use the space below.	
Time Required to implement the Change:	
Cost of the Change:	
Impact on Schedule and Staffing: <i>Identify any impacts on various aspects of the project (i.e.: Schedule; Scope; Cost; Quality)</i>	
Assessment/Comments:	
Recommendations	
<input type="checkbox"/> Approved as Requested	<input type="checkbox"/> Approved with Changes <input type="checkbox"/> Rejected
Name and Title	Signature
Name and Title	Signature
Date:	Date:

Schedule C - SERVICE LEVEL AGREEMENT

- a) The Application will always be normally available except when essential maintenance is required;
- b) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;
- c) The availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment;
- d) Failures at the firewall or web server level will initiate automatic fail-overs within no more than ten seconds. If a switch is required to the fully functional backup site location the system will be available to all users within five minutes of the original interruption;
- c) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;
- d) DataFix will notify the Client forthwith of any server/application downtime. A live availability status page for VoterView is available at <http://status.voterview.ca>

I. DEFINITIONS

Business Days – Monday through Friday, excluding holidays observed by DataFix.

Business Hours – Business Days from 9 am to 5 pm local time.

Emergency Maintenance –Urgent patches or fixes that DataFix needs to apply to, or other urgent maintenance activities that DataFix needs to undertake for, the Services that affects Services availability during Business Hours.

Exclusion –Services unavailability due to: (i) circumstances beyond DataFix's reasonable control, including, without limitation, acts of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving DataFix employees), or any other force majeure event or factors; (ii) any problems caused by systems, hardware or software not provided by DataFix; (iii) interruptions or delays in Services availability resulting from telecommunications or Internet service provider failures outside of DataFix's reasonable control; (iv) access problems resulting from SUBSCRIBER's use of internal, third party or non-DataFix-provided Authorized User authentication mechanisms; (v) any interruption or unavailability resulting from SUBSCRIBER's use of the Services in an unauthorized

or unlawful manner; (vi) any problems resulting from SUBSCRIBER's acts, errors or omissions; and/or (vii) any modifications to the Services made by any party other than DataFix.

Scheduled Maintenance –The provision of Services updates, upgrades, or other modifications.

Schedules Maintenance Window –The window during which Scheduled Maintenance may occur. Such window is anytime outside of Business Hours

II. SYSTEM REQUIREMENTS

The VoterView Application can run on any device that supports the following browsers. DataFix assumes that all necessary software and firmware updates are applied to support the below table. If a vendor ceases development and update support for the software/firmware listed in the table below, DataFix may either cease to support it as well.

Browser	Browser Version(s)
Google Chrome™	Most recent fully released version
Mozilla Firefox™	Most recent fully released version
Microsoft Internet Explorer™	Not supported
Microsoft Edge™	Most recent fully released version
Apple Safari™	Most recent fully released version

III. SUPPORT SERVICES

Email

E-Mails sent to the support email address support@voterview.ca will automatically create new support issues in the DataFix tracking system (which is based on JIRA from Atlassian Software Systems). New support issues are placed in the queue and all support personnel are notified.

Telephone

The support team can also be reached via the elections support line. Live support is provided during business hours. In the event all support personnel are occupied, messages can be left, and those messages will automatically trigger a new support issue in the JIRA tracking system. All DataFix support personnel receive notifications as soon as new support requests are received by JIRA, where the assignment of the request is performed.

After Hours Support

Issues during non-Business Hours will be routed and responded to immediately upon the next business day by the DataFix ticket owner.

Pager Duty

The service is used to provide 24-hour support coverage during critical election periods, but the information shared with PagerDuty is limited to phone numbers for DataFix operations personnel and the contents of the alert message. At no point do those alert messages include any sensitive customer or voters' list information

IV. SERVICE LEVEL AGREEMENT

1. Services Availability

DataFix will use commercially reasonable efforts to provide the Minimum Services Availability for the Services. Notwithstanding the foregoing or anything else to the contrary in this Agreement, the Services will not be deemed to be unavailable due to any Exclusion.

2 Maintenance

DataFix will:

- a. perform all Scheduled Maintenance during the Scheduled Maintenance Window.
- b. notify Client at least twenty-four (24) hours prior to any Scheduled Maintenance that may affect Services availability during the Scheduled Maintenance Window.
- c. use commercially reasonable efforts to notify Client as early as possible prior to any Emergency Maintenance, but in any case, at least within one (1) hour after such Emergency Maintenance has begun.

DOUGLAS W. JUDSON
COUNCILLOR, TOWN OF FORT FRANCES

PO Box 105, Fort Frances, ON P9A 3M5
Phone: 807.861.3684 | Fax: 807.789.1661
djudson@fortfrances.ca | www.douglasjudson.ca

Memorandum

To: Mayor and Council
C: Municipal Clerk;
Chief Administrative Officer
From: Councillor Douglas W. Judson
Date: March 14, 2022
Re: **Removing Barriers to Participation on Council**

1. Overview

This memorandum is intended to frame a discussion on basic measures that can be adopted in advance of the 2022 municipal election in order to remove barriers to seeking municipal office or holding office once elected, with a goal of improving the diversity of candidates for Council and Council itself. I outline some further proposals which, it is hoped, can be considered more fully as part of the anticipated governance review.

Fort Frances is at a turning point – socially, economically, and demographically. Taking swift action – today – to ensure that our Council has more opportunities to reflect the community it represents is essential to improving citizen engagement and taxpayer satisfaction with the work of the municipality.

This memorandum proposes some straight-forward by-law amendments that could be enacted quickly to send a clear message to the community that municipal participation is open to citizens at all ages, all family types, and all identities.

While it is anticipated that some of this discussion will continue as part of the governance review in the year ahead, these initiatives are not mutually exclusive, nor do they operate at cross-purposes. Fort Frances cannot wait another election cycle before it starts to take seriously the need for systemic reforms and the removal of barriers at the Council table.

I have asked the Clerk to recommend that this request be referred to the Administration & Finance Executive Committee for consideration and to generate a recommendation to Council.

2. Profile of Our Community versus Our Council

During my remarks at the Committee of the Whole on February 14, 2022, I discussed the need to remove barriers to participation in Council. In my remarks, I highlighted the following demographic figures from Statistics Canada:

- While our community is evenly split between men and women, only 2 Council seats are held by women;
- While roughly three-quarters of our community is under the age of 60, 71% of Council is age 60 plus;

- 25% of our community is Indigenous, compared to 0% of our Council;
- People not in the workforce hold 86% of the seats on Council; and
- 34% of the households in our community have children in them, but none of the people around the Council table live in those homes.

It is obvious that there is a problem engaging younger people and working people to participate in Council. Speaking personally, the only reason I can participate is because I am self-employed and have broader control over my own schedule. Even with that control, it is an ongoing challenge to make time during the business day. It comes at significant cost.

In speaking with parents in younger families, youths, Indigenous citizens, and others in the community, some of their primary needs revolve around scheduling, technology, and time commitment. These are barriers to their participation and disincentivize them from running for office or from being able to encourage someone they know to run. The citizens I have spoken to also express some frustration that their perspective is not seriously considered nor understood by Council – both the current and most immediate terms of Council. There is a feeling that this reflects the lack of diversity around the table.

3. The Literature

These challenges are not unique to Fort Frances. The literature reflects a “diversity crisis” in municipal politics.¹ Most Councils – even in larger centres with more diverse populations – lack proportionate representation of racialized minorities, women, Indigenous people, those living in poverty, those under the age of 40, and members of the LGBTQ2 community.²

Fort Frances’ Council sits among a group of municipalities of a challenging size, where the time commitment is more serious than in smaller centres, but not enough to justify a full-time or even half-time salary. As a result, Councils – especially in smaller communities – have tended to attract a retired, self-employed, financially-stable demographic”.³ Incumbents are frequently re-elected, and renewal is slow.

At the same time, it is firmly established in the governance literature that more diverse decision-making bodies make better decisions. As one author put it, in the corporate board context:

There are several reasons that companies with more diverse boards perform better. One is that they often more accurately mirror customer and client bases. Having a diverse board can improve your understanding of purchasing and usage decisions, particularly as studies have found that women often drive 70-80% of purchasing decisions, and help you better understand your customers. Without women on your board, you are missing a valuable

¹ Kirk Winter, “The diversity crisis in municipal politics”, Lindsay Advocate (October 13, 2021), available at <https://lindsayadvocate.ca/the-diversity-crisis-in-municipal-politics/>.

² Erin Tolley, “Lack of council diversity puts municipalities at risk”, *Policy Options* (October 30, 2018), available at <https://policyoptions.irpp.org/magazines/october-2018/lack-of-council-diversity-puts-municipalities-at-risk/>.

³ Winter, *supra*.

opportunity to bring in voices that represent this broad swath of potential and actual customers and clients.⁴

By analogy, a more demographically representative Council and governance structure in the municipality can be of assistance in ensuring municipal services, politics, and decisions are responsive to the perspective and needs of a wider array of citizens. It also helps Council stay connected to more pockets of the community, through the organic relationships that people at different ages and stages of life, different family types, and different identities maintain.

Some sources indicate that both social (e.g., gender, race/ethnicity, and age) and professional diversity are important for achieving these benefits.⁵ This is something Council itself has tried to recognize (with some continuing resistance), in requiring a skills-based succession plan for the board of the Fort Frances Power Corporation. While we do not have the same leverage with a politically elected “board”, we can set the stage for a broader cross-section of our community to see themselves at the Council table.

Finally, speaking with some members of staff, and from my own experience in other organizations, I am aware that some funders and granting organizations are now asking questions about the diversity and representativeness of the governing body of the applicant organization. In our case, that governing body is Council and its subordinate committees. While we cannot preordain the results of an election, we can set the stage for more robust and equitable participation.

4. Recommendation

In my discussions, the primary barriers to diversifying participation in our Council are as follows:

- The limited scope of electronic/remote participation in Council business;
- The scheduling of meeting during the business day; and
- The lack of lower time-commitment opportunities to “learn the ropes”.

Some of these may be more fully addressed through a broader governance review over the year ahead. But others can – and should – be prioritized, without prejudicing that process. Addressing these priority items in advance of nominations so that Council can send a clear message to the community that we want a wide range of candidates to run for office.

A. Priority Recommendations for Discussion

The reforms I propose to prioritize would require simple amendments to the Procedural By-Law (46/20) and/or the Boards and Committees By-Law (53/16), as applicable, which would have the following effect:

- Requiring that all regular and special meetings of Council or Committee of the Whole take place after 5:30 PM unless the meeting is for an emergency purpose;

⁴ Mary Goudie, “Success and Society: Why diverse boards make better decisions”, *OECD, The Forum Network* (March 7, 2018), available online at <https://www.oecd-forum.org/posts/31011-success-and-society-why-diverse-boards-make-better-decisions>.

⁵ Stephanie J. Creary et al, “When and Why Diversity Improves Your Board’s Performance”, *Harvard Business Review* (March 27, 2019), available at <https://hbr.org/2019/03/when-and-why-diversity-improves-your-boards-performance>.

- Codifying that following a municipal election, the initial meetings of executive committees shall be scheduled for 7:30 AM or 5:30 PM, with an initial item of business at the first meeting being to determine the regular meeting time of the committee, which shall require a unanimous resolution of the committee, failing which the committee shall continue to meet at the 7:30 AM or 5:30 PM time identified; and
- Requiring that electronic meeting participation be made permanent for all executive committee, Committee of the Whole, and Council meetings, and that, where permitted by law, electronic participants shall count towards quorum in the meeting.

B. Medium-Term Recommendations for Discussion

Medium-term reforms, which I would recommend be forwarded to any forthcoming governance review for consideration, would include the following proposals to reduce the time commitment required by elected members, broaden participation in the decision-making and policy-making role of Council, and facilitate mentorship among aspiring Council members and younger generations in the community:

- The executive committees should be consolidated in number from 5 to 3 committees, with an appropriate division of responsibilities. This will reduce the time commitment of members of Council (some members are now on 3 committees, and the head of Council attends all of them). A number of our committees have routinely been cancelled or have meetings that are very short. Consolidation will also reduce the administrative burden on staff, who are now tasked with tracking 5 agendas.
- Two community representatives should be appointed by Council to each executive committee as voting members. These members should be selected by Council at the start of the term, after a public call for applications. The objective of this should be explicitly stated in the by-law as being to improve the professional and social diversity of Council's decision-making process and to provide exposure to the work of Council to members of the community who are interested in pursuing elected leadership roles in the future. These representatives should be paid a small annual stipend or honorarium for their contributions, in order to facilitate participation by working-age people and those who are low-income.
- Alongside the above changes, in-camera matters should be limited to consideration at meetings of Council or Committee of the Whole, in order to address uncertainty about the entitlement of non-members of Council to participate in these discussions and to maintain confidentiality and efficiencies (i.e., because in-camera committee recommendations cannot be endorsed on the consent agenda).

END OF DOCUMENT



February 25, 2022

The Honourable David Piccini, Minister
Ministry of Environment Conservation and Parks
College Park 5th Floor, 777 Bay St.
Toronto, ON M7A 2J3

Re: Municipal Accommodation Tax and Crown Campgrounds

On January 1st, 2022, the Town of South Bruce Peninsula implemented a Municipal Accommodation Tax (MAT). The tax equates to a 4% fee Levied on short term accommodations including, hotels, motels, rooming houses, bed & breakfast, cottage rentals and campgrounds, for all bookings of 30 days or less.

The Town of South Bruce Peninsula is the first jurisdiction in Ontario to levy the MAT on campgrounds. There are approximately 14 campgrounds within the Town of South Bruce Peninsula. Of those, one is a municipally owned campground, and one is a provincially owned campground, known as the Sauble Falls Provincial Park.

The Town recently amended the MAT program to confirm that our Town owned campground will contribute to MAT in the same manner as all of our privately owned campgrounds.

The Municipal Act states that “the Crown, any agency of the Crown in right of Ontario or any authority.....” Is exempt from MAT. As such, the Sable Falls Provincial Park is not participating in the MAT program.

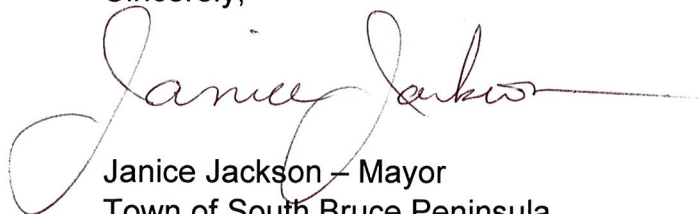
Several campground owners within the Town recently attended a Council meeting and stated their concerns and objections pertaining to the MAT exemption for the Sauble Falls Provincial Park. Town Council and private campground owners believe that this exemption creates an unfair competitive advantage for the provincially operated campground.

Council fully supports the position of our local campground owners and has passed the following resolution

“And further that the Town sends a letter to the Ministry of Environment Conservation and Parks as well as to MPP Bill Walker requesting the removal of the Municipal Accommodation Tax exemption for all Crown owned campgrounds and that this letter is sent to all Ontario municipalities to seek their support”

By way of this letter, we are asking the province to remove exemptions listed within section 400.1 (1) of the Municipal Act pertaining to Crown owned facilities, specifically campgrounds.

Sincerely,

A handwritten signature in dark ink, appearing to read "Janice Jackson", with a long horizontal flourish extending to the right.

Janice Jackson – Mayor
Town of South Bruce Peninsula
Janice.jackson@southbrucepeninsula.com
519-534-1400 ext. 200

cc. MPP Bill Walker

Impact of COVID-19 on Public Health Services

November 19, 2021



**Northwestern
Health Unit**

www.nwhu.on.ca

CONTEXT

Since March 2020, the COVID-19 pandemic has required a significant amount of Northwestern Health Unit (NWHU) resources. To effectively meet this need, NWHU has redeployed almost 100% of staff, at various points, to COVID-19 activities. In Fall 2021, mass immunization clinics relaunched late October continuing to at least March 2022 and require an “all hands-on deck” approach. Simultaneously although our case numbers have generally decreased over time, cases are increasing in complexity and require more staff resources to effectively conduct case management and contact tracing.

NWHU’s COVID-19 response activities combined with pandemic restrictions, have resulted in many public health programs functioning at reduced capacity or halted altogether. This has been seen across the province and is consistent with Ontario’s Ministry of Health’s expectations as well as NWHU’s Business Continuity Plan and Emergency Response Plan. This report provides an overview of the public health activities that have been curtailed or halted during the pandemic, the resources required to catch up these critical services, and the impact of reduced services.

BACKLOGGED SERVICES

For this report a “backlogged” service has a specific time-sensitive lifecycle. When these services do not function at full capacity there is a backlog of clients who must be seen, in addition to new clients that also require services. An example is vaccinations for children between 0-2 years, as a three-year-old child who has not received their 0-2 vaccinations still needs their immunizations. NWHU’s backlogged services are detailed in Appendix 1.

Generally, reducing public health services results in worsened health of our population and communities, for example increases in the instances of infectious diseases may be seen in short term. The immediate need is to address the backlog of services and address the impacts of service interruption over time. Addressing this backlog is part of NWHU’s overall COVID-19 recovery strategy. We anticipate, given the amount of COVID-19 work that is still ongoing, we will begin addressing the backlog in mid-2022 and have all backlogs cleared by March 31, 2024.

REDUCED SERVICES

“Reduced” services are services that were not functioning at full capacity to accommodate the activities associated with pandemic response. These services may have been completely paused, but do not have a lifecycle that is seen with backlogged services. They need to be restarted and may have ongoing work that requires catch-up due to the pause or reduction in work completed. Due to the staffing and human resource requirements to provide an effective COVID-19 response, most of NWHU’s services have been significantly reduced during this time. An example of a reduced service is a premise that did not receive a routine health inspection. Reduced services are detailed in Appendix 2.

As a result of the work required to effectively respond to COVID-19, we are protecting the health of our communities in the short term but failing to build population resiliency against longer term poorer health outcomes. We are currently seeing the impact in our communities of the public health services that were reduced combined with the necessary public health measures

that were implemented. These impacts are being seen province-wide and include: worsened mental health outcomes (specifically in children and youth); increased substance use (also seen in youth); and widening of existing systemic gaps with the greatest burden of hospitalization and illness seen in marginalized communities (alPHa, 2020). In fact, Sick Kids and the University of Toronto reported that 70% of children have experienced worse mental health during the pandemic (Crosbie, 2021).



Sick Kids and the University of Toronto reported that 70% of children have experienced worse mental health during the pandemic.

Locally, we have data that shows the increased severity of the opioid crisis and death, with opioid overdose ER visits increasing from 67.1 per 100,000 in 2019 to 146.3 per 100,000 in 2020 (MOHLTC, 2021) and opioid deaths increasing from 11.0 per 100,000 in 2019 to 20.7 per 100,000 in 2020 (PHO, 2021). We have also seen an increase in screen time and decrease in physical activity in youth, with the percentage of high school students meeting physical activity guidelines dropping from 71% in 2018-2019 to 58% in 2020-2021 (NWHU, 2021). These impacts can be quantified right now but many impacts from reduced public health services will not be seen for many years as these services are designed as early interventions to maximize the impact they deliver on the life course. For example, since health promotion services achieve their outcomes over longer periods of time and can target chronic disease, which take years to emerge, we expect the impact of curtailing these services and the toll of the pandemic to be visible for years to come.

MOVING FORWARD

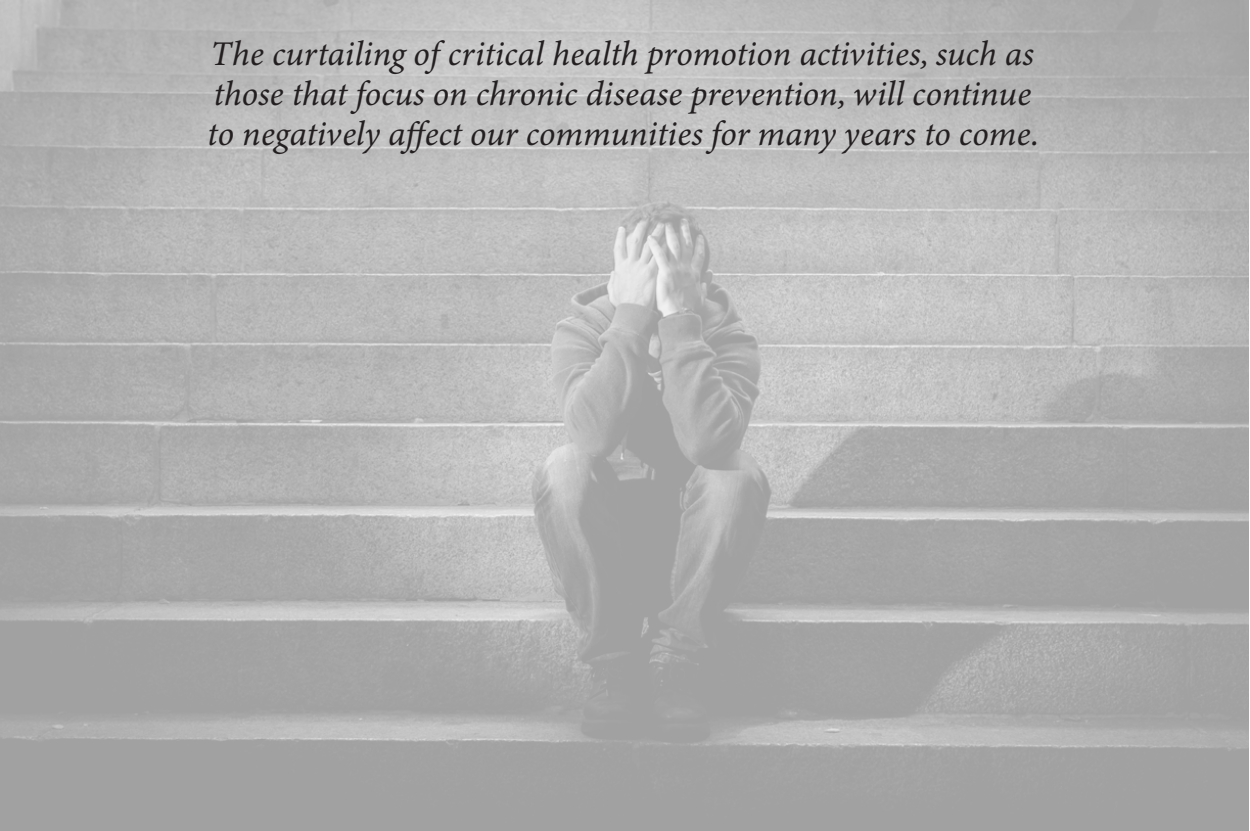
The scope of public health is extremely diverse and expands beyond health protection services like vaccination. As we look to COVID-19 becoming endemic, we also must consider how to catch up on critical public health services that were reduced or paused during the pandemic. These services are vital for the population's health both now, to deal with crises that have been exacerbated by the pandemic such as deteriorating mental health and increased substance use, but also in the future. The curtailing of critical health promotion activities, such as those that focus on chronic disease prevention, will continue to negatively affect our communities for many years to come.

Although there are several barriers and challenges to addressing the backlog and reduction of public health services, the primary barrier is human resources. Recruitment and retention of staff working in public health has always been difficult in northern Ontario, however it has become more challenging during the pandemic. Since existing staff have been, and continued to be, redeployed to COVID-19 work; service backlogs and reductions will continue unless more staff are onboarded and trained. To date, NWHU has not used extraordinary costs and one-time funding to the same extent as other public health units in Ontario to secure additional staff.

Sustained multi-year funding over a minimum of two years (to March 2024) to successfully recruit, train, and retain staff is necessary to catch up and reinstate all public health services while accommodating for any unknowns, as there is an indication that other health challenges, like mental health and addictions, could present quickly during this time and require additional resources to address. Recovery from COVID-19, clearing backlogs, reinstating services, and ensuring a strong public health system to serve the residents of northwestern Ontario requires additional FTE, including HR and management capacity.

Public health requires ongoing support to meet the demands of COVID-19 and provide critical services that have been impacted during the pandemic. Both activities are necessary to ensure a healthy community right now and in the long term. To meet these needs NWHU will prioritize all backlogged or reduced services based on risk and requires:

- Ongoing collaboration and support from community partners;
- Ongoing and maintained provincial support for coordinated pandemic response;
- Ongoing COVID-19 one-time funding support to maintain response activities;
- One time recovery funding to assist in clearing backlogged services; and
- Increases to base funding; recognizing that COVID-19 may continue to be a disease of public health significance and thus become a permanent part of NWHU's workload, and that recovery and the long-term impacts of the pandemic will last many years if not decades.



The curtailing of critical health promotion activities, such as those that focus on chronic disease prevention, will continue to negatively affect our communities for many years to come.

FURTHER INFORMATION AND READING

- Kid's Mental Health and COVID-19 from Dr. Jennifer Crosbie (SickKids Research Institute and the University of Toronto): <https://www.youtube.com/watch?v=rBwzUlrCCUQ>
- COVID-19 impact on mental health from Mental Health Research Canada: <https://www.mhrc.ca/national-polling-covid>
- Opioid-related morbidity and mortality in Ontario tool from Public Health Ontario: <https://www.publichealthontario.ca/en/data-and-analysis/substance-use/interactive-opioid-tool>
- Health equity and COVID-19, alPHA statement: https://cdn.ymaws.com/www.alphaweb.org/resource/collection/822EC60D-0D03-413E-B590-AFE1AA8620A9/alPHA_Statement_COVID_Equity_250620.pdf

REFERENCES

Association of Local Public Health Agencies (alPHA). 2020. alPHA statement: health equity and COVID-19. Available from: https://cdn.ymaws.com/www.alphaweb.org/resource/collection/822EC60D-0D03-413E-B590-AFE1AA8620A9/alPHA_Statement_COVID_Equity_250620.pdf.

Crosbie J. 2021. Changing childhoods: the impact of the COVID-19 pandemic on children's mental health. SickKids Research Institute. University of Toronto.

Ministry of Health and Long-Term Care (MOHLTC). 2021. Emergency Room Visits [2019-2020]. IntelliHEALTH Ontario. Date Accessed: November 4, 2021.

Northwestern Health Unit (NWHU). 2021. Compass results, 2020-21 school year.

Public Health Ontario (PHO). 2021. Interactive Opioid Tool. Date Accessed: November 4, 2021. Available from: <https://www.publichealthontario.ca/en/data-and-analysis/substance-use/interactive-opioid-tool>.

APPENDIX 1

Backlogged services resulting from COVID-19

The following table outlines the services that are backlogged and quantifies the backlog, where possible. Backlogged services have not been listed in any particular order. We anticipate, given the amount of COVID-19 work that is still ongoing, we will begin addressing the backlog in mid-2022 and have all backlogs cleared by March 31, 2024.

Service	Backlog
Immunizations for grades 7-10 students (HPV, Meningitis, Hepatitis B), high school immunization booster doses, and immunizations for JK/SK students from 2020-2021	<ul style="list-style-type: none"> • 2,167 students in grades 7-10 (plus any students who have entered grade 7 in Sep/21). • 1,257 students in high school (plus any students who have entered high school in Sep/21). • 815 JK/SK students (plus any students who have entered JK in Sep/21). • To fully catch up on the immunization backlog, 16 immunizers will be needed until the end of 2023. We currently have 10 Public Health Nurses (PHNs), therefore an additional six 1.0 FTE PHNs are required.
Speech and language assessments and interventions for referred children prior to school entry	<ul style="list-style-type: none"> • Waitlists vary by community. We currently have 122 children waiting for service across the region. This translates to 244 initial appointments (onboarding and assessment). Treatment appointments will vary by each individual child. • To fully catch up on the backlog, which will take several months as it is estimated to be approximately 3843 hours of total clinical time needed, all Speech and Language staff to be released from COVID-19 work and fully reinstated to program activities. We are also planning to increase one 1.0 FTE for a Speech Language Pathologist.
Audiological follow-up for infant hearing services	<ul style="list-style-type: none"> • Currently 12 children on the waitlist for time sensitive services. Families waiting for services are primarily from the Far North, and have been unable or are reluctant to travel due to COVID-19. • Will require Infant Hearing staff to reach out to families again and confirm travel arrangements, will use new Infant Hearing Program Audiologist contracted through Sioux Lookout First Nations Health Authority to assist with follow up.
Small Drinking Water System inspections	<ul style="list-style-type: none"> • Inspections will be prioritized by risk. • It will take approximately until Summer 2023 to catch up.
Food safety training	<ul style="list-style-type: none"> • For individuals who need to take the course to remain current with food premise regulation.

APPENDIX 2

Reduced services resulting from COVID-19

The following table outlines the services that were reduced due to COVID-19 and outlines the catch-up required to clear the backlogs. Reductions in services have long term ramifications for public health. Reduced services have not been listed in any particular order.

Service	Catch-up required due to COVID-19
Youth access tobacco inspections and tobacco vendor inspections	<ul style="list-style-type: none"> No youth access inspections have been completed throughout the pandemic. It is expected that an increase in the number of Smoke Free Ontario Act inspections as well as length of time to complete the inspections will be required for approximately 2 years post pandemic as compliance has waned.
Routine inspections for food safety, infection control, healthy environments, and safe water	<ul style="list-style-type: none"> Minimal inspections have been completed throughout the pandemic and provincial mandates have not been met through all reporting periods, usually we conduct inspections for food premises, beaches, pools, and small drinking water systems. It is expected that an increase in the number of inspections as well as the length of time to complete the inspections will be required for approximately 2 years post pandemic as compliance has waned.
Treatment and preventative dental services with mobile dental office and community clinics	<ul style="list-style-type: none"> Minimal services were offered during the pandemic and only just recently resumed to a limited capacity, it is expected there is an increase in dental needs. Services needed for Ignace, Pickle Lake, Dryden, Sioux Lookout, Fort Frances, Rainy River, Lac Seul, Mishkeegogamang, Vermilion Bay. Enrollment and navigation for Ontario Seniors Dental Care Program
Preschool and school dental services (oral health screenings, assessments, referrals to public dental programs, and preventative services)	<ul style="list-style-type: none"> School dental services (including the fluoride varnish program, pit and fissure sealants, cleanings, brushing programs) have not been offered since March 2020. Enrollment and navigation for Healthy Smiles Ontario and Children's Oral Health Initiative It is expected there is an increase of unmet dental needs throughout the region. To fully resume services and meet needs, it will take approximately two full school years.
Healthy Babies Healthy Children (HBHC) program components including home visits to support families on the blended home visiting program	<ul style="list-style-type: none"> HBHC services have been impacted. Interactions that normally take place in the home such as screening and assessments, service planning, and home visiting for families screened with risk decreased, or were modified to be virtual, during COVID-19. Screening and assessment is best done when face to face with families. Families on the blended home visiting program benefit from bi-weekly home visits at a minimum.

Service	Catch-up required due to COVID-19
Child and reproductive health services	<ul style="list-style-type: none"> • Services and supports offered for both child and reproductive health programs have operating on very limited capacity, including: education and support to families on topics such as breastfeeding, preconception health, preparation for parenting, and healthy growth and development; collaboration with partners to plan and develop services; and referrals for families to access partner services. • Essential services continue including: virtual prenatal education, distribution of prenatal supplement and milk vouchers, and prenatal screening. • Regular services and supports are needed in all communities.
Sexual health and harm reduction clinics and outreach services	<ul style="list-style-type: none"> • Clinics and services (such as sexually transmitted infection testing and treatment, pregnancy tests and counselling, outreach to vulnerable community members, Narcan training to partners and clients, and needle exchange and pick up) decreased during COVID-19. • Regular services needed again for all communities.
Comprehensive school health program	<ul style="list-style-type: none"> • Suspension of skill building programs for children and youth in all school health standard topic areas including healthy eating, physical activity, and substance misuse. • For example: there are currently 9 teachers/service providers waiting to take the train the trainer food literacy training program You're the Chef.
Chronic Disease Prevention programs and services have been put on hold	<ul style="list-style-type: none"> • Many services and programs have been suspended, for example: falls prevention, eating disorder prevention pilot, car seat inspections, suicide prevention training, mental health presentations and service provider event. • Essential programming continues such as: smoking cessation (Ready to Quit), nutrition programs for children and youth, and extreme weather supports for vulnerable populations.
Epidemiological surveillance and reporting of infectious diseases	<ul style="list-style-type: none"> • Ongoing data entry and analysis required to produce reports including monthly infectious disease surveillance and weekly overdose surveillance were paused to support COVID-19 epidemiological work that was required. • Larger projects were also paused including analysis and writing of several population health reports on public health issues of interest, including health equity and adult mental health.
Non-COVID-19 work with community partners	<ul style="list-style-type: none"> • NWHU staff typically participate in community coalitions and provincial working groups as well as collaborate with community partners on projects like community gardens or services like presentations in schools. • As partners start to resume regular services, NWHU has very limited capacity to partner, support, and provide programming since staff are still predominately dedicated to COVID-19 work.



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

February 28, 2022

Attention: Mayor and Council

NOMA Board Meeting Summary Report for February 23, 2022

New Firefighter Standards

NOMA Board discussed the new proposed standards and will send a letter to Solicitor General Jones to outline our concerns, mainly the implications this may have to small municipalities with volunteer and composite fire services. NOMA will request a meeting with Solicitor Jones to discuss our concerns.

NPI Immigration Portal

NOMA Board discussed the potential of taking over responsibility of the immigration Portal currently hosted by the City of Thunder Bay. NPI has proposed to take responsibility for all costs over the next 3 years. The City of Thunder Bay supports NOMA taking over the Immigration Portal. The Board would like more information and the ED will set up a meeting with NPI to discuss this further.

NOMA Board meetings are scheduled as follows:

April 27th 11am to 1pm (CST) – in person Fort Frances
 June 22nd 9:30am to 12:30pm (EST) – in person Thunder Bay
 August 12th 9:30am-12:30pm (EST) – virtual
 October 5th 9:30am-12:30pm (EST) in person Thunder Bay
 November 23rd 9:30am-12:30pm (EST) in person Thunder Bay

NOMA Conference

The NOMA Board has decided on Maverick Group for our AV services as they are able to host an interactive hybrid event. In the event Covid restrictions change we will be able to respond and still move forward without any interruptions to our scheduled conference. Registration will open by Monday February 28th.

Executive Director Position

The Board has recognized the increase in time requirements for the ED position. The Board has decided to make the ED position fulltime and as such has increased the hours per week from 32 to 35 and increased the salary \$10,000 (all inclusive to include source deductions).

Joint and Several Resolution to support AMO

NOMA will submit a letter to support AMO in their Joint and Several Resolution.

NOSM Letter of Support

NOMA will supply a letter to NOSM to endorse NOSM University's application to The Council of Ontario Universities.

LU Partnership

The ED provided the NOMA Board with options for facilitating the completion of the Strategic Plan initiatives. NOMA is considering a partnership with Lakehead University to recruit a student to help with some of the Strategic Plan initiatives over the next 5 years.

Bill 59

NOMA will submit a letter to support Bill 59 “Making Northern Ontario Highways Safer Act, 2021”

ERO Posting 019-4995 re Caribou

NOMA will submit comments to the ERO Posting 019-4995 Conservation Agreement for Boreal Caribou in Ontario to ensure any changes do not affect forestry and mining operations in Northwestern Ontario.

We will also submit a letter to Minister Piccini to support OFIA comments to this ERO Posting.

We The Nuclear Free North

This Public Interest Group requested our contact list for municipalities in our membership. NOMA will declined their request as we do not have permission from all municipalities to share this information regardless of this information being available on municipal websites. The ED will bring forward a policy amendment to ensure the language in our policies is very clear to show what our organizations mandate is to avoid these requests in the future.

Municipal Association/League Updates:

TBDML – Their AGM is March 24/25th.

KDMA – Fred Mota reported they had AGM on January 19/20th virtually. Had resolutions come out of their AGM that will be forwarded to ED for NOMA AGM such as reducing OPP costs, Immigration pilot, housing etc.

RRDMA – Deb Ewald reported AGM is January 15th and some issues discussed include lack of any rest stops along highway and serious doctor shortage.

Executive Director Report:

- NOMA participated in a Multi-Minister Delegation and a joint delegation with FONOM & NOSDA regarding Mental Health, Addictions, and Homelessness at the ROMA Conference in January.
- NOMA has formed a partnership with IPAC.
- NOMA participated in a roundtable discussion with Federal Minister of Rural Economic Development Gудie Hutchings to discuss economic development opportunities and concerns in the region.
- NOMA participated in a meeting with PA Sandhu to discuss OCIF and AMP.
- Mental Health Resources and Orange shirt day resources were added to the NOMA website.

Issue Tracker Updates:

NWMO: Jason Young and Andrea Strawson are the new NWMO reps. Next meeting is March 17th.

Railway Taxation: The government was not interested in pursuing the taxation issue. A discussion occurred regarding railway crossings and the cost to municipalities. We will revise this tracker to remove taxation and move forward with railway issues. NOMA will start a taskforce to look into railway issues and ED will look into whether NPI could do some research on this for us.

The Next NOMA Board meeting will take place on April 27th in Fort Frances. A Special NOMA Board meeting will take place on March 23rd to adopt the Strategic Plan.

Please contact me at any time if you wish to discuss any NOMA matters.

Sincerely,



Andrea Strawson
Executive Director of NOMA
(807) 683-6662
admin@noma.on.ca



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March 4, 2022

To: Heads of Councils, their Council colleagues, and Senior Municipal Staff

The Northwestern Ontario Municipal Association has historically been a strong advocate for transportation issues in the North. In January, I was pleased to hear Minister Mulroney announce the Northern Ontario Transportation Task Force (NOTTF).

During our initial discussions with ministry staff regarding the Task Force, I stressed the importance of these discussions to be held in the North by people of the North. Minister Mulroney heard this message, and in appointing Councillor Danny Whalen, President of The Federation of Northern Ontario Municipalities, and myself as President of the Northwestern Ontario Municipal Association, the Minister ensured all northern Ontario municipalities have the opportunity to participate and provide input.

Several northern Ontario municipalities have their respective associations, and every district association in the northwest has a NOMA Board member representing their interests. All municipalities in Northwestern Ontario have a district NOMA representative available to gather their input.

The NOTTF will also be contacting many local transportation experts within our membership area to provide their input and expertise to the task force.

I encourage all municipal councils, airport boards, transportation committees to reach out in writing to your NOMA Board members or directly to our NOMA office with your concerns about our suggestions for the NOTTF.

I also ask our municipal membership to reach out to their local road safety coalitions, school safety groups, and other interested parties to make them aware of the opportunity to provide input.

Please provide all submissions to admin@noma.on.ca which will be provided to me, and I will present to the entire task force membership. To share thoughts with the Ministry please send submissions to NorthernTransportationPlan@ontario.ca.

Sincerely,

Wendy Landry, President, NOMA
 Mayor, Municipality of Shuniah



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

February 28, 2022

The Honourable Sylvia Jones
Solicitor General of Ontario
George Drew Building, 18th Floor
25 Grosvenor St.
Toronto, ON, M7A 1Y6
VIA: Email sylvia.jones@pc.ola.org

RE: Firefighter Certification

Dear Solicitor General Jones,

The Northwestern Ontario Municipal Association (NOMA) is writing you in response to the draft regulations posted on January 28, 2022, regarding firefighter certification. NOMA supports the creation of firefighting certification in Ontario, and we believe this the right direction. However, we do not support the current proposed standards as they will likely have a negative impact on many of the Municipalities in Northwestern Ontario.

The time period provided for review and consultation was too short to adequately understand the implications of the proposed firefighter regulations. NOMA has some concerns with the proposed standards and we and our municipal members require more time to achieve a comprehensive understanding of how the regulations will impact municipal governments in our region. We request that additional time is provided for consultations to review and discuss this matter to ensure that the firefighter certification is done properly, and municipalities are not adversely burdened, particularly small and rural municipalities with volunteer and composite firefighting teams.

It is our understanding that the proposed standards for the Ontario Seal will be aligned with the National Fire Protection Association (NFPA) professional qualification standards without requiring the NFPA certification. NOMA is concerned that the NFPA certification will not align with how full-time volunteer fire departments operate. While NFPA will work for some municipalities, many smaller municipalities have volunteer and composite fire departments, and this certification will require additional training and costs to operate fire services in municipalities. For most small municipalities in our region, it is not an option to secure full-time firefighters as municipal budgets are already stretched thin and there is no room to finance this level of fire service. Therefore, it is important that the firefighter certification does not hinder volunteer and composite fire fighting teams and that the Ministry propose measures to support volunteer recruitment and composite fire services to become compliant. We understand there are provisions in place to ensure municipalities are not burdened with unnecessary costs for retraining firefighters who have already been trained to a suitable level determined by Council. However, provisions must also include measures to attract and retain volunteer firefighters to serve their communities. NOMA stresses that additional training measures and certification must not hinder those who wish to volunteer as firefighters.

It is critical that funding accompany the firefighter certification requirements for those municipalities that will experience a financial burden to implement the changes required under the proposed regulations. We request that the Ministry provides financial support to municipalities adopting the new firefighting certification. The level of financial support should be based on the needs of the municipality. Further consultations with municipalities could provide the Ministry valuable insight as to what the training needs, expected impacts, and time requirements to compile this information are for each municipality. This information can then be used to design a means of providing financial support for small, rural, northern, volunteer, and composite fire services (or any service disproportionately burdened by certification).

Furthermore, NOMA is concerned that the proposed time frame for implementation to have each department's members meet the "qualified" fire training is too quick and may result in small community fire departments struggling to meet the deadline. We request that the Ministry extend the timelines for certification of existing Fire Department personal to 2026 as the proposed deadline is a problem for small municipal with 100% volunteer fire departments.

Therefore, while NOMA does support the creation of firefighter standards, we believe the province should create standards specific to Ontario while remaining cognisant of the needs of volunteer fire departments in small rural communities now and in the future. We request that more consultation take place to ensure municipalities will not be negatively affected and that the Ministry provides financial support for small and rural municipalities with volunteer and composite fire services. Lastly, we request a meeting with the Hon. Solicitor Jones to discuss the concerns outlined in our letter and how to move forward.

Please contact our Executive Director, Andrea Strawson, at admin@noma.on.ca to organize a meeting time.

Thank you for your time in this matter and we look forward to discussing this matter further.

Sincerely,



Wendy Landry, President, NOMA
Mayor, Municipality of Shuniah

CC Association of Municipalities of Ontario (AMO), Rural Ontario Municipal Association (ROMA), and NOMA clerks and CAO's

Gabrielle Lecuyer

From: Switzer, Barbara <Barbara.Switzer@york.ca> on behalf of Regional Clerk
<ClerkGeneralLine@york.ca>
Sent: Wednesday, March 2, 2022 3:22 PM
Subject: [External] Regional Council Decision - Town of Aurora Resolution - Request to Dissolve Ontario Land Tribunal (OLT)

[EXTERNAL]

On February 24, 2022 Regional Council received the communication from the Town of Aurora dated February 22, 2022 and supported the motion, *amended as follows*:

WHEREAS Municipalities across this province collectively spend millions of dollars of taxpayer money and municipal resources developing Official Plans that meet current Provincial Planning Policy; and

WHEREAS an Official Plan is developed through months of public consultation to ensure, “that future planning and development will meet the specific needs of (our) community”; and

WHEREAS our Official Plan includes provisions that encourage development of the “missing middle” or “gentle density” to meet the need for attainable housing in our community; and

WHEREAS our Official Plan is ultimately approved by the province; and

WHEREAS it is within the legislative purview of Municipal Council to approve Official Plan amendments or Zoning By-law changes that better the community or fit within the vision of the Town of Aurora Official Plan; and

WHEREAS it is also within the legislative purview of Municipal Council to deny Official Plan amendments or Zoning By-law changes that do not better the community or do not fit within the vision of the Town of Aurora Official Plan; and

WHEREAS municipal planning decisions may be appealed to the Ontario Land Tribunal (OLT; formerly the Ontario Municipal Board or “OMB”), an unelected, appointed body that is not accountable to the residents of Aurora; and

WHEREAS the OLT has the authority to make a final decision on planning matters based on a “best planning outcome” and not whether the proposed development is in compliance with municipal Official Plans; and

WHEREAS all decisions - save planning decisions - made by Municipal Council are only subject to appeal by judicial review and such appeals are limited to questions of law and or process; and

WHEREAS Ontario is the only province in Canada that empowers a separate adjudicative tribunal to review and overrule local decisions applying provincially approved plans; and

WHEREAS towns and cities across this Province are repeatedly forced to spend millions of dollars defending Official Plans that have already been approved by the province in expensive, time consuming and ultimately futile OLT hearings; and

WHEREAS lengthy, costly OLT hearings add years to the development approval process and acts as a barrier to the development of attainable housing;

NOW THEREFORE BE IT RESOLVED that *the Government of Ontario be requested to immediately engage municipalities to determine an alternative land use planning appeals process in order to dissolve the OLT and eliminate* one of the most significant sources of red tape delaying the development of more attainable housing in Ontario; and

BE IT FURTHER RESOLVED That a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, the Minister of Municipal Affairs and Housing, the Leader of the Opposition, the Leaders of the Liberal and Green Party, all MPPs in the Province of Ontario; the Large Urban Mayors' Caucus of Ontario, the Small Urban GTHA Mayors and Regional Chairs of Ontario; and

BE IT FINALLY RESOLVED That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for consideration.

Regards,

Christopher Raynor | Regional Clerk, Regional Clerk's Office, Corporate Services

The Regional Municipality of York | 17250 Yonge Street | Newmarket, ON L3Y 6Z1
 O: 1-877-464-9675 ext. 71300 | christopher.raynor@york.ca | york.ca

Our Mission: **Working together to serve our thriving communities – today and tomorrow**

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TOWN OF FORT FRANCES

MINUTES

February 22, 2022

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on February 22, 2022 from 0831 hrs to 0839 hrs.

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

ALSO PRESENT: C. Vangel, CBO/Planner, P. Briere, By-law Enforcement Officer, K. Haney, Deputy Clerk

REGRETS: Councilor D. Judson, CAO F. Anwar

1. **Session # 18 - Call to Order**
 - 1.1 Councilor McTaggart called the meeting to order at 0831 hrs
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 17 - 07 February 2022 - Approved as presented
4. **Items Referred from Council - none**
5. **New Business**
 - 5.1 Planning and Development - Operating Budget 2022 - C. Vangel provided responses to enquires re salary increase and GIS services from last meeting. Committee accepted report pending further discussion re budget at the meeting scheduled later this evening.
6. **Outstanding Items - None**
7. **Information - None**
8. **In-Camera - None**
9. **Adjourn @ 0839 hrs / Next Meeting Date 07 March 2022**

Executive Committee Chair

Secretary, Planning & Development Executive Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #47

February 7, 2022

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the committee room and virtual on February 7, 2022 from 10:34 a.m. to 11:21 a.m.

PRESENT: Michael Behan - Chairman, Andrew Hallikas - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Rebecca Armit, Lifeguard Supervisor, Dawn Galusha, Treasurer, Jamie Holiday, Deputy Treasurer, Faisal Anwar, CAO

ALSO PRESENT: Jason Kabel

- 1 Call to Order @ 1034 hrs/Roll Call (Session #47)**
- 2 Disclosure of Conflict of Interest and the General Nature Thereof - None**
- 3 Approval of Previous Minutes:**
 - 3.1 January 4, 2022 - Change time noted on Call to Order to 8:30 a.m. otherwise accepted as presented.
- 4 NEW BUSINESS**
 - 4.1 2022 CS Budget - Accepted as presented.
 - 4.2 Fort Frances Senior Centre Special Occasion permit request - Committee supportive of option #3.
 - 4.3 MSC Membership Statistics from August 2021 through December 2021 - Accepted as presented.
 - 4.4 2021/2022 MTO Gas Tax Agreement - Committee in support of recommendation.
- 5 Adjourn: 11:21 a.m. / Next Meeting Date: February 22, 2022 @ 10:30 p.m.**

M.Behan, Executive Committee Chair

A. Bisson, Recreational and Culture Manager



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #004

February 23, 2022

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 February 23, 2022 from 8:30 a.m. to 9:18 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 (8:42 a.m. to 9:18 a.m.), Randy Thoms (8:30 a.m. to 9:18 a.m.) and Merna Emara (8:30 a.m. to 9:18 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 deferred from the previous meeting - January 19, 2022 - the minutes from January 19, 2022 were approved as amended.

3.2 Minutes from previous meeting on February 9, 2022 - the minutes from February 9, 2022 were approved as amended.

4 Items Referred from Council

4.1 Letter dated February 7, 2022 Re: Snow Removal - the administration report was approved as presented.

4.2 Request to Operate the Point Park Canteen - the administration report was approved as presented.

5 New Business

- 5.1 Contribution Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry - the administration report was approved as recommended.
- 5.2 Development of a Skating Trail - Report 2 - the administration report was approved as amended.
- 5.3 Updates to the Fort Frances Airport Management Structure Modification Policy - the administration report was approved as recommended.
- 5.4 Renewal of Bearskin Annual Lease - the administration report was approved as presented.

6 Information

- 6.1 Fort Frances Wastewater Treatment Facility January 2022 Monthly Report - the administration report was approved as presented.
- 6.2 Operations and Facilities Division - Public Works Area - Operations Statistics - January 2022 - the Public Works Operations Statistics were revised and will be forwarded on to Council as information only. No action required.
- 6.3 Sewer and Water Data for 2022 - the Sewer and Water data was received and will be forwarded on to Council as information only. No action required.
- 6.4 2022 Tonnage at the Landfill Site - the amended Landfill Statistics were received and will be forwarded on to Council as information only. No action required.
- 6.5 Airport Statistics as of January 31, 2022 - the Airport Statistics were received and will be forwarded on to Council as information only. No action required.

7 Adjourn / Next Meeting Date

- 7.1 Meeting adjourned at 9:18 a.m.

Next meeting March 9, 2022

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

Sister Kennedy Centre February 8, 2022 Meeting Minutes

1 Call to Order/Roll Call

Present: Councillors: John McTaggart, Rick Wiedenhoeft, Board Members: Debbie McTaggart, Cynthia Donald, Irene Laing, Wayne Allan, John Reader, Manager: Cindy Noble.

The meeting was called to order by the Chair, Irene Laing.

2 Disclosure of Pecuniary Interest

None declared.

3 Approval of Previous Minutes

The minutes of the December 14, 2021 and January 11, 2022 were approved as circulated.

4 Outstanding Business

4.1 Senior Citizen of the year draft criteria

The Outstanding Senior criteria was reviewed.

It was moved by Debbie McTaggart seconded by Wayne Allan that the Sister Betty Kennedy Senior Centre outstanding Senior Citizen criteria as presented on February 8, 2022 be accepted as presented. CARRIED

4.2 Membership Report

Irene reported that the committee reviewing membership and user fees recommended that fees not be applied at this time. It was suggested that a voluntary registry be implemented. Irene will work on a registration form.

5 New Business

5.1 Grants

O.A.C.A.O. have informed us of grants available for improving inclusiveness and accessibility. Rick will forward the information to the C.A.O.

6 Information/Correspondence

6.1 Manager's Report – Distributed

6.2 Request for Special Occasion Permit site approval.

Rick provided an update.

7 Adjournment/Next meeting date

The meeting adjourned at 11:15 a.m. Next meeting will be at 10:30 a.m. on Thursday, March 10 at the Sister Kennedy Centre.

Chair

Secretary